Regular Business Meeting

Tuesday, June 14, 2022 5:30 PM
Board Assembly Room, 1250 West Broadway Avenue, Minneapolis, Minnesota 55411

1) **Call to Order and Roll Call**

2) **Adoption of the Agenda**

3) **Acceptance of Minutes**

3)a. May 10, 2022 Meeting

4) **Recognitions**

5) **Recess**

6) **Public Comments**

7) **Recess**

8) **Reports and Recommendations from the Superintendent of Schools**

8)a. Elementary Math Curriculum Adoption Update

9) **Policy Committee Report**

9)a. Revision of Policy 3548: Bus Safety (2022-0040)

9)b. Revision of Policy 6690: Wellness Policy (2022-0041)

10) **Action Items**

10)a. Approval of the Consent Agenda

10)a.1. Personnel Items

10)a.1.a. Approval of List A personnel matters (2022-06-ER-A)

10)a.1.b. Approval of List B personnel matters (2022-06-ER-B)

10)a.2. Contracts

10)a.2.a. Contract with Achieve Twin Cities (2023-4400001389)

10)a.2.b. Contract with Achieve Twin Cities (2023-4400001379)

10)a.2.c. Contract with Amerigas Propane PL (2022-13579)

10)a.2.d. Amendment to contract 2022-13660 with Amerigas Propane PL

10)a.2.e. Contract with Augsburg Urban Debate League (2023-4400001386)

10)a.2.f. Contract with Airport/Airline Taxi Cab Corp DBA Transportation Plus (2022-13578)

10)a.2.g. Contract with Al-Maa'uun Career Services (2022-4400001365)

10)a.2.h. Contract with Arch Language Network (2022-4400001356)
10)a.2.i. Contract with BerganKDV (2022-4400001390)
10)a.2.j. Contract with Bille Bus Transportation Inc (2022-13582)
10)a.2.k. Authorization to contract with CAREI
10)a.2.l. Contract with Cedar Transportation LLC (2022-13636)
10)a.2.m. Contract with Collaborative Student Transportation of Minnesota (2022-13585)
10)a.2.n. Contract with Dynamic Transportation Service LLC (2022-13645)
10)a.2.o. Final contract amendments with contract alternative schools for the 2021-2022 school year
10)a.2.p. Contract amendments with contract alternative schools for the 2022-2023 school year
10)a.2.q. Contract with English Learning Center (2022-4400001400)
10)a.2.r. Contract with Fraser Community and Family Center (2022-4400001395)
10)a.2.s. Contract with Frontier Transportation Services LLC (2022-13644)
10)a.2.t. Contract with Great Lake Transportation (2022-13615)
10)a.2.u. Authorization to contract with Groves Academy
10)a.2.v. Contract with Hays Companies Inc. (2022-4400001398)
10)a.2.w. Contract with Hillyard Inc (2022-4400001366)
10)a.2.x. Contract with iDreamTV (2022-4400001353)
10)a.2.y. Authorization to contract with iFixYouri
10)a.2.z. Contract with Indianhead Foodservice Dist. Inc. (2022-13658)
10)a.2.aa. Amendment to contract 2022-13668 with Indrotec
10)a.2.bb. Contract with Introdec (2022-13664)
10)a.2.cc. Contract with Indrotec (2022-4400001367)
10)a.2.dd. Contract with INGCO International (2022-4400001357)
10)a.2.ee. Contract with Language Line (2022-4400001358)
10)a.2.ff. Amendment to contract 2022-13669 with Lawal Scott Erickson Architects (LSE)
10)a.2.gg. Contract with Learning in Style (2022--4400001393)
10)a.2.hh. Contract with Legal Rights Center (2022-4400001071)
10)a.2.ii. Contract with Lorenz Bus Service Inc (2022-13616)

10) a.2.jj. Authorization to contract with Magnet Schools of America
10) a.2.kk. Contract with Mansfield Oil Company (2022-13626)
10) a.2.ll. Authorization to contract with Math Learning Center Bridges/Number Corner (K-2)
10) a.2.mm. Authorization to contract with Math Learning Center Bridges/Number Corner (3-5)
10) a.2.nn. Contract with Meisa Transportation (2022-13617)
10) a.2.oo. Contract with Metropolitan Transportation Network (2022-13618)
10) a.2.pp. Contract with Minneapolis and Suburban Bus Company (2022-13619)
10) a.2.qq. Authorization to contract with Nearpod Inc.
10) a.2.rr. Authorization to contract with Newsela
10) a.2.ss. Contract with Now Micro (2023-4400001375)
10) a.2.tt. Contract with Paragon Development Systems, Inc. (FY23-4400001388)
10) a.2.uu. Contract with Paragon Development Systems, Inc. (FY23-4400001387)
10) a.2.vv. Authorization to contract with PRESS K-8
10) a.2.ww. Contract with Pride Transportation Services LLC (2022-13654)
10) a.2.xx. Contract with Project Success (2023-4400001385)
10) a.2.yy. Contract with Public Consulting Group (2022-4400001391)
10) a.2.zz. Amendment to contract 2022-4400001126 with Public Media Engineering
10) a.2.aaa. Authorization to contract with Ricoh
10) a.2.bbb. Contract with Rift Valley Transportation Inc (2022-13620)
10) a.2.ccc. Contract with Riverside Plaza (2022-4400001394)
10) a.2.ddd. Contract with Russ Davis Wholesale Inc (2022-13666)
10) a.2.eee. Contract with Septran Inc (2022-13624)
10) a.2.fff. Contract with Somali Success School (2022-4400001399)
10) a.2.ggg. Amendment to contract 2022-13667 with Smart Care Equipment Solutions
10) a.2.hhh. Contract with Summit Academy (2022--4400001397)
10) a.2.iii. Contract with Synovia Solutions LLC (2022-13512)
10) a.2.jjj. Contract with Titan School Solutions Inc (2022-13665)
10) a.2.kkk. Contract with Transit Team Inc (2022-13659)

10)a.2.lll. Contract with Twin City Mobility Inc (2022-13646)
10)a.2.mmm. Contract with United Transportation Services LLC (2022-13647)
10)a.2.nnn. Amendment to contract 2022-13609 with Wold Architects and Engineers
10)a.2.ooo. Contract with Waste Management (2022-4400001368)
10)a.2.ppp. Contract with Wide Area Transportation Services Inc (WATSI) (2022-13625)
10)a.3. Resolutions

10)a.3.a. Authorizing 2022-2023 Minnesota State High School League (MSHSL) membership and cooperative school sponsorship actions (2022-0042)
10)a.4. Agreements

10)a.4.a. Authorizing an Easement for Community Solar Garden Transformer (2022-0039)
10)a.4.b. Authorizing a Temporary Construction and Access Easement at Whittier (2022-0044)
10)a.4.c. Authorizing a lease with Minneapolis and Community Technical College for Wellstone High School (2022-0045)
10)a.4.d. Authorizing a lease agreement with Minneapolis Urban Robotics Alliance (MURA) (2022-0017)
10)a.4.e. Authorizing an amendment to the use and management agreement with YWCA Minneapolis (2022-0047)
10)a.4.f. Authorizing a lease and use agreement with Renewable Energy Partners (2022-0048)
10)b. Approval of the 2022-2023 School Year District Budget (2022-0034)
10)c. Approval of the 2022-2023 Capital Plan (2022-0031)
10)d. Approval of the Long-Term Facilities Maintenance (LTFM) 10-Year Plan (2022-0043)
10)e. Resolution Relating to General Obligation Long-Term Facilities Maintenance (LTFM) Bonds (2022-0038)
10)f. Approval of the 2020-2021 and 2021-2024 Collective Bargaining Agreements between Special School District No.1, and American Federation Of State, County, And Municipal Employees, Local 56, Council 5 (2022-06-ER-CBA-AFSCME)
10)g. Revision of Policy 3546: Bus Equipment and Drivers (2022-0029)
10)h. Revision of Policy 6000: Mission Of The Educational Program (2022-0019)
10)i. Revision of Policy 6510: Work Based Learning (2022-0028)
11) **New Business**

12) **Reports from Board of Education Directors**

13) **Adjournment**

Minneapolis Public Schools – Board of Education
Special School District No. 1
Business Meeting
May 10, 2022

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 in a regular meeting at the John B. Davis Educational Services Center May 10, 2022, commencing at 5:30 pm. Chair Ellison called the meeting to order.

I. ROLL CALL

Present: Directors: Jenny Arneson, Sharon El-Amin, Siad Ali (interactive technology), Adriana Cerrillo, Nelson Inz, Kimberly Caprini, Kim Ellison, Student Representative Rance, Student Representative Wesson - 9

II. APPROVAL OF THE AGENDA

MOTION: Director Arneson moved, seconded by Director Inz that the Board of Education, Special School District No. 1, approve the Agenda for May 10, 2022.

MOTION: Director Caprini moved, seconded by Director Inz to remove the American Reading Company contract from the consent agenda. Motion to remove the contract to be voted on separately was put to a vote and carried unanimously.

Motion to approve the agenda as amended was put to a roll-call vote and carried out unanimously.

III. ACCEPTANCE OF MINUTES

MOTION: Director Inz moved, seconded by Director Caprini that the Board of Education, Special School District No. 1, approve the Minutes for March 29, 2022, and April 12, 2022. Motion to approve the Minutes was put to a roll-call vote and carried out unanimously.

IV. PUBLIC COMMENTS

Comments given in-person

V. RECESS – Board took a 15-minute Recess

VI. REPORTS AND RECOMMENDATIONS FROM THE SUPERINTENDENT OF SCHOOLS

- **A.** Fiscal Year 2022-2023 Budget Development
  - **1.** 2022-2023 Capital Plan
  - **2.** Updating Long-Term Facilities Maintenance (OLTFM) 10-Year Plan

VII. POLICY COMMITTEE REPORT

- **A.** Revision of Policy 6510: Work Based Learning
- **B.** Revision of Policy 6000: Mission Of The Educational Program
- **C.** Revision of Policy 3546: Bus Equipment and Drivers

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VIII. ACTION ITEMS BY THE BOARD OF EDUCATION

A. 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. *Authorization to contract with Apple Computers*
   b. *Amendment to contract 2022-13599 with Collaborative Student Transportation of Minnesota*
   c. *Contract with Joshua Downham (2022-4400001351)*
   d. *Authorization to contract with Heartland*
   e. *Amendment to contract 2022-13606 with Miller Dunwiddie Architecture*
   f. *Authorization to contract with Now Micro*
   g. *Contract with Oliver Packaging and Equipment (2022-13611)*
   h. *Authorization to contract with PFM*
   i. *Amendment to contract 2022-13600 with Rift Valley Transportation Inc*
   j. *Amendment to contract 2022-13610 with Rochon Corporation*
   k. *Contract with SuccessFactors (2022-4400001360)*
3. ***Resolutions***
   a. *Resolution to Approve Equal Treatment in Transporting Students Funding to Non-Public Schools (2022-0036)*
4. ***Agreements***
   a. *Weather Station Land Use Agreement (2022-A2211223)*
5. ***Reports***
   a. *Receive and file radon testing report summary (2022-0035)*

MOTION: Director Caprini moved, seconded by Director Arneson, 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.

ITEM FROM CONSENT: CONTRACT WITH AMERICAN READING COMPANY (2022-4400001349)

MOTION: Director Arneson moved, seconded by Director Caprini, that the Board of Education, Special School District No. 1, approve the contract with American Reading Company. The motion to approve the contract was put to a roll-call vote and carried out unanimously.

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B. APPROVAL OF THE 2020-2023 COLLECTIVE BARGAINING AGREEMENT BETWEEN SPECIAL SCHOOL DISTRICT NO. 1, AND SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 284, FOOD SERVICE (2022-05-ER-CBA-SEIU)

WHEREAS, *Special School District No. 1 (District) and Service Employees International Union, Local 284 (Union) were parties to a collective bargaining agreement for the period of July 1, 2017, through June 30, 2020, and*

WHEREAS, *the collective bargaining agreement between the District and Union expired on June 30, 2020; and*

WHEREAS, *the District and Union engaged in collective bargaining negotiations, and reached a tentative agreement on a successor agreement through June 30, 2023; 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 approve the collective bargaining agreement between Special School District No. 1, and Service Employees International Union, Local 284, effective July 1, 2020 through June 30, 2023.*

MOTION: Director Caprini moved, seconded by Director Jourdain that the Board of Education, Special School District No. 1, approve the Collective Bargaining Agreement with SEIU, Local 284, Food Service. The motion to approve the CBA was put to a roll-call vote and carried out unanimously.

C. RESOLUTION REGARDING APPROVAL OF THE 2021-2023 COLLECTIVE BARGAINING AGREEMENT BETWEEN SPECIAL SCHOOL DISTRICT NO.1, AND MINNEAPOLIS FEDERATION OF EDUCATIONAL SUPPORT PROFESSIONALS, LOCAL 59.)

WHEREAS, Special School District No. 1 (District) and Minneapolis Federation of Educational Support Professionals (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, 2021; and

WHEREAS, the District and Union engaged in collective bargaining negotiations, and reached a tentative agreement on a successor agreement through June 30, 2023; 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 approve the collective bargaining agreement between Special School District No. 1, and Minneapolis Federation of Educational Support Professionals, effective July 1, 2021, through June 30, 2023.

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MOTION: Director Caprini moved, seconded by Director Inz, that the Board of Education, Special School District No. 1, approve the Collective Bargaining Agreement with MFT, ESP, Local 59. The motion to approve the CBA was put to a roll-call vote and carried out unanimously.

D. APPROVAL OF THE 2021-2023 COLLECTIVE BARGAINING AGREEMENT BETWEEN SPECIAL SCHOOL DISTRICT NO.1 AND MINNEAPOLIS FEDERATION OF TEACHERS, LOCAL 59, AFL-CIO, AFT, NEA

WHEREAS, *Special School District No. 1 (District) and Minneapolis Federation of 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, 2021; and*

WHEREAS, *the District and Union engaged in collective bargaining negotiations, and reached a tentative agreement on a successor agreement through June 30, 2023; 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 approve the collective bargaining agreement between Special School District No. 1, and Minneapolis Federation of Teachers, effective July 1, 2021 through June 30, 2023*

MOTION: Director Cerrillo moved, seconded by Director El-Amin, that the Board of Education, Special School District No. 1, the Collective Bargaining Agreement with MFT Local 59, Teachers. The motion to approve the CBA was put to a roll-call vote and carried out unanimously.

E. RESOLUTION REGARDING APPROVAL OF THE 2021-2023 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, 2021; and*

WHEREAS, *the District and Union engaged in collective bargaining negotiations, and reached a tentative agreement on a successor agreement through June 30, 2023; and*

WHEREAS, *the Union membership voted affirmatively to ratify the successor agreement.*

NOW, THEREFORE, BE IT RESOLVED, *that the Board of Directors of Special School District No. 1 hereby approves the collective bargaining agreement between*

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Special School District No. 1, and Minneapolis Federation of Teachers, Local 59 – Adult Education Teachers, effective July 1, 2021, through June 30, 2023

MOTION: Director Caprini moved, seconded by Director Cerrillo, that the Board of Education, Special School District No. 1, approve Collective Bargaining Agreement with MFT Local 59, Adult Education Teachers. The motion to approve the CBA was put to a roll-call vote and carried out unanimously

F. RESOLUTION REGARDING APPROVAL OF THE 2021-2023 COLLECTIVE BARGAINING AGREEMENT BETWEEN SPECIAL SCHOOL DISTRICT NO.1, AND MINNEAPOLIS PRINCIPALS FORUM

WHEREAS, *Special School District No. 1 (District) and Minneapolis Principals Forum (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, 2021; and*

WHEREAS, *the District and Union engaged in collective bargaining negotiations, and reached a tentative agreement on a successor agreement through June 30, 2023; and*

WHEREAS, *the Union membership voted affirmatively to ratify the successor agreement.*

NOW, THEREFORE, BE IT 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 Principals Forum, effective July 1, 2021, through June 30, 2023.*

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

G. RESOLUTION REGARDING APPROVAL OF THE 2021-2024 COLLECTIVE BARGAINING AGREEMENT BETWEEN SPECIAL SCHOOL DISTRICT NO.1, AND MINNESOTA TEAMSTERS PUBLIC LAW ENFORCEMENT EMPLOYEES, LOCAL 320 (GROUNDS EMPLOYEES)

WHEREAS, *Special School District No. 1 (District) and Minnesota Teamsters Public Law Enforcement Employees, Local 320 (Union), representing Grounds employees, 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, 2021; and*

WHEREAS, *the District and Union engaged in collective bargaining negotiations, and reached a tentative agreement on a successor agreement through June 30, 2024; and*

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WHEREAS, *the Union membership voted affirmatively to ratify the successor agreement.*

NOW, THEREFORE, BE IT 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 Minnesota Teamsters Public Law Enforcement Employees, Local 320, effective July 1, 2021, through June 30, 2024.*

MOTION: Director Inz moved, seconded by Director Arneson, that the Board of Education, Special School District No. 1, approve Collective Bargaining Agreement with Teamsters Local 320, Grounds Employees. The motion to approve the CBA was put to a roll-call vote and carried out unanimously.

H. RESOLUTION REGARDING APPROVAL OF THE 2022-2024 NON-REPRESENTED EMPLOYEE COMPENSATION PLAN

WHEREAS, *Board Policy No. 2405, Employee Compensation, relates to general principles and policies for employee compensation; and*

WHEREAS, *certain employees are not represented by collective bargaining and Policy No. 2405, II, B, gives the Superintendent the authority to propose changes to the non-represented compensation plan as needed for approval by the Board; and*

WHEREAS, *the policy sets a two (2) year limit on the duration of any plan, and it has been two (2) years since the effective date of the last update of the plan.*

NOW, THEREFORE BE IT HEREBY RESOLVED, *that the Board of Directors of Special School District No. 1 hereby approve the 2022-2024 Non-Represented Employee Compensation Plan.*

MOTION: Director Caprini moved, seconded by Director Arneson, that the Board of Education, Special School District No. 1, approve the 2022-2024 Non-Represented Employee Compensation Plan. The motion to approve the Plan was put to a roll-call vote and carried out unanimously.

I. RESOLUTION DESIGNATING WILLARD, GORDON, AND TUTTLE AS SURPLUS REAL PROPERTIES

WHEREAS, *Regulation 3270A: Disposition Of Surplus Property outlines the process of the disposition of surplus district facilities; and*

WHEREAS, t*he Operations Division recommends, per the defined process, that the Board of Education designate the following buildings as surplus so that they may be made available for sale or lease: Gordon, Willard, and Tuttle.*

NOW, THEREFORE, BE IT HEREBY RESOLVED, *that the Board of Directors of Special School District No. 1 hereby approve the designation of surplus for Gordon, Willard, and Tuttle.*

MOTION: Director Arneson moved, seconded by Director Jourdain, that the Board of Education, Special School District No. 1, approve the Resolution regarding

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surplus real properties. The motion to approve the resolution was put to a roll-call vote and carried out unanimously.

J. 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 for school improvements have been impacted by increased costs and supply chain disruptions,*

WHEREAS, *Bancroft was funded for technology improvements in 2017 (2017A GO Bond) and the project has been completed,*

WHERAS, *the districtwide program to upgrade clocks, public address systems, and fire alarms requires additional funds for Ericsson (Northrop), Hall and Northeast Middle School, and*

WHEREAS, *Minnesota Statute 475.65 allows for capital fund transfers from a completed project to an existing need.*

NOW, THEREFORE BE IT RESOLVED, *that the Minneapolis School Board hereby authorizes the transfer of capital funds from the 2017A GO bond for the Bancroft Technology project to the District wide multi-site clocks/PA/Fire Alarm project in the amount of $116,419.*

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

K. APPOINTING A DIRECTOR TO FILL THE REMAINING TERM ON A VACANT BOARD SEAT

Nomination: **Director Inz nominated Cynthia Booker.**
Directors Ali, El-Amin, and Cerrillo nominated Lynne Crockett.

	Cynthia Booker	Lynne Crockett
Arneson	**X**	
El-Amin		**X**
Ali		**X**
Cerrillo		**X**
Inz	**X**	
Jourdain	**X**	
Caprini	**X**	
Ellison	Abstain	

By roll-call vote, Cynthia Booker is chosen to full-fill the reminder of the vacant at-large Director position.

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L. APPOINTING AN INTERIM SUPERINTENDENT FOR THE 2022-2023 SCHOOL YEAR AND APPROVING AN INTERIM SUPERINTENDENT EMPLOYMENT CONTRACT

MOTION: Director Ellison moved, seconded by Director Jourdain, that the Board of Education, Special School District No. 1, appoint Associate Superintendent Rochelle Cox as the Interim Superintendent. The motion to approve the Interim Superintendent contract with Rochelle Cox was put to a roll-call vote and passed unanimously.

IX. NEW BUSINESS - NONE

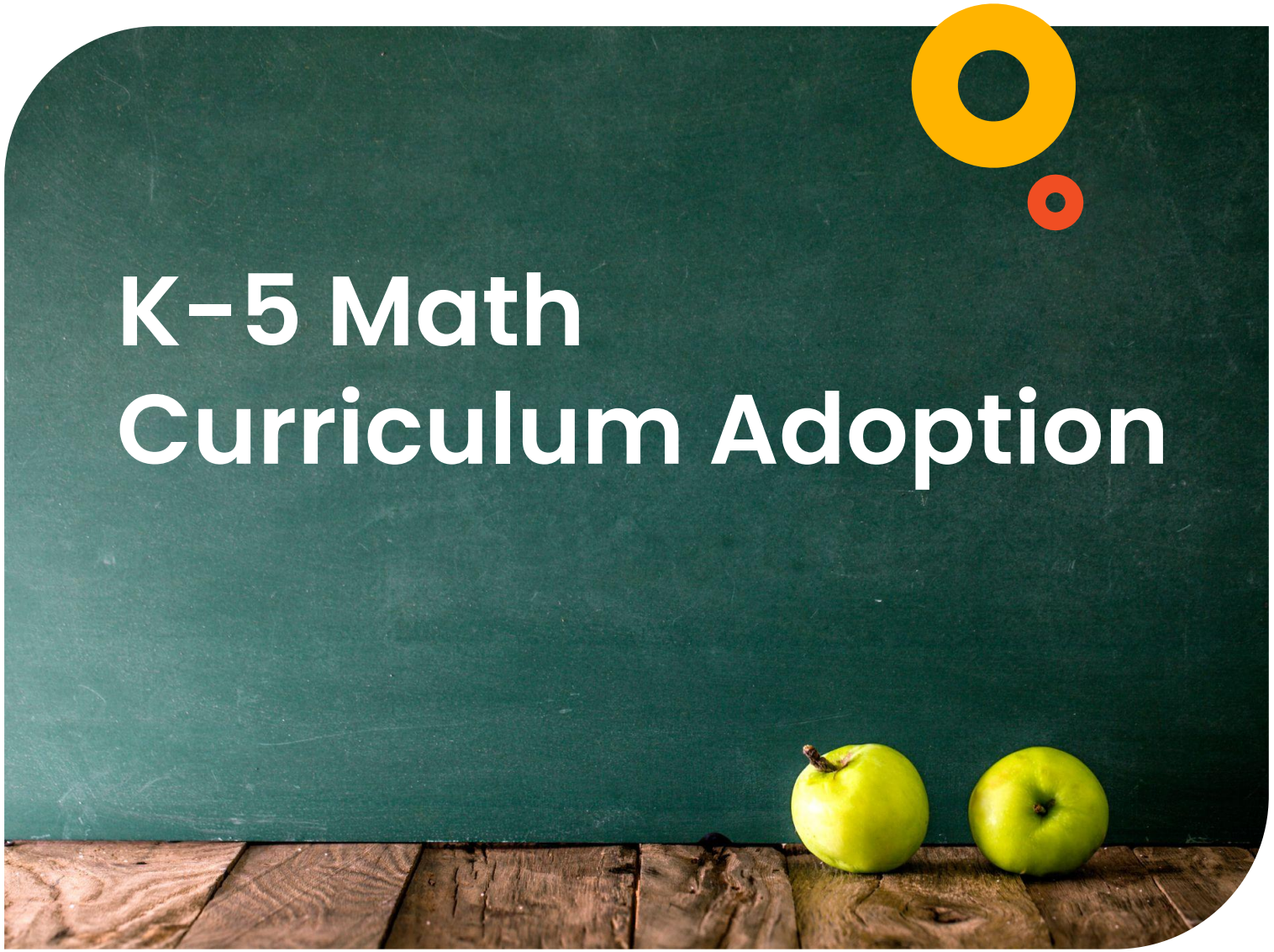
X. REPORTS FROM BOARD OF EDUCATION DIRECTORS

- Remarks given by Directors Inz, Caprini, Cerrillo, El-Amin, and Student Representative Rance.

XI. ADJOURNMENT

Chair Ellison adjourned the meeting.

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K-5 Math Curriculum Adoption

June 2022 Update

Academics and ARE Leadership

MINNEAPOLIS PUBLIC SCHOOLS
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Agenda

- MPS Curriculum and Learning Materials Policies
- Math Adoption Committee's Charge
- K-2 and 3-5 Math Adoption Process/Timeline
- Steering Committee Membership
- Material Selection Criteria
- Pilot Site Selection Process and Sites
- Key Data Points
- Recommendation/Rationale/Results
- Appendix

Policies Connected to Curriculum Adoption

- A curriculum with clearly established learning targets is a necessity in fulfilling the district's mission and reaching its academic goals.
- "Curriculum" is the collective term for learning materials used in instruction.
- An established curriculum enables the school district to make maximum use of its financial and human resources to affect the academic success of its students.
- The purpose of this policy is to establish the direction for the continuous review, adoption and improvement of the school curriculum for the benefit of our students.

Curriculum (Policies and Regulations 6200-6220)
Learning Materials and Resources (Policies and Regulations 6400-6539)

Policy 6411: Learning Materials And Resources
Regulation 6411A: Criteria For Selection
Regulation 6411B: Review Committee And Procedures

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Math Adoption Committee Charge

MPS seeks to make excellent curriculum decisions for all our students. We reached out to a variety of departments, principals and teachers to be on the **K-12 Math Adoption Steering Committee.** Additional parents and community members will be invited to participate on our expanded steering committee, which will review presentations and make final recommendations.

The committee has the following responsibilities:

- Examine standards and review research
- Assess student achievement and look for patterns
- Develop criteria for the request for proposal (RFP)
- Develop criteria for the evaluation of instructional materials
- Analyze materials to determine their match with national and state standards
- Select materials and school sites for the math adoption pilot program
- Gather and reflect on feedback from pilot-program teachers and public review process
- Articulate a coherent K-12 curriculum, along with appropriate Tier 2 and Tier 3 interventions
- Narrow selections for consideration
- **Vote on materials to adopt**

Overview of Math Curriculum Adoption Process/Timeline

	K-2	3-5	6-12
Creation of K-12 Math Adoption Steering Committee	November 2019		
Request for Proposal Published	February 2020	February 2021	Feb 2023
Vendor Proposals Received	May 2020	May 2021	May 2023
Review Submitted Proposals and Materials	June 2020	May 2021	May 2023
Presentations from Invited Vendors	June 2020	June 2021	June 2023
Vendors Selected for Pilot	July 2020	July 2021	July 2023
Pilot Materials in Buildings	September 2021 - June 2022		September 2023 - June 2024
Recommend Vendors for Adoption	June 2022		June 2024
Vendor approved by Board of Education	**June 14th 2022**		June 2024
Year 1 Contract and Installation	22-23 SY		24-25 SY
Multi-Year Contract Recommendation	June 2023		June 2025
Steering Committee begins 6-12 adoption process			Fall 2022

Steering Committee Membership

School-based roles represented:	Departments represented:
• K-5 Principal • K-5 Assistant Principal • 6-8 Principal • 9-12 Principal • K-2 Teachers Zones 1, 2, and 3 • 3-5 Teachers Zones 1, 2, and 3 • 6-8 Teachers Zones 1, 2, and 3 • 9-12 Teachers Zones 1, 2 and 3 • Online Teacher • Special Education Teacher (K-5) • Special Education Teacher (6-12) • Special Education Citywide • EL Teacher (K-5) • EL Teacher (6-12)	• Academic Leadership • Teaching and Learning • Research, Evaluation, Assessment and Accountability • Multilingual Department • Special Education Department • Talent Development/Advanced Learner Education (TDALE) • Early Childhood • Office of Indian Education • Office of Black Student Achievement (OBSA) • College & Career Readiness (CCR)

Selection Criteria

The K-12 Math Adoption Steering Committee is looking for math materials that:

- Contribute to an understanding of **ethnic**, **racial** and **cultural diversity** representative of the student demographics in MPS.
- Offers **cultural** and **linguistically-responsive** materials that differentiate for students of all abilities and backgrounds, such as students receiving support from **special education**, **ELL**, and **advanced academics**.
- Support **Effective Teaching Strategies** from NCTM Principles to Action and Catalyzing Change and provides **instructional resources** with differentiated opportunities across a continuum of skills and abilities.
- Provide **developmentally appropriate** resources.
- Offer **assessments** that include **diagnostic**, **formative** and **summative** tools.
- With curriculum content, tasks, and activities that have purposeful **alignment to the 2007 Minnesota Mathematics Standards**.

Pilot Site Selection Process

- **Geographical balance**
  - 1 school from South/Roosevelt; 1 school from Southwest/Washburn; 2 schools from Edison/Henry/North pathways.
- **Demographic balance**
  - Racial, special education and EL populations roughly match district-wide proportions.
- **Includes Spanish dual language sites** (Emerson and Green piloted both K-2 and 3-5 pilots).
- **Did not include magnet sites.**
- **Schools selected for either K-2 or 3-5 pilot.**
- Within each of the areas above, **random numbers were used to select schools** and assigned vendors.

Math Pilot Sites

K-2

Savvas - Investigations 3

Green Central Park
Jenny Lind
Lake Harriet Lower
Pillsbury Community
Whittier

Math Learning Center - Bridges/Number Corner

Barton
Emerson
Hiawatha
Lucy Laney
Waite Park

3-5

Math Learning Center - Bridges/Number Corner

Bancroft
Burroughs
Cityview
Green Central Park
Kenwood

Savvas - Investigations 3

Field
Keewaydin
Loring
Nellie Stone
Sheridan

McGraw Hill - Reveal Math

Bryn Mawr
Emerson
Folwell
Lake Harriet Upper
Pratt

Context Setting

MPS acknowledges the impact multiple local and national stressors had on the willingness, desire, ability, capacity of students, families, and staff to engage in data collection efforts.

Data Collection Methods

Method	Description
Teacher Survey	An online survey was administered to teachers that asked teachers to evaluate the piloted curriculum, provide feedback on the trainings, and share their experience with implementation.
Teacher Focus Groups	The focus groups were conducted in-person and online with teachers. Teachers were asked to share their experience with the curriculum and implementation.
District Staff Focus Group	A focus group was conducted with members of the Teaching and Learning department to gather their perceptions around interactions with vendors and curriculum implementation.
Student Feedback	Teachers volunteered to walk students through an activity where they gave feedback on different curriculum materials they used over the past year.
Principal Survey	An online survey was administered to elementary principals (pilot and non-pilot) during a portfolio meeting and asked them to give high-level feedback.
Culturally-Specific Parent Focus Groups	The math, REAA, and the Engagement and External Relations teams collaborated to host culturally-specific parent focus groups for our African American, American Indian, Hmong, Latin, and Somali communities.
Community Feedback	An online survey was open to the community.
	An open house was held on Saturday, May 7th

Key Data Points

K-2	Percent Agree or Strongly Agree	
	Bridges/ Number Corner	Investigations 3
My students seemed excited about learning math using this curriculum.	68%	60%
My students seemed engaged in the learning tasks outlined by the curriculum.	68%	64%

3-5	Percent Agree or Strongly Agree		
	Bridges/ Number Corner	Investigations 3	Reveal
My students seemed excited about learning math using this curriculum.	70%	38%	57%
My students seemed engaged in the learning tasks outlined by the curriculum.	74%	42%	64%

Steering Committee Rationale

K-5 Math Curriculum Adoption committee unanimously chose Math Learning Center - Bridges/Number Corner as the K-5 math curriculum provider, primarily due to student engagement, excitement, and approval.

Committee members appreciated the following about Bridges/Number Corner:

- The curriculum seemed to engage students;
- The same curriculum would be used throughout all of K-5 grades;
- Professional development and resources for teachers;
- The materials are developmentally appropriate; and
- Bridges/Number Corner received approval from both teachers and community/caregivers.

Data Interpretation and Voting Results

- Steering committee participated in a data co-interpretation process on Wednesday, June 1.
  - Steering committee members:
    - Reviewed data independently;
    - Worked in small groups to interpret the data and discuss what's important to teachers, students, families, and schools;- and
    - Voted independently on which curricula should be implemented district-wide K-2 and 3-5.
- A total of 19 steering committee members **unanimously** voted for **Math Learning Center - Bridges/Number Corner** to be implemented district-wide in K-2 and 3-5.

Next Steps

- During the 2022-23 school year we will be **purchasing and installing** Bridges/Number Corner district-wide.
- REAA and the Academic team will **gather feedback** from teachers, students and caregivers regarding implementation, to create a strong plan for successful implementation that meets our student, teacher and caregiver needs.

Questions

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Appendix

Data Overview

How the Data is Organized

- By rubric area, professional development, dual-language accessibility, and implementation.

- Feedback from non-teacher stakeholders (students, families, school leaders, and community members) is integrated throughout, wherever relevant.

Rubric Area 1 - K-5

Contributes to an understanding of ethnic, racial and cultural diversity representative of the student demographics in MPS.

Teacher Surveys K-2

	Bridges/ Number Corner	Investigations 3
Total Percent Agree or Strongly Agree	52%	45%

Teacher Surveys 3-5

	Bridges/ Number Corner	Investigations 3	Reveal
Total Percent Agree or Strongly Agree	39%	37%	79%

Teacher Focus Groups

- Teachers noted difficulty trying to reflect students' lived experiences when doing math, in general.
- However, some teachers piloting K-2 Bridges/Number Corner and 3-5 Investigations did point out what they saw as attempts in their piloted curriculum to be representative.
- One teacher piloting K-2 Bridges/Number Corner also mentioned that their school isn't diverse.
- Another teacher piloting 3-5 Bridges/Number Corner acknowledged how their student population were the ones already centered in the curriculum.
- Focus-group teachers piloting K-2 Investigations and 3-5 Reveal were not specifically asked about this topic.

Rubric Area 2 - K-5

Offers cultural and linguistically responsive materials that differentiate for students of all abilities and backgrounds, such as, students receiving support from special education, ELL, and advanced academics.

Teacher Surveys K-2

	Bridges/ Number Corner	Investigations 3
Total % Agree or Strongly Agree	65%	58%

Teacher Surveys 3-5

	Bridges/ Number Corner	Investigations 3	Reveal
Total % Agree or Strongly Agree	43%	44%	61%

Teacher Focus Groups

- Most teachers, no matter which curriculum they piloted, pointed out ways that their curriculum was not meeting student needs since there was a lot of variation in student skill levels and math abilities.
- The only curriculum described by a few teachers as having "kid-friendly terminology" was K-2 Bridges/Number Corner. Some teachers also saw their students engaged in math when using this curriculum.
- Two teachers piloting 3-5 Bridges/Number Corner said that it was a good fit for high-academic students.
- One teacher piloting 3-5 Investigations mentioned that their students had no issues with the reading level of the curriculum.
- Some teachers mentioned how 3-5 Reveal was "language intensive" and hard for their students to read at grade level.

Spanish Language Translations and Bridging - K-5

K-2	Percent Agree or Strongly Agree	
	Bridges/ Number Corner	Investigations 3
The Spanish translation of the curriculum is of high quality. (High quality means you can tell it contains terms as they are taught in a Spanish speaking country.)	67% (3)	80% (10)
The curriculum provides opportunities to plan for bridging between the languages of instruction.	67% (3)	50% (10)

3-5	Percent Agree or Strongly Agree		
	Bridges/ Number Corner	Investigations 3	Reveal
The Spanish translation of the curriculum is of high quality. (High quality means you can tell it contains terms as they are taught in a Spanish-speaking country.)	80% (5)	60% (5)	25% (4)
The curriculum provides opportunities to plan for bridging between the languages of instruction.	80% (5)	0% (6)	0% (4)

- In focus groups, no particular curriculum stood out in this area.
- At dual-language schools piloting K-2 Investigations and 3-5 Bridges/Number Corner, teachers mentioned they saw few errors with the Spanish translations. However, those same schools also had teachers pointing out what they would have liked to see differently in the curriculum.
- Grades 3-5 Investigations was mentioned by more teachers as having language issues.
- No teachers from K-2 Bridges/Number Corner brought up language.
- No schools piloting grades 3-5 Reveal in Spanish were part of focus groups.

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Rubric Area 3 - K-5

Supports effective teaching strategies from NCTM Principles to Action and Catalyzing Change and provides instructional resources with differentiated opportunities across a continuum of skills and abilities.

Teacher Surveys K-2

	Bridges/ Number Corner	Investigations 3
Total Percent Agree or Strongly Agree	72%	63%

Teacher Surveys 3-5

	Bridges/ Number Corner	Investigations 3	Reveal
Total Percent Agree or Strongly Agree	71%	57%	75%

Teacher Focus Groups

- The curricula with the most teacher approval was K-2 Bridges/Number Corner and 3-5 Bridges/Number Corner.
- For K-2 Bridges/Number Corner, some teachers shared that the curriculum approached teaching Math in a way that was a strength. However, one teacher noted that there was not much support for differentiation in this curriculum.
- For 3-5 Bridges/Number Corner, teachers emphasized the conceptual strength of the curriculum and teaching strategies around intervention. However, what was also mentioned on the part of teachers about this curriculum was how long it took to read, set up, and complete during class time with students. Some teachers also brought up the lack of differentiation available since it's whole class instruction.
- For Investigations, both K-2 and 3-5, teachers wanted more direct instructions to help with teaching strategies.
- For 3-5 Reveal, teachers wanted better differentiation than what was offered.

Rubric Area 4 - K-2

Provides developmentally appropriate resources

Teacher Surveys

	Bridges/ Number Corner	Investigations 3
Total % Agree or Strongly Agree	79%	76%

K-2 Bridges/Number Corner

- Teachers reported that the online resources were most helpful
- Teachers noticed that their students enjoyed Work Places, but found the manipulatives to be overwhelming and not intuitive to use
- Overall, teachers reported that it would have been helpful to have more support with prepping materials ahead of time. They were challenged by the number of physical curriculum components required for implementation, especially for Number Corner.

K-2 Investigations

- While teachers reported that the online resources were most helpful, they found it challenging to access the online resources
- Teachers reported that the manipulatives were not very student-friendly.

Teacher Focus Groups

- Teachers piloting K-2 Bridges/Number Corner pointed out games, repetition, hands-on activities, discussions, and resources like videos were parts of the content that they liked. One teacher used "developmentally appropriate" to describe the content. A few other teachers talked about various "assumptions" made about classrooms that they did not find to be true.
- For K-2 Investigations, some teachers mentioned that it was a "familiar"curriculum since it was used before. Teachers found resources like workbooks useful. There were mixed feelings about the online pieces.

Rubric Area 4 - Grades 3-5

Provides developmentally appropriate resources

Teacher Surveys

	Bridges/ Number Corner	Investigations 3	Reveal
Total % Agree or Strongly Agree	81%	63%	76%

3-5 Bridges/Number Corner

- Teachers reported that the online resources and teacher guides were most helpful.
- Overall, teachers reported that it would have been helpful to have more support with prepping materials ahead of time.

3-5 Investigations

- Teachers reported that the online resources and manipulatives were most helpful.

3-5 Reveal

- Teachers reported that the online resources and teacher guides were most helpful.

Teacher Focus Groups

- For 3-5 Bridges/Number Corner, a few teachers felt the games and manipulatives could be improved and the resources that were available were not useful, so they ended up finding other resources to supplement. Teachers also commented on the extra amount of time needed to do lessons and activities with this curriculum, because of the intensity of the content.
- Teachers piloting 3-5 Investigations liked the manipulatives, but they found the online components to be challenging.
- Teachers who piloted 3-5 Reveal mentioned that there were a lot of resources, which was good, although they did not use them a lot.

Rubric Area 4 - K-5 Student Feedback

Provides developmentally appropriate resources

Percent students who responded, "Yes, this helped me get better at math":

	K-2 Bridges/ Number Corner		3-5 Bridges/ Number Corner	
	Percent Yes	**Total Respondents**	**Percent Yes**	**Total Respondents**
Apps	62%	29	28%	113
Cards and Games	61%	46	64%	157
Hands On Activities	71%	45	81%	154
Number Corner	**86%**	44	61%	147
Workbooks	79%	43	**83%**	158
Work Places	N/A		63%	146

	3-5 Reveal Math	
	Percent Yes	**Total Respondents**
Warm Ups	45%	100
Real World Connections	36%	98
Be Curious Conversations	40%	102
Foldables	32%	79
Workbooks	**91%**	103
STEM Videos	16%	98
Learn Activities	68%	99
Hands On Activities	74%	99

Rubric Area 5 - K-5

Offers assessments that include diagnostic, formative and summative tools

Teacher Surveys

K-2	Bridges/ Number Corner	Investigations 3
Total % Agree or Strongly Agree	73%	68%

3-5	Bridges/ Number Corner	Investigations 3	Reveal
Total % Agree or Strongly Agree	86%	47%	79%

Teacher Focus Groups

- Not many teachers talked specifically about assessments in focus groups.
- A few teachers brought up the placement exercises/tests in 3-5 Bridges/Number Corner as a strength.
- A few teachers who piloted 3-5 Investigations thought the assessments could be improved.

Professional Development - K-5 Teachers

Overall, regardless of curriculum, teachers reported the most helpful element of their curriculum PD was when the trainer walked through the various elements of the curriculum. Teachers across curricula also expressed a need for more time to prepare lessons and materials and plan/collaborate with colleagues.

Bridges/Number Corner

- Teachers expressed a need for more **modeling/examples of using the curriculum** to support implementation.
- Teachers want more training and PD on the **various elements of the curriculum** - materials, manipulatives, and lesson types.
- Teachers need more **support with differentiation and interventions**
- Teachers stated that in order to feel prepared to implement this curriculum, they needed **ample time to prepare materials and collaborate with colleagues**. The amount of prep time required by Bridges/Number Corner was a barrier to implementation for teachers.

Investigations

- Teachers expressed that more **planning time with colleagues** is critical to successful implementation.

Reveal

- Teachers generally liked the PD instructors, but wished the **trainings were more interactive, personal, and grounded in modeling/examples** of the curriculum being used in practice.

Professional Development - K-5 Teachers

In focus groups, teachers provide feedback about their professional development needs, whether it was about improving or adding to the professional development they received while piloting their curriculum.

- For teachers piloting K-2 and 3-5 Bridges/Number Corner, they wanted to focus on organizing materials to make them more manageable and being able to hear, see, or collaborate with teachers who had already successfully implemented the curriculum in their classrooms.
- Teachers who piloted K-2 Investigations mentioned that the training they received focused mainly on the website, which was not useful. For 3-5 Investigations, teachers wanted more professional development, in general.
- Teachers who piloted 3-5 Reveal did not find the professional development they received helpful.
- One teacher at a dual-language school shared their experience with bilingual PD and wanted more opportunities with a Spanish trainer at their site, regardless of the curriculum selected for field testing.

Overall Feedback - **K-5 Teachers**

K-2	Percent Agree or Strongly Agree	
	Bridges/ Number Corner	Investigations 3
I felt prepared to confidently implement the curriculum.	40%	65%
My students seemed excited about learning math using this curriculum.	68%	60%
My students seemed engaged in the learning tasks outlined by the curriculum.	68%	64%

3-5	Percent Agree or Strongly Agree		
	Bridges/ Number Corner	Investigations 3	Reveal
I felt prepared to confidently implement the curriculum.	39%	46%	68%
My students seemed excited about learning math using this curriculum.	70%	38%	57%
My students seemed engaged in the learning tasks outlined by the curriculum.	74%	42%	64%

- In focus groups, a few teachers piloting K-2 and 3-5 curriculum shared their experiences about the support they received this year from MPS district to pilot their curriculum and what else they needed.
- Some teachers in focus groups piloting 3-5 curriculum mentioned how what they piloted was not very user-friendly, sharing examples of challenges with navigating both physical and online materials.

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Overall Feedback - K-5 Pilot Principals

Pilot-site principals response: *"I am comfortable with this curriculum and its materials being used with my school's students."*		
	Percent Agree or Strongly Agree	**Total Number of Respondents**
Bridges/Number Corner	91%	11
Investigations 3	43%	7
Reveal Math	100%	5

Overall Feedback - K-5 Community Feedback

Community survey response: *"I am comfortable with this curriculum and the materials being used with my child(ren)/student(s)."*				
	Parents/Caregivers		**Community Members/Teachers/Other**	
	Percent Agree or Strongly Agree	**Total Number of Respondents**	**Percent Agree or Strongly Agree**	**Total Number of Respondents**
Bridges/Number Corner	90%	20	67%	15
Investigations 3	59%	17	75%	12
Reveal Math	77%	13	62%	13

Feedback for Implementation Planning - K-5

Teachers	Principals	District Staff	Culturally Specific Parent Focus Groups
In addition to sharing feedback about piloting their respective curriculum, teachers also brought up many **questions they still have for the Steering Committee** and thoughts they have about their experiences and their student's experiences with Math in the district. These **valuable insights** are critical for the Steering Committee to consider what it will really mean for **schools and students to experience and live through any new Math curricula that are chosen**.	**Identified the following as a necessary for successful implementation:** • Ongoing training/PD, coaching, and regular planning time for teachers • Time for teachers to work through materials at the beginning of the school year • Modeled lessons, examples of exemplary lessons • Clear expectations for implementation	Math needs to be a priority for MPS - needs to be a focus for PD and PLC work. School leaders need training on observations during math time so they can support implementation at the building level. Limited PD for Math will compromise ability to implement with fidelity. Want teachers to believe that the curricula can support them and their students.	Regardless of which curricula are chosen, parents need to know how they can best support their child(ren) in math. Some parents expressed they wanted the chosen curriculum to be consistent across K-5 for continuity with students, and to accommodate families with children in multiple grades who may need to support their child(ren) with math

SECTION 1: **AMENDMENT** "Policy 3548: Bus Safety" of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

A M E N D M E N T

Policy 3548: Bus Safety

1. **PURPOSE**
   The safety of students being transported by Minneapolis Public Schools to and from their places of residence~~homes~~ and on official district trips is important to the Board of Directors. The purpose of this policy is to establish rules for the education of students regarding bus safety, establish safety standards for employees and recognize the joint responsibility of parents, students, staff, and contractors for safe bus transportation.
2. **GENERAL STATEMENT OF POLICY**
   a. The District may designate a School Bus Safety Week. Whenever possible this week shall be within the first three weeks of school, and most school bus safety training shall take place during this same time period~~week~~.
   b. All students enrolled in Pre-Kindergarten through Grade 6 in a Minneapolis Public School, whether or not they regularly ride a bus to and from school, shall be given adequate school bus safety training within the first three weeks of school covering the following topics:
      i. transportation provided by the schools is a privilege, not a right of students;
      ii. District and school rules for student conduct on or around school buses and bus safety;
      iii. appropriate conduct while on a school bus;
      iv. definition of the "danger zones" surrounding a school bus;
      v. safe procedures for boarding and leaving a school bus;
      vi. procedures for safe vehicle lane crossing;
      vii. school bus evacuation and other emergency procedures.
   c. Students enrolled in Grades 7 through Grade 10 who have not previously had bus safety training through a Minneapolis Public School shall receive individual or group instruction, or bus safety materials by the end of the first month of school
   d. Students who enroll after the school bus training is given in their school will receive individual or group instruction, or, in the case of Grades seven and above, written instructional materials within two weeks of their enrollment if they have not already received the training at a previous Minneapolis Public School.
   e. Students who enroll in Grades 11- 12 who have not had previous Minneapolis School Bus Training shall receive the training or written instructional materials within two weeks of enrollment.
   f. All students in Grades Kindergarten through Grade Three shall receive bus

safety instruction at least twice during the academic year.

g. All students transported by school bus to and from school must participate in at least one bus evacuation drill during each academic year.
h. The District shall make reasonable accommodations for students whose first language is other than English in receiving bus safety training.
i. The District shall make reasonable accommodations for students with disabilities in receiving bus safety training.
j. The District shall adopt a bus safety curriculum and make it available to all schools, and shall also make it available for public view.
k. Only students assigned to a school bus by the District shall be transported. Daily passes may be assigned by the school of enrollment.
l. Students shall disembark only at their assigned bus stop unless they have a written daily pass from their school. Parents may request a daily pass to accommodate changes in after school care or other family purposes.
m. There shall be no loading of any school transportation vehicle beyond the vehicle's approved capacity.
n. Bus drivers must minimize to the extent practical the idling of school bus engines and exposure of students and other to diesel exhaust fumes.
o. All school buses shall carry appropriate emergency equipment including a fire extinguisher and a first aid kit.

3. **NON-PUBLIC SCHOOL TRANSPORTATION SAFETY**
   a. Any non-public school student or charter school student who is transported by District Transportation services is required to follow all District rules regarding bus transportation safety and rules of conduct while riding a school bus.
   b. Non-public schools that use District Transportation services for their students shall provide required bus safety training to their students as required for district schools in Paragraph 2. above.
   c. Non-public schools must certify to the Superintendent or Superintendent's designee that all students enrolled in grades Kindergarten through Ten have received the appropriate training.
4. **SCHOOL BUS CODE OF CONDUCT**
   a. The Superintendent, or Superintendent's designee, shall establish a Student Code of Bus Conduct. This Code of Conduct may be incorporated into the general Student Code of Conduct, or may be established separately. The Code of Bus Conduct shall include, but is not limited to:
      i. appropriate behavior at designated school bus stops
      ii. appropriate behavior while on the bus
      iii. appropriate behavior upon arrival at school, or at bus stop, while disembarking or loading onto the bus.
   b. Students are expected to abide by the Student Code of Bus Conduct. Failure to follow the rules set forth shall result in disciplinary actions for the student.
   c. Records of Student Code of Bus Conduct infractions shall be maintained and forwarded to the school administration and retained as other disciplinary records are maintained.
   d. Student conduct on a bus or in a bus loading or unloading area that creates a

substantial danger to the student or surrounding persons or property shall be reported to the Minnesota Department of Public Safety as required by law.

e. The Student Code of Bus Conduct shall be posted on every school bus.
f. Any student conduct on a school bus, at a school bus stop, or in an unloading or loading area that constitutes a crime (for example, assault, possession or use of weapon, drug possession or vandalism) shall be reported to the Transportation Manager ~~School Resource Officer~~ and may also be reported to local law enforcement.

5. **PARENT AND GUARDIAN INVOLVEMENT**
   a. Parents, guardians and the adult caretakers of students are partners with the District in teaching safe bus conduct to students. The Student Code of Bus Conduct shall be made available to all parents and guardians. Adult caretakers of students hired or used by parents or guardians who meet school buses or bring students to bus stops may request copies of the Student Code of Bus Conduct from the student's parent or guardian. Individual schools may choose to make the Student Code of Bus Conduct available to adult caretakers other than parents or guardians.
   b. Parents, guardians and adult caretakers of children are responsible to:
      i. Familiarize themselves with school district rules, policies, regulations and the principles of school bus safety, and the Student Code of Bus Conduct and review these with their student(s);
      ii. Support safe riding and walking practices and teach students that they are responsible for their actions;
      iii. Communicate safety concerns to school administrators;
      iv. Monitor bus stops whenever possible;
      v. Arrange to have children at their assigned bus stop five (5) minutes before the scheduled bus arrival;
      vi. Arrange to dress students appropriately for the weather conditions; and
      vii. Make a plan with their children for times when the bus is late.

6. **SCHOOL TRANSPORTATION SAFETY DIRECTOR**
   a. The Superintendent shall appoint an individual to serve as the District's ~~s~~School ~~t~~Transportation ~~s~~Safety ~~d~~Director.
   b. The Safety Director shall have the day-to-day responsibility for student transportation safety, including transportation of non-public students and charter school students when transportation is provided by the District.
   c. The Safety Director shall review this policy on no less than a three year cycle to assure that it conforms to applicable law.

7. **RESPONSIBILITIES**
   a. The Superintendent, or the District School Transportation Safety Director, shall no less than annually report to the Board on transportation safety records.
   b. Bus drivers are responsible for observing all safety requirements, encouraging compliance with the Student Code of Bus Conduct, reporting infractions, and supporting bus safety measures.
   c. Principals are responsible for assuring that all bus training required under this

policy and applicable law is scheduled with staff.

d. Principals are responsible for assuring that all students who enter after the initial training has been completed at their building have either received training prior to enrollment at their school, or receive the necessary training required under this policy.
e. Principals are responsible for assuring that bus conduct infractions are recorded in the disciplinary record system.
f. Teachers shall support bus safety, and shall review bus conduct rules with students prior to field trips using bus transportation.
g. Parents are responsible as specifically identified in this policy as well as generally supporting bus safety.
h. Students are responsible for following the Student Code of Bus Conduct and promoting bus safety among their peers.

Original Adoption:
04/25/1967

Revision Dates:
10/09/1973; 02/11/2014

Legal References:

- Minn. Stat. §120A.22 (Compulsory Instruction)
- Minn. Stat. §§121A.40 – 121A.56 (Pupil Fair Dismissal Act)
- Minn. Stat. § 121A.59 (Bus Transportation a Privilege Not a Right)
- Minn. Stat. §§123B.84 - 123B.87 (Equal Treatment in Transporting Students)
- Minn. Stat. §123B.88 (Independent School Districts: Transportation)
- Minn. Stat. §123B.90 (School Bus Safety Training)
- Minn. Stat. §123B.91 (School District Bus Safety Responsibilities)
- Minn. Stat. §123B.92 (Transportation Aid Entitlement)

MPS Policy Cross References:

- Policy 4200 (Personnel Data)
- Policy 5690 (Student Data)
- Policy 3545 (Transportation)
- Policy 3546 (Bus Equipment and Drivers)
- Policy 4002 (Harassment and Violence Prohibition)
- Policy 4025 (Drug-Free and Weapons-Free Schools and Workplace)
- Policy 4026 (Transportation Employees: Drug and Alcohol Testing)
- Policy 5200 (Behavior Standards and Code of Conduct)
- Policy 5201 (Hazing and Bullying Prohibition)
- Policy 5210 (Student Personal Electronic Devices)
- Policy 5220 (Tobacco Use, Student)
- Policy 5631 (Drug-Free Schools, Chemical Health, Chemical Use and Abuse)
- Policy 5680 (Search of Students, Lockers, Desks, Motor Vehicles)

- Policy 6131 (School Calendar)
- Policy 6132 (School Day)
- Policy 6230 (Field Trips)
- Policy 6450 (Pupil Fees)
- Policy 6680 (Safety, Security and Emergency Preparedness)
- Policy 6681 (Accident Prevention and Reporting)
- Policy 6682 (Emergency Health Care)
- Policy 6692 (Student Medication)

SECTION 1: **AMENDMENT** "Policy 6690: Wellness Policy" of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 6690: Wellness Policy

1. **PURPOSE**
   Minneapolis Public Schools recognizes that the responsibility for the total health and wellness of the student is the joint responsibility of the parents, staff, schools, the community, and students themselves. An important part of the mission of the district is to equip students to make healthy choices to prepare them to be skilled and confident citizens capable of succeeding in their work, personal and family lives. Through education in nutrition, physical activity, and other life choices we strive to empower students to build healthy bodies and minds Overall wellness contributes to academic readiness, attendance, and academic success. Ancillary services provided or available to students must be aligned with the content standards and support the total health and wellness of the student. The purpose of this policy is to develop health learners through a school environment that promotes and protects students' and staff's health, well-being, and ability to learn.
2. **GENERAL STATEMENT OF POLICY**
   a. Health and Physical Education shall be based on content standards and shall include educational experiences to promote good mental and physical health for all students at all age levels served by Minneapolis Public schools.
   b. The district shall provide or partner with external organizations to provide an employee wellness program that supports the overall well-being of all employees.
   c. ~~The school meal program is not only a service provided or available to students, but shall serve as an integral part of nutrition education and promotion. It shall be a positive learning experience contributing to the goals of the educational program as well as the nutrition service goals and good nutrition promotion.~~ The school meal program is not only a service provided or available to students, but shall serve as an integral part of the District's nutrition promotion and education goals by:
      i. encouraging good nutrition through ongoing and seasonal promotion opportunities such as Farm to School Month, National Nutrition Month, Harvest of the Month, National School Lunch Week and other opportunities;
      ii. serving fresh and local food in school meals year-round;
      iii. Offering experiential learning opportunities such as taste tests, education farm field trips, and school gardens for students to explore, taste, and grow food; and
      iv. incorporating nutrition education into the classroom through stand-

alone lessons or combined with other core subjects to meet Health Education Standards.

d. School environments shall promote and protect students' health, well-being and ability to learn by:
    i. providing opportunities, support and encouragement for all students to be physically active on a regular basis through standards-based physical education classes, extracurricular activities, and classroom and other opportunities for physical activity;
    ii. providing all elementary school children a minimum of thirty (30) minutes of daily recess in all elementary schools.
    iii. prohibiting the imposition of physical activity or exclusion from physical activity as a response to behavior in violation of the district's behavior standards;
    iv. prohibiting the unreasonable delay or denial of meals, or the unreasonable limitation of daily menu options as a response to behavior in violation of the district's behavior standards;
    v. supporting Safe Routes to Schools or other, similar programs and curricula that promote walking, biking, and rolling~~walking~~ to, from, and while at school and work by students and staff.
    vi. providing access to a variety of affordable, nutritious and appealing foods that meet ~~their~~student health and nutrition needs by full participation in the federal school meal programs to the maximum extent practicable, and by thoughtful sourcing, preparation and presentation of the school meal programs;
    vii. respecting religious, ethnic and cultural diversity in healthy food choices offered through the nutrition services program as well as through the curriculum;
    viii. respecting religious, ethnic and cultural diversity in offering appropriate opportunities and accommodations for physical education and physical activity;
    ix. being aware of food allergies and sensitivities in the food choices offered to students through the school meal programs and the curriculum;
    x. providing clean, safe and adequate settings and schedules to eat meals at school;
    xi. applying USDA standards for healthy choice in foods offered or made available to students through non-school meal program opportunities such as, but not limited to:
        (1) school celebrations,
        (2) snacks offered in the classroom, and
        (3) food included in the curriculum;
    xii. applying USDA standards for healthy choice in foods offered for sale to students during the defined school day through non-school meal program opportunities such as, but not limited to:
        (1) Concessions

(2) School stores

(3) Vending machines available to students

(4) fundraising efforts by the school or school activities

xiii. planning for students and staff who bike and walk to, from or while at school or work.

e. Schools shall encourage parents to promote and support healthy eating and physical activity by:
   i. encouraging the provision and packing of healthy meals and snacks for individual students who do not participate in the school meal programs, and encouraging parents to refrain from providing beverages and foods without nutritional value in meals or snacks provided by the home;
   ii. informing parents of extracurricular activities that promote healthy lifestyles and physical activity;
   iii. encouraging parents to choose safe and appropriate walking or biking to, from or while at school;
   iv. encouraging parents to apply for the reduced price or free school meal program;
   v. assuring parents the confidentiality of student status as qualifying for free or reduced price school meal participation.

f. District student support services shall promote awareness of mental health with students and parents, and coordinate services provided to students by third parties with district services. Provision of direct mental health services to students is the responsibility of student families, the medical community, and governmental agencies.

g. Marketing of food and beverages, except as otherwise provided herein, is limited to promotion of the school meal programs. Marketing of brands that offer food and beverages that comply with the criteria for competitive food under Federal law and district standards for such advertising, is permitted in school gymnasiums, ice rinks and sports areas on large equipment, fences, and score boards.

3. **RESPONSIBILITY**

a. The Superintendent is authorized to promulgate regulations for the implementation of this policy.

b. The District shall complete the federally required assessment and make a public report at least every three years on the compliance of each school with this policy.

c. The Superintendent shall designate an appropriate district staff position which has the responsibility and authority to ensure the implementation of this policy and to lead the required assessment of compliance. The appropriate staff shall prepare and execute a plan for assessing the implementation of and compliance with the policy, and measuring progress toward district goals.

d. The Superintendent shall establish a committee including parents, students, teachers of physical education, school health professionals, representatives of the nutrition services program, school administrators and representation from

the school board to review and update this policy, which review shall occur no less than every three years, or as required by law.

e. The District shall inform parents, student and staff of the terms of this policy on an annual basis.
f. Principals shall communicate with parents and the school community regarding school wellness activities, goals, and plans. Input from parents shall be sought in the creation of individual school wellness plans. Principals and site administrators are responsible for the implementation of this policy at their school.

Original Adoption:
09/25/1973

Revision Dates:
09/30/1975, 12/16/1975, 08/13/1985, 08/29/2006, 06/13/2017

Legal References:

- 7 U.S.C. § 5341 (Establishment of Dietary Guidelines)
- 42 U.S.C. § 1751 et seq. (National School Lunch Act)
- 42 U.S.C. § 1771 et seq. (Child Nutrition Act of 1966)
- 42 U.S.C. §1758b (Local Wellness Policy)
- 7 C.F.R. § 210.10 (School Lunch Program Regulations)
- 7 C.F.R. § 220.8 (School Breakfast Program Regulations)
- Minn. Stat. §120A.22, Subd 9. (Compulsory Education, required curriculum)
- Minn. Stat. §121A.215 (Local School District Wellness Policy on Website)

MPS Policy Cross References:

- Policy 4200 (Personnel Data)
- Policy 5690 (Student Data)
- Policy 1100 (Advertising in the Schools)
- Policy 1600 (Use of School Facilities)
- Policy 2305 (Superintendent Advisories)
- Policy 3261 (Vending Machines)
- Policy 3550 (Nutrition Services)
- Policy 5000 (Equal Education Opportunity)
- Policy 5220 (Tobacco Use, Student)
- Policy 5350 (Student Records)
- Policy 5540 (Fundraising)
- Policy 5630 (Health Examinations, Health Screening, Immunizations and Services)
- Policy 5631 (Drug Free Schools)
- Policy 5750 (Disability Non-Discrimination – Section 504)
- Policy 5800 (Family Engagement)
- Policy 6200 (Curriculum)
- Policy 6411 (Learning Materials and Resources)

- Policy 6680 (Safety, Security and Emergency Preparedness)
- Policy 6681 (Accident Prevention and Reporting)
- Policy 6682 (Emergency Health Care)
- Policy 6692 (Student Medication)
- Policy 7010 (Environmental Health and Safety)
- Regulation 6690 A (School Meal Programs)
- Regulation 6690 B (Health Education and Staff Well-being)
- Regulation 6690 C (Non-Meal Program Food)
- Regulation 6690 D (School Health Services)
- Regulation 6690 E (Planning for Active Commuting)

Minneapolis Public Schools

List A: All Employees: Tuesday, June 14, 2022

Hiring - Licensed

Amanda Huber	Health Services	Teacher, School Nurse	6/1/2022
June Thiemann	ABE Hourly	Teacher, Adult Basic Ed (Hourly)	2/22/2022

Hiring - Non Licensed

Sadiq Ahmed	Equity & Integration	Coordinator, Educational Equity	5/31/2022
Nicole Ave'Lallemant	Early Childhood Special Education	Special Education Assistant	5/10/2022
Cynthia Booker	Board Of Education	Board Of Education	5/11/2022
James Brown	Engineers, Zone 1	Custodian	5/31/2022
Ashley Davis	Engineers, Zone 1	Custodian	5/31/2022
Malone Deyoung	Check and Connect	Associate Educator	5/24/2022
Jamal Dixon	Engineers, Zone 2	Custodian	5/16/2022
Josiah Erickson	Anthony Middle	Special Education Assistant	5/3/2022
Maimuna Hassan	Folwell Elementary	Special Education Assistant	5/31/2022
Hugo Huitron	Emerson Elementary	Associate Educator	5/24/2022
Wyatt Jackson	Engineers, Zone 1	Custodian	5/10/2022
Christopher Johnson	FAIR High	Special Education Assistant	5/24/2022
Keyowa King	Engineers, Zone 1	Custodian, Second Shift Lead	5/17/2022
Maria Lamas	CWS, Site Group 1	Food Service Assistant	5/17/2022
Edward Lee	South High	Associate Educator	5/26/2022
Xinming Liu	Bryn Mawr Elementary	Special Education Assistant	5/9/2022
Rebecca Louk	CWS, Site Group 2	Food Service Assistant	5/5/2022
Marcus Nolen	Hall Academy Elementary	Special Education Assistant	5/10/2022

Minneapolis Public Schools

List A: All Employees: Tuesday, June 14, 2022

Hiring - Non Licensed

Noah Peterson	Bancroft Elementary	Special Education Assistant	5/10/2022
Alyssa Qualls	Webster Elementary	Special Education Assistant	5/24/2022
Jamie Randall	Bethune Elementary	Special Education Assistant	5/24/2022
Najia Sahar	Office of the Senior Academic Officer	Associate Educator	5/10/2022
Alinasir Samatar	Washburn High	Special Education Assistant	5/3/2022
Evan Schwartz	Engineers, Zone 2	Custodian	6/7/2022
Lee Taylor	Engineers, Zone 1	Custodian	5/10/2022
Carmen Turner	Engineers, Zone 2	Custodian	5/10/2022
Allison Umhoefer	Lyndale Elementary	Associate Educator	5/16/2022
Binti Yusuf	Transportation	Bus Aide	5/18/2022

Discharges

Licensed

Non-Licensed

Associate Educator	06-01-2022	2022-6-ER-4962
Special Education Assistant	05-11-2022	2022-6-ER-4958
Custodian	05-05-2022	2022-6-ER-5003

Probationary Separations

Licensed

Assistant Principal	06-24-2022	2022-6-ER-5017
Teacher	06-16-2022	2022-6-ER-4935

Licensed, Staff Reduction

Non-Licensed

School Secretary	05-10-2022	2022-6-ER-5040
Special Education Assistant	06-01-2022	2022-6-ER-5088
Child Care Assistant	05-13-2022	2022-6-ER-5062
School Secretary	05-20-2022	2022-6-ER-5042
School Success Program Assistant	05-27-2022	2022-6-ER-5012

Non-Licensed, Staff Reduction

Layoffs

Licensed

Non-Licensed

Administrative Contract Non-Renewals

Contract between Special School District Number 1
and
Achieve Twin Cities
For Support of the Career and College Initiative

THIS CONTRACT, entered into this 1st day of July, 2022, by and between Special School District No. 1, acting through the Board of Education, (herein called the "School District") and Achieve Twin Cities, a Minnesota nonprofit corporation, (herein called the "Contractor"). The School District enters into contract with the contractor for the amount of **$465,000,** which covers a portion of the total budget for the delivery of additional Career and College Readiness services.

WHEREAS, the School District is committed to increasing academic achievement for all students and to ensuring that every student who graduates from Minneapolis Public Schools is college and career ready; and

WHEREAS, the Contractor has represented itself as experienced in providing services that prepare students to succeed in college, careers and work; and

WHEREAS, the School District wishes to engage the Contractor to provide said services under the terms of this Contract (the "Contract");

NOW THEREFORE, it is agreed between the parties hereto that;

I. **TIME OF PERFORMANCE**

Services of the Contractor shall begin on the 1st day of July, 2022, and shall continue until the 30th day of June, 2023, or until terminated by either party as provided for in Part II, General Conditions, attached hereto.

II. **COMPENSATION**

It is expressly agreed and understood that all compensation including reimbursable expenses, if any, to be paid by the School District under this Contract shall not under any circumstances exceed $465,000; for services as defined in this Contract in accordance with a project budget approved by the School District, that is on file with the School District's designated Representative.

Expense Reimbursement. Reimbursable expenses shall be paid quarterly upon proper submission of itemized invoices to the School District. The School District agrees to pay for reimbursable expenses, within thirty (30) days of receipt of invoice, for only expenses as per the approved budget, and in compliance with this Contract.

III. BUDGET

This Contract for $465,000 represents a portion of the total program budget for College & Career Readiness and Youth Re-engagement services.

IV. SCHOOL DISTRICT RESPONSIBILITIES

School district agrees to provide a space within the school (stand-alone if at all possible) for the Career and College Center (CCC) that functions as the office of the CCC Coordinator and the meeting and program space for student advising activities. School district will provide technology that facilitates the delivery of CCC services, including a laptop for each coordinator, computers for student use in the CCC, and access to a printer and copier. The Achieve Twin Cities Coordinator will control usage of the space, including activities run by other programs and staff. School district also agrees to outfit all CCC with functioning desks, tables and chairs and with functional technology that is updated in accordance with the district schedule.

For schools without physical Career and College Centers (MPS Online and Contract Alternative Programs), School District agrees to provide technology that facilitates the delivery of CCC services and access to technology required to engage with students in these environments (e.g. wifi access, access to Google Classroom, etc). School District also agrees to provide access to working spaces within locations utilized by school staff of those schools (e.g. staff lounges, workspace at the Davis Center, etc).

V. CONTRACTOR RESPONSIBILITIES

Contractor agrees to provide comprehensive college and career readiness services to MPS high school students at Washburn, Heritage, Longfellow, FAIR, and MPS Online. Contractor agrees to partner with the Director of the Contract Alternative Programs to deliver career and college readiness to students in alternative school settings, focusing specifically on students who are on track to graduate.

VI.

The contracted amount of $465,000 covers a portion of the cost of hiring, train, and support Career and College Center Coordinators and Youth Re-engagement Specialists who are competent to provide individualized and group career and college readiness advising and post-secondary planning guidance and to partner with counseling teams, school administrators, and other Career and College-oriented CBOs in service of supporting students' post-secondary plan development.

Goals and Metrics*

MPS Office of College & Career Readiness and Achieve Twin Cities CCC Coordinators will work in collaboration to achieve the following goals in the standard high school programs (Washburn, Heritage, FAIR, Longfellow):

Increase My Life Plan task progress rate to 85% for all students grades 9-12
Increase 9th -12th grade on track readiness (district wide) for SY21 in the following areas: • *All students passing all core class from 75% to 78% by the end of each grade* • *Increase African American, American Indian, and Hispanic students passing all core courses by 5%*
Increase senior postsecondary applications by 5%
Increase senior applications to trade programs by 5%
Increase senior student FAFSA/Dream Act by 3%

Achieve Twin Cities Engagement Goals (Established Centers):

1. Total Students Served: % of students served through targeted or group CCR activities with Achieve Twin Cities:
   - 15% of freshmen
   - 25% of sophomores
   - 45% of juniors
   - 80% of seniors
2. Individual Advising:
   - 60% of all seniors will participate in 1:1 post-secondary advising
3. Disproportionately serve students that have been excluded from higher education and high-paying career pathways (Students of color, Students on FRL)

MPS Online and Contract Alternatives:

1. Partner school leaders report a high degree of satisfaction with services provided by Achieve Twin Cities Coordinators
2. Achieve Twin Cities coordinators and school teams establish effective partnership:
   a. Outline school CCR strategy
   b. Delineate roles and responsibilities between relevant staff
   c. Align on school goals and targets
   d. Establish effective meeting structures and communication and tracking tools
   e. Identify target students and key events/opportunities for coordinator(s)

3. Engage with 90% of target students

**Note: Individual schools may adjust their targets based on individual circumstances with approval from Achieve Twin Cities and District CCR leadership.*

Reports
Contractor agrees to partner with the representatives of the MPS College & Career Readiness team to provide and document the proposed outputs and services detailed above. Contractor agrees to provide quarterly disaggregated (F/R, Race, SPED, ESL) reports on activities and outputs to the MPS Executive Director of College and Career Readiness, MPS Lead Counselors, Principals or his/her designee.

Scope of Service
CCC Coordinators will deepen existing CCR services within their buildings, providing additional support and outreach to students whose post-secondary plans have been most impacted by the pandemic, including Juniors, Seniors, and 5th year Seniors. Coordinators will support all students in their buildings and will specifically target students who face additional barriers to post-secondary access and career opportunities for their services. Coordinators will work in partnership with school administration and counseling teams to identify and prioritize students for outreach and to determine specific support strategies.

Core Services
Coordinators will deliver the following core services to students in their building. They will customize their approach through partnership and collaboration with their school counseling team and all decisions and programming are ultimately approved by the school principal or assigned building leader.

Provide individualized and culturally responsive advising to students in their postsecondary planning process:

- Support students in *exploring and preparing* their postsecondary plan, including researching career fields/clusters/pathways and determining appropriate postsecondary match and fit.
- Assist students in *executing* their postsecondary education or training plan, including applying to colleges or universities, apprenticeships, skilled trades and other programs.
- Support students in *identifying how they will finance* their postsecondary plan, including completing FAFSA/ MN Dream Act and scholarship applications, interpreting financial aid award packages and budgeting.
- Assist students in *preparing to enter the workforce*, including building resumes and exploring high-wage, high-demand entry level positions with local

employers.

Coordinate resources and experiences to support a robust career and college readiness culture:

- Create opportunities for students to explore career fields, develop their interests and network with career professionals and/or education and training program representatives.
- Assist students in connecting with college representatives and visiting college campuses.
- Plan school-wide events like college or career fairs in collaboration with school-based faculty, staff and other local organizations
- Host information sessions and financial aid workshops for students and families on topics related to postsecondary options.
- Coordinate college access programs at the school site and serve as a liaison to the counseling department to support alignment of services and positive student outcomes.

Develop strong partnerships and collaborative CCR systems:

- Partner with school counselors to provide all students with career and college planning opportunities, and specifically promote access for students from identities that are underrepresented in high-earning fields and postsecondary institutions.
- Communicate regularly with school administration, counseling team and building staff on issues related to CCR, including progress towards the school's CCR goals.
- Maintain up-to-date knowledge of the district CCR system and partner with the counseling team to deliver the school CCR curriculum.

VII. NOTICES

Any notice or demand, which may or must be given or made by a party to this Contract, under the terms of this Contract or any law or regulation, shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

CONTRACTOR
Danielle Grant
President and CEO
Achieve Twin Cities
2829 University Ave SE, Suite 850
Minneapolis, MN 55414

Phone: (612) 455-1530 Fax: (612) 455-1531
Email: dgrant@AchieveTwinCities.org

SCHOOL DISTRICT
Jim Bierma
Executive Director of College and Career Readiness
1250 W Broadway Ave, Minneapolis, MN 55411
Phone: 651-303-2736 Fax: (612) 668-0145
Email: james.bierma@mpls.k12.mn.us

Any party may designate a different addressee or address at any time by giving written notice thereof as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed received when it is actually received. Any notice delivered by hand shall be deemed received upon actual delivery.

VI. TERMS AND CONDITIONS

This Contract is subject to and incorporates all the terms and conditions set forth in Exhibit A General Conditions attached hereto.

VII. INSURANCE

Contractor agrees to keep in force during the term of this agreement adequate insurance by an insurer or company acceptable to the School District in the School District's reasonable discretion. Contractor's policy of insurance shall have a limit of at least the tort liability limits set forth in Minnesota Statue 466.04 and statutory workers compensation coverage. Such policy shall contain a provision that the policy shall not be cancelled without a thirty (30) day written notice to the District. Contractor shall name the School District as an additional insured with respect to Contractor's use of and/or access to the Premises. Contractor must deliver to the School District certificates of insurance or copies of policies of insurance showing this coverage to be in effect with premiums fully paid prior to access to the Premises.

VIII. INDEMNIFICATION

A. Contractor shall indemnify and save and hold the School District, its employees, officers, directors, subcontractors and agents (collectively "Employees") harmless against any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including attorneys' fees, for injury to property or persons, occurring or allegedly occurring in, on or about Contractor's property, based on conduct committed by Contractor or by its employees, officers, directors, subcontractors, or agents (collectively "Employees"). Upon timely written

notice from the School District, Contractor shall defend the School District in any such action or proceeding brought against School District.

B. Unless the claim is a claim from which School District is immune, School District shall indemnify and hold Contractor, and its Employees, harmless against any and all claims, demands, suits, costs, judgments or other forms of liability to third parties, actual or claimed, including attorneys' fees, for injury to property or persons, occurring or allegedly occurring in or about School District property from conduct committed by the School District or by its Employees. Upon timely written notice from Contractor, the School District shall defend Contractor in any action within the scope of this subparagraph B. that is brought against Contractor.

C. The foregoing provisions shall not be deemed a waiver of any kind of applicable limitations of liability to third parties provided or available to School District.

IX. RELATIONSHIP OF THE PARTIES

Contractor is to be and shall remain an independent contractor with respect to all services performed under this Contract. Contractor represents that it has, or will secure at its own expense, all personnel required to perform services under this Contract.

X. AMENDMENTS

Any alterations, variations, modifications, or waivers of provisions of this Contract including any attachments, shall be valid only when they have been reduced to writing as an amendment to this Contract and duly signed by the parties hereto. In the event any provision of this Contract is found to be contrary to state or federal law, then such provision shall be deemed invalid except to the extent permitted by law, but all other provisions of the Contract shall continue in full force and effect. The parties agree to attempt to renegotiate in good faith any provision deemed invalid because it is contrary to state or federal law.

XI. TERMINATION OF CONTRACT

A. Without Cause. This Contract or a portion thereof may be canceled by either party, without cause, upon thirty (30) days' written notice to the other party, or at any time with the mutual consent of the parties.

B. With Cause. If either party to this Contract defaults or fails to perform any portion of the Contract, the non-defaulting party may cancel the Contract on ten days' notice.

C. Steps After Notice of Cancellation. After receipt of notice of cancellation, and except as otherwise directed, Contractor shall discontinue provision of services on that date

or on the date specified in the notice of cancellation and follow all other School District directives. Contractor agrees to return all private education records about MPS students.

XII. REMEDIES/CURES

A. No Obligation to Pay. The School District shall not be obligated to pay for services provided in an unsatisfactory manner in its sole discretion provided that, the School District shall give Contractor at least thirty (30) days' notice of its reasons for the dissatisfaction. If, in that 30-day period, Contractor alters its service to the School District's satisfaction, then there shall be no interruption in payment.

B. Liability for Damages and Right to Set Off. Notwithstanding the above, Contractor shall not be relieved of liability to the School District for damages sustained by the School District by virtue of any breach of this Contract by Contractor, and the School District may withhold payments to Contractor for the purpose of set-off.

C. Nonexclusive Remedy. Any right or remedy provided in this Contract is not the exclusive right or remedy of either party for any default by the other party, but is in addition to any other right or remedy hereunder or allowed by law or equity.

D. No Waiver. Either party's failure to insist upon strict performance of any requirement of the Contract or to exercise any right contained in the Contract, shall not be a waiver or relinquishment of any requirement.

XIII. MINNESOTA LAW TO GOVERN

This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to the Contract shall be originated in the State of Minnesota.

XIV. ENTIRE CONTRACT

This Contract shall constitute the full and complete Contract between the parties to the Contract. All prior representations, understandings and agreements are merged into this Contract and are superseded by this Contract. Except as otherwise provided herein, the covenants and agreements herein contained shall bind and inure to the benefit of District, its successors and assigns, and Provider and its successors and assigns. Attachments A and B are attached hereto and incorporated by reference.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date first written above.

FOR THE Contractor:
Federal ID No. 41-1425264

By: Danielle Grant
Danielle Grant
Its: President and CEO
Date: 6/3/22

FOR THE School District:

By _____
Special School District 1 Board of Education

Date: _____

EXHIBIT A – GENERAL CONDITIONS

1. Interest of Members of the School District
   The Contractor agrees that no member of the governing body, officer, employee or agent of the School District shall have any interest, financial or otherwise, direct or indirect, in the Contract.

2. Equal Opportunity Statement
   Contractor agrees to comply with the provisions of all applicable federal, state and City of Minneapolis statutes, ordinances and regulations pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statues, Section 181.59 and Chapter 363, and Minneapolis Code of Ordinances, Chapter 139, incorporated herein by reference.

3. Non-Discrimination
   During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status or public assistance status. The Contractor will take affirmative action to ensure that applicants for employment and employees are treated without unlawful discrimination or harassment because of their race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status or public assistance status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, all required notices that set forth the provisions of this nondiscrimination clause.

   The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, or public assistance status.

   No funds received under this Contract shall be used to provide religious or sectarian training or services.

   The Contractor shall comply with any applicable federal or state law regarding non-discrimination.

4. Transfer of Interest
   The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the School District, provided, however, that claims for money due or to income due to the Contractor may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice to any such assignment or transfer shall be furnished to the School District. The Contractor shall not subcontract any services under this Contract without prior approval of the School District Representative designated herein.

5. General Compliance
   The Contractor agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under this contract.

6. Performance Monitoring
   The School District will monitor the performance of the Contractor against goals and performance standards described herein. Substandard performance as determined by the School District will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by the School District, Contract termination procedures will be initiated. All work submitted by Contractor shall be subject to the approval and acceptance by the School District Representative designated herein. The School District Representative shall inform the Contractor of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

7. Independent Contract
   Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor only and not of the School District; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Contractor.

8. Accounting Standards
   The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to

properly account for expenses incurred under this Contract.

9. Data Privacy
For purposes of this Contract all data on individuals created, collected, received, stored, used, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as any applicable Federal laws on data privacy, and 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. All subcontracts shall contain this paragraph or similar data privacy compliance requirements.

10. Records Disclosure/Retention
Contractor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract may be subject to the examination, duplication, transcription and audit by the School District and the State Auditor, in accordance with Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

11. Worker Health, Safety and Training
Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Each 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 to be performed by Contractor. Each Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12. Bureau of Citizenship and Immigration Services (BCIS) Requirements
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. Materials
All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall be made available to the School

District upon approval of the final report or upon request by the School District at any time before then. The School District may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Contractor.

14. Conflict of Interest / Code of Ethics

Contractor agrees to be bound by the School District's Code of Ethics. Contractor certifies that to the best of its knowledge all School District employees and officers participating in this Contract have also complied with that Code. It is agreed by the Parties that any violation of the Code of Ethics constitutes grounds for the School District to void this Contract. All questions relative to this section shall be referred to the School District and shall be promptly answered.

15. BACKGROUND CHECKS

1.1 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.

1.2 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.

Contract between Special School District Number 1
and Achieve Twin Cities
For Support of the Career and College Initiative

THIS CONTRACT, entered into this 1st day of July, 2022 by and between Special School District No. 1, acting through the Board of Education, (herein called the "School District") and Achieve Twin Cities, a Minnesota nonprofit corporation, (herein called the "Contractor"). The School District enters into contract with the contractor for the amount of **$500,000,** which covers a portion of the total program budget for the operation of the Career and College Centers (herein called the "CCC") and contributing to the School District's college and career readiness system.

WHEREAS, the School District is committed to increasing academic achievement for all students and to ensuring that every student who graduates from Minneapolis Public Schools is college and career ready; and

WHEREAS, the Contractor has represented itself as experienced in providing services that prepare students to succeed in college, careers and work; and

WHEREAS, the School District wishes to engage the Contractor to provide said services under the terms of this Contract (the "Contract");

NOW THEREFORE, it is agreed between the parties hereto that;

I. **TIME OF PERFORMANCE**
Services of the Contractor shall begin on the 1st day of July, 2022, and shall continue until the 30th day of June, 2023, or until terminated by either party as provided for in Part II, General Conditions, attached hereto.

II. **COMPENSATION**
It is expressly agreed and understood that all compensation including reimbursable expenses, if any, to be paid by the School District under this Contract shall not under any circumstances exceed $500,000; for services as defined in this Contract in accordance with a project budget approved by the School District, that is on file with the School District's designated Representative.

Expense Reimbursement. Reimbursable expenses shall be paid quarterly upon proper submission of itemized invoices to the School District. The School District agrees to pay for reimbursable expenses, within thirty (30) days of receipt of invoice, for only expenses as per the approved budget, and in compliance with this Contract.

III. BUDGET

This Contract for $500,000 represents a portion of the total program budget for College & Career Center services.

IV. SCHOOL DISTRICT RESPONSIBILITIES

School district agrees to provide a space within the school (stand-alone if at all possible) for the CCC that functions as the office of the CCC Coordinator and the meeting and program space for student advising activities. The Achieve Twin Cities Coordinator will control usage of the space, including activities run by other programs and staff. School district also agrees to outfit all CCC with functioning desks, tables and chairs and with functional technology that is updated in accordance with the district schedule.

V. CONTRACTOR RESPONSIBILITIES

Contractor agrees to provide comprehensive college and career readiness services to MPS high school students and operate and manage the physical CCCs at Edison, Henry, North, Roosevelt, South, Southwest, Washburn, Wellstone, Longfellow, FAIR and Heritage

VI.

The contracted amount of $500,000 covers a portion of the cost of staffing the Career and College Centers with Coordinators who are competent to manage the centers, coordinate activities (approved by building principal or designated leadership), counseling team, and provide services and activities listed in this document.
In addition to the staff provided above, Achieve Twin Cities will actively engage with the CCR department at MPS to support district career and college readiness planning and programming and to support coordinator of the district-level College Access Network.

Goals and Metrics

MPS Office of College & Career Readiness and will work in collaboration to achieve the following goals*:

Increase My Life Plan task progress rate to 85% for all students grades 9-12** ***Coordinators will lead planning for MLP 10.5b unless otherwise specified by their counseling team.*
Increase 9th -12th grade on track readiness (district wide) for SY21 in the following areas: • All students passing all core class from 75% to 78% by the end of each grade

• Increase African American, American Indian, and Hispanic students passing all core courses by 5%
Increase senior postsecondary applications by 5%
Increase senior applications to trade programs by 5%
Increase senior student FAFSA/Dream Act by 3%

Achieve Twin Cities

1. Total Students Served: % of students served through targeted or group CCR activities with Achieve Twin Cities:
   - 15% of freshmen
   - 25% of sophomores
   - 45% of juniors
   - 80% of seniors
2. Individual Advising:
   - 60% of all seniors will participate in 1:1 post-secondary advising
3. Disproportionately serve students that have been excluded from higher education and high-paying career pathways (Students of color, Students on FRL)

**Note: Individual schools may adjust their targets based on individual circumstances with approval from Achieve Twin Cities and District CCR leadership.*

Reports

Contractor agrees to partner with the representatives of the MPS College & Career Readiness team to provide and document the proposed outputs and services detailed above. Contractor agrees to provide quarterly disaggregated (F/R, Race, SPED, ESL) reports on activities and outputs to the MPS executive Director of College and Career Readiness, MPS Davis Lead Counselors, Principals or his/her designee.

Scope of Service

1. Help to coordinate and align career and college readiness at the district and school level

   <u>*District level:*</u>

   a. Contribute expertise to MPS Office of College & Career Readiness in designing and implementing a district-wide career and college readiness system with common goals, strategies and processes, metrics and evaluation.

b. Meet monthly (more frequently when necessary) with representatives of the College & Career Readiness Department to review implementation of system elements across all sites, coordinate work, solve problems, remove barriers, and analyze progress on key metrics.
c. Participate in joint district-wide meetings of counselors and CCC staff to coordinate work and share professional development.
d. Partner with school district in efforts to increase all staff ownership of, and commitment to, implementing the college and career readiness system.

School level:
Coordinators will deliver the following core services to students in their building. They will customize their approach through partnership and collaboration with their school counseling team and all decisions and programming are ultimately approved by the school principal or assigned building leader.

Provide individualized and culturally responsive advising to students in their postsecondary planning process:

- Support students in *exploring and preparing* their postsecondary plan, including researching career fields/clusters/pathways and determining appropriate postsecondary match and fit.
- Assist students in *executing* their postsecondary education or training plan, including applying to colleges or universities, apprenticeships, skilled trades and other programs.
- Support students in *identifying how they will finance* their postsecondary plan, including completing FAFSA/ MN Dream Act and scholarship applications, interpreting financial aid award packages and budgeting.
- Assist students in *preparing to enter the workforce*, including building resumes and exploring high-wage, high-demand entry level positions with local employers.

Coordinate resources and experiences to support a robust career and college readiness culture:

- Create opportunities for students to explore career fields, develop their interests and network with career professionals and/or education and training program representatives.
- Assist students in connecting with college representatives and visiting college campuses.
- Plan school-wide events like college or career fairs in collaboration with school-based faculty, staff and other local organizations
- Host information sessions and financial aid workshops for students and families on topics related to postsecondary options.

- Coordinate college access programs at the school site and serve as a liaison to the counseling department to support alignment of services and positive student outcomes.

Develop strong partnerships and collaborative CCR systems:

- Partner with school counselors to provide all students with career and college planning opportunities, and specifically promote access for students from identities that are underrepresented in high-earning fields and postsecondary institutions.
- Communicate regularly with school administration, counseling team and building staff on issues related to CCR, including progress towards the school's CCR goals.
- Maintain up-to-date knowledge of the district CCR system and partner with the counseling team to deliver the school CCR curriculum.

VII. NOTICES

Any notice or demand, which may or must be given or made by a party to this Contract, under the terms of this Contract or any law or regulation, shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

CONTRACTOR
Danielle Grant
President and CEO
Achieve Twin Cities
2829 University Ave SE, Suite 850
Minneapolis, MN 55414
Phone: 612-455-1530
Email: dgrant@AchieveTwinCities.org

SCHOOL DISTRICT
Jim Bierma
Executive Director of College and Career Readiness
1250 W Broadway Ave, Minneapolis, MN 55411
Phone: 651-303-2736
Email: james.bierma@mpls.k12.mn.us

Any party may designate a different addressee or address at any time by giving written notice thereof as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed received when it is

actually received. Any notice delivered by hand shall be deemed received upon actual delivery.

VI. TERMS AND CONDITIONS

This Contract is subject to and incorporates all the terms and conditions set forth in Exhibit A General Conditions attached hereto.

VII. INSURANCE

Contractor agrees to keep in force during the term of this agreement adequate insurance by an insurer or company acceptable to the School District in the School District's reasonable discretion. Contractor's policy of insurance shall have a limit of at least the tort liability limits set forth in Minnesota Statue 466.04 and statutory workers compensation coverage. Such policy shall contain a provision that the policy shall not be cancelled without a thirty (30) day written notice to the District. Contractor shall name the School District as an additional insured with respect to Contractor's use of and/or access to the Premises. Contractor must deliver to the School District certificates of insurance or copies of policies of insurance showing this coverage to be in effect with premiums fully paid prior to access to the Premises.

VIII. INDEMNIFICATION

A. Contractor shall indemnify and save and hold the School District, its employees, officers, directors, subcontractors and agents (collectively "Employees") harmless against any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including attorneys' fees, for injury to property or persons, occurring or allegedly occurring in, on or about Contractor's property, based on conduct committed by Contractor or by its employees, officers, directors, subcontractors, or agents (collectively "Employees"). Upon timely written notice from the School District, Contractor shall defend the School District in any such action or proceeding brought against School District.

B. Unless the claim is a claim from which School District is immune, School District shall indemnify and hold Contractor, and its Employees, harmless against any and all claims, demands, suits, costs, judgments or other forms of liability to third parties, actual or claimed, including attorneys' fees, for injury to property or persons, occurring or allegedly occurring in or about School District property from conduct committed by the School District or by its Employees. Upon timely written notice from Contractor, the School District shall defend Contractor in any action within the scope of this subparagraph B. that is brought against Contractor.

C. The foregoing provisions shall not be deemed a waiver of any kind of applicable limitations of liability to third parties provided or available to School District.

IX. RELATIONSHIP OF THE PARTIES

Contractor is to be and shall remain an independent contractor with respect to all services performed under this Contract. Contractor represents that it has, or will secure at its own expense, all personnel required to perform services under this Contract.

X. AMENDMENTS

Any alterations, variations, modifications, or waivers of provisions of this Contract including any attachments, shall be valid only when they have been reduced to writing as an amendment to this Contract and duly signed by the parties hereto. In the event any provision of this Contract is found to be contrary to state or federal law, then such provision shall be deemed invalid except to the extent permitted by law, but all other provisions of the Contract shall continue in full force and effect. The parties agree to attempt to renegotiate in good faith any provision deemed invalid because it is contrary to state or federal law.

XI. TERMINATION OF CONTRACT

A. Without Cause. This Contract or a portion thereof may be canceled by either party, without cause, upon thirty (30) days' written notice to the other party, or at any time with the mutual consent of the parties.

B. With Cause. If either party to this Contract defaults or fails to perform any portion of the Contract, the non-defaulting party may cancel the Contract on ten days' notice.

C. Steps After Notice of Cancellation. After receipt of notice of cancellation, and except as otherwise directed, Contractor shall discontinue provision of services on that date or on the date specified in the notice of cancellation and follow all other School District directives. Contractor agrees to return all private education records about MPS students.

XII. REMEDIES/CURES

A. No Obligation to Pay. The School District shall not be obligated to pay for services provided in an unsatisfactory manner in its sole discretion provided that, the School District shall give Contractor at least thirty (30) days' notice of its reasons for the dissatisfaction. If, in that 30-day period, Contractor alters its service to the School District's satisfaction, then there shall be no interruption in payment.

B. Liability for Damages and Right to Set Off. Notwithstanding the above, Contractor shall not be relieved of liability to the School District for damages sustained by the

School District by virtue of any breach of this Contract by Contractor, and the School District may withhold payments to Contractor for the purpose of set-off.

C. Nonexclusive Remedy. Any right or remedy provided in this Contract is not the exclusive right or remedy of either party for any default by the other party, but is in addition to any other right or remedy hereunder or allowed by law or equity.

D. No Waiver. Either party's failure to insist upon strict performance of any requirement of the Contract or to exercise any right contained in the Contract, shall not be a waiver or relinquishment of any requirement.

XIII. MINNESOTA LAW TO GOVERN

This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to the Contract shall be originated in the State of Minnesota.

XIV. ENTIRE CONTRACT

This Contract shall constitute the full and complete Contract between the parties to the Contract. All prior representations, understandings and agreements are merged into this Contract and are superseded by this Contract. Except as otherwise provided herein, the covenants and agreements herein contained shall bind and inure to the benefit of District, its successors and assigns, and Provider and its successors and assigns. Attachments A and B are attached hereto and incorporated by reference.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date first written above.

FOR THE Contractor:
Federal ID No. 41-1425264

By: Danielle Grant
Danielle Grant
Its: President and CEO
Date: 6/2/22

FOR THE School District:

By _____
Special School District 1 Board of Education

Date: _____

EXHIBIT A – GENERAL CONDITIONS

1. Interest of Members of the School District
   The Contractor agrees that no member of the governing body, officer, employee or agent of the School District shall have any interest, financial or otherwise, direct or indirect, in the Contract.

2. Equal Opportunity Statement
   Contractor agrees to comply with the provisions of all applicable federal, state and City of Minneapolis statutes, ordinances and regulations pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statues, Section 181.59 and Chapter 363, and Minneapolis Code of Ordinances, Chapter 139, incorporated herein by reference.

3. Non-Discrimination
   During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status or public assistance status. The Contractor will take affirmative action to ensure that applicants for employment and employees are treated without unlawful discrimination or harassment because of their race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status or public assistance status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, all required notices that set forth the provisions of this nondiscrimination clause.

   The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, or public assistance status.

   No funds received under this Contract shall be used to provide religious or sectarian training or services.

   The Contractor shall comply with any applicable federal or state law regarding non-discrimination.

4. Transfer of Interest
The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the School District, provided, however, that claims for money due or to income due to the Contractor may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice to any such assignment or transfer shall be furnished to the School District. The Contractor shall not subcontract any services under this Contract without prior approval of the School District Representative designated herein.

5. General Compliance
The Contractor agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under this contract.

6. Performance Monitoring
The School District will monitor the performance of the Contractor against goals and performance standards described herein. Substandard performance as determined by the School District will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by the School District, Contract termination procedures will be initiated. All work submitted by Contractor shall be subject to the approval and acceptance by the School District Representative designated herein. The School District Representative shall inform the Contractor of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

7. Independent Contract
Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor only and not of the School District; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Contractor.

8. Accounting Standards
The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to

properly account for expenses incurred under this Contract.

9. Data Privacy
For purposes of this Contract all data on individuals created, collected, received, stored, used, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as any applicable Federal laws on data privacy, and 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. All subcontracts shall contain this paragraph or similar data privacy compliance requirements.

10. Records Disclosure/Retention
Contractor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract may be subject to the examination, duplication, transcription and audit by the School District and the State Auditor, in accordance with Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

11. Worker Health, Safety and Training
Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Each 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 to be performed by Contractor. Each Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12. Bureau of Citizenship and Immigration Services (BCIS) Requirements
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. Materials
All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall be made available to the School

District upon approval of the final report or upon request by the School District at any time before then. The School District may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Contractor.

14. Conflict of Interest / Code of Ethics

Contractor agrees to be bound by the School District's Code of Ethics. Contractor certifies that to the best of its knowledge all School District employees and officers participating in this Contract have also complied with that Code. It is agreed by the Parties that any violation of the Code of Ethics constitutes grounds for the School District to void this Contract. All questions relative to this section shall be referred to the School District and shall be promptly answered.

15. BACKGROUND CHECKS

1.1 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.

1.2 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.

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 Amerigas Propane L.P., "Contractor" (collectively "parties") to provide Propane fuel for district vehicles for 2022/2023 SY to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2023, 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 unless additional goods and services are ordered by the District

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 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

9 [Intentionally Omitted]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 U.S. CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the USCIS 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.

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 third-party 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. Neither 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 direct 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. Repeated 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 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 At the District's expense 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 corporate headquarters. 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:

Amerigas Propane L.P.

Attn:_____

Address: _____

Email: _____

Fax: _____

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) (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: Sounitda (on behalf of COO) Saymongkhon
(Printed)

Title:_____

Date: _____

Amerigas Propane L.P.

By: ___Mike Prospero _____

Name:_____Mike Prospero_____
(Printed)

Title:____Territory Sales Representative_____

Date: _____06/09/2022_____

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

supply and delivery of propane for propane-powered vehicles

Service Outcome

successful delivery of propane for the District's use

Method of Evaluation

successful delivery of propane for the District's use

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.

SECOND AMENDMENT AMD-13660 TO CONTRACT MAS-13660 BETWEEN: SPECIAL SCHOOL DISTRICT NO. 1 AND AMERIGAS PROPANE PL

This Amendment ("Amendment") to the Contract between Special School District No. 1 and Amerigas Propane PL, dated May 1, 2022 ("Contract") is made and entered into by and between Special School District No. 1 ("District") and Amerigas Propane PL ("Contractor") (collectively "parties").

WHEREAS, Special School District No. 1, a special a school district created and existing under Minnesota law ("District") and Amerigas Propane PL ("Contractor") entered into a contract titled PROPANE FUEL FOR DISTRICT VEHICLE for a period between 5/1/2022 through 6/30/2022 ("Contract"), and

WHEREAS, the Parties now desire to amend the contract;

NOW THEREFORE IT IS HEREBY AGREED by the Parties to amend the Contract as follows:

Section 3.1 of the Contract shall be amended to read TO ADD: $100,000 for an accumulative total of $330,000

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

By: _____

Name: _____

Title: _____

Date: _____

Amerigas Propane PL

By: Mike Prospero

Name: Mike Prospero

Title: Territory Sales Representative

Date: 6/7/2022

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

COMMUNITY PARTNER 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 Urban Debate League/Augsburg, "Contractor" (collectively "parties").

1. TERM OF CONTRACT

1.1. This Contract is effective on August 30, 2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2023 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.

3.2. District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed $170,000.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.3. 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.

3.4. 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.

3.5. 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. STUDENT DATA

8.1. Contractors who require access to student data agree to the following:

8.1.1. Contractors agree to attend District provided training on data privacy at least one time per year and follow District processes to obtain data.

8.1.2. Contractors will obtain a District release of information on each individual student, and access information solely through the District's Community Partner Portal. Releases of information are accepted on an ongoing basis.

8.1.3. Contractors needing basic, de-identified and aggregate student data, as defined by the District, must contact Partnership Evaluation (partnership.evaluation@mpls.k12.mn.us). Basic reports are subject to a fee.

8.1.4. Contractors needing data for research or evaluation must contact the District's Research, Evaluation and Assessment (http://rea.mpls.k12.mn.us) and follow the applicable processes. Requests are also subject to a fee.

8.1.5. Contractors applying for grants that need District student data for reporting purposes are required to contact Resource Development and Innovation (http://rdi.mpls.k12.mn.us) for a letter of support and approval.

8.2. If Contractor has been hired to do work as an agent for the District, Contractor agrees that when it receives data it shall do the following:

8.2.1. Ensure that all student/family information will be treated as confidential information. Such information will not be discussed, shared or released unless needed to perform the task for which Contractor was selected;

8.2.2. Ensure that no copies of data are made. If copies are made, all copies must be shredded or returned to the District;

8.2.3. Establish policies and procedures to protect the confidentiality of the data;

8.2.4. Securely destroy all data at the end of the Contract or within one year if the data is needed;

8.2.5. Inform the District, in writing, about any data breach that occurs (letter must include specific information about what happened, when, and proposed method for resolving the issue);

8.2.6. Allow the district to review and approve any reported results, prior to public distribution.

9. USE OF DISTRICT SPACE

9.1. Contractor agrees that if it will be using District space it will obtain a lease, license or permit. If such lease, license or permit is terminated or revoked, the District shall also have the right, at its discretion, to terminate this contract without regard to notices required herein.

10. USE OF DISTRICT NAME OR LOGO

10.1. 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.

11. MALTREATMENT OF MINORS REPORTING ACT

11.1. Contractor shall comply with all of the provisions of the Maltreatment of Minors Reporting Act, Minn. Stat. § 626.556.

12. PROFESSIONAL STANDARDS OF BEHAVIOR

12.1. Contractor shall maintain professional standards of behavior under the leadership and guidance of the building principal or site administrator.

13. OWNERSHIP OF MATERIAL

13.1. 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.

14. INDEPENDENT CONTRACTOR

14.1. 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.

14.2. 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 to the extent permitted by law.

15. WORKER HEALTH, SAFETY AND TRAINING

15.1. 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.

16. BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

16.1. 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.

17. INSURANCE

17.1. 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.

17.2. 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 Director's and Officer's Errors and Omissions and 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 as the coverage. Contractor shall provide all such certificates to District.

17.3. 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.

17.4. 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.

18. INDEMNIFICATION

18.1. 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. This shall not apply injuries, claims, damages, or loss caused by the intentional, willful, or wanton acts of District.

19. LIMITATION ON LIABILTY

19.1. 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.

20. CONFLICT OF INTEREST/CODE OF ETHICS

20.1. 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.

21. COMPLIANCE WITH LAWS AND DEBARMENT

21.1. 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.

22. TERMINATION

22.1. 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 receipt of notice of termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

22.2. 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. In this event, District will not be liable for any amounts; but Contractor shall be liable to District for all losses, damages, and expenses. including, without limitation, the excess cost of recouping similar goods or services; shipping charges for any items District may at its option return to Contractor, including items already delivered, but for which District no longer has any use because of Contractor's default; and amounts paid by District for any items District has received but returns to Contractor. 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.

22.3. 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, equity or statute. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

23. RETURN OF DATA

23.1. 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.

24. RECORDS MANAGEMENT AND MAINTENANCE

24.1. 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.

25. NOTICES/ADMINISTRATION

25.1. 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

Name of the District Signer: Aimee Fearing

Title: Senior Academic Officer

Email: aimee.fearing@mpls.k12.mn.us

Partner

Name: Urban Debate League/Augsbur – Amy Cram Helwich

Email: cramhe@augsburg.edu

Address: 2211 Riverside Ave, Minneapolis, MN 55454

26. ACKNOWLEDGMENT

26.1. 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.

26.2. 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.

27. NON-WAIVER

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

28. ASSIGNMENT

28.1. 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.

29. CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

29.1. This Contract shall be construed under Minnesota law (without regard for choice of law considerations) and the policies and procedures of the District, as amended from time to time. 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.

30. WARRANTY

30.1. 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 to the extent permitted by law. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

31. SEVERABILITY

31.1. 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.

32. SURVIVABILITY

32.1. 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: Aimee Fearing

Title: Chief Academic Officer

Date: _____

PARTNER

By: _____

Name: Karen Kaivola

Title: Provost and Senior VP for Academic and Student Affairs

Email: kaivola@augsburg.edu

Phone: 612-330-1024

Date: June 6, 2022

EXHIBIT A: PROGRAMMING PROVIDED

Description of Program and Delivery:

Provide programming to implement and support debate teams and tournaments for Minneapolis Public School students at the middle and high school level. Programs include: Middle and High School National Topic Debate, Spanish Debate, East African Debate, and Financial Literacy Debate.

Service Outcome:

Students will develop their critical thinking, social and emotional learning, develop persuasive arguments, and participate in group activities that will enhance their sense of community at the school.

Method of Evaluation

Student participation hours, standardized test scores, SEL outcomes, and number of debate meets.

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows: The payment terms are as follows: Minneapolis Public Schools will provide payment to the Urban Debate League during the 2022-23 school year.

[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 Airport/Airline Taxi Cab Corp, "Contractor" (collectively "parties") to provide HOMELESS AND HIGHLY MOBILE AND/OR SPECIAL ED INTERDISTRICT TRANSPORTATION FOR 2022 - 2023 School Year.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2023, 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 $2,000,000.00. 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:

Airport/Airline Taxi Cab Corp

Attn: Tom Anderson

Address: 5010 Hillsboro Ave, N, New Hope MN 55428

Email: tanderson@tplusride.com

Fax: NA

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: Sounitda (on behalf of COO) Saymongkhon
(Printed)

Title: _____

Date: _____

Airport/Airline Taxi Cab Corp

By: 

Name: Tom Anderson
(Printed)

Title: Account Manager

Date: 5/27/22

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.

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. 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).

C. 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).

D. 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).

E. 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.

F. 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.

G. 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.

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

I. 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 on the bus or using the Synovia Fleet Tracking system
- 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.

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

K. 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.

L. 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

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

M. 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.

N. 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

II. 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 (provided by the District).

11. 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.

12. 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.

13. 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***

III. Contractor/Dispatch Requirements

14. 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.

15. At the start of each day, *Contractor* must ensure that scheduled equipment for the day has functioning GPS, tablet, and radio equipment.

16. Assure that *Contractor driver* is trained to 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

17. In the event of bus breakdown, the Contractor will either have their driver relay to District dispatch who will be responding, or the Contractor will notify District directly.

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

IV. Reporting

A. 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.

B. 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 wheelchair), license plate number, fuel type and installed District radio serial number (if applicable)

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

D. Driving records must be checked and provided to **MPS Transportation** at least **two (2) times** during a school year; **September 15 and January 15.** The cost for record checks shall be the Contractor's responsibility.

E. 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.

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

G. The Contractor must have a drug and alcohol testing program as prescribed by the US Department of Transportation 49 CFR Part 382 *et seq.*

Personnel

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

2. 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.

3. 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

4. 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.

5. 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.

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

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.

V. MPS will Provide

A. DIRECT DISTRICT SUPERVISION

1. 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.

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

3. 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.

B. Training

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

VI. 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, when applicable, 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 $67.00 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 (listed below) per each route bus AND standby bus specified in Section VII. B; the cost of the installation shall be the responsibility of the Contractor. The cost of the cellular service will be included in the lease rate.

Mpls School Transportation Radio Installation Pricing,

- Installation of radio and radio antenna, $150.00,

- Installation in bus with existing power cord and antenna coax, $100.00,
- Removal of radio only (not coax), $75.00,
- Removal of radio and GPS (not antenna), $95.00,
- Travel charge per visit, $85.00,
- Shop supply, $9.00,

F. 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:

1. Be constructed of durable industrial grade materials
2. Record both video and audio
3. Record a minimum of 12 hours of video
4. 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.
5. Be capable of recording from multiple cameras without reducing the quality or time of recording.
6. Be activated by the school bus ignition switch (not driver operated).
7. Be designed for school bus operation.
8. Be certified for operation in extreme cold conditions.
9. Record in a format that is convertible or exportable to standard media, including DVD or flash drive.
10. 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.

VII. VEHICLES – BUSES AND TYPE IIIs

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** 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 Mirineapolis 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)

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's name and route number for the convenience of students, parents, and administrators.

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.

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.

INVOICING

A. 1. Invoices shall be sent Bi-weekly to dawn.schnickel@mpls.k12.mn.us. Reged, SPED and HHM costs need to be listed separately, either three different lines or three different invoices.

2. Backup information shall be sent at the time of the invoice and shall include daily route information, AM, Midday, PM, CSP's & Miles if applicable. Each day needs to be listed for verification purposes.

3. Returned routes will not be paid for by MPS therefore should not be included on the invoice.

4. Administration costs (per V-A-3) will be applied monthly.

5. Late fees will be accessed quarterly, allowing time to review and respond.

B. 1. An invoice template will be sent in a separate document with the contract to be used as a guideline.

COVID-19 COMPLIANCESERVICE PROVIDER COMPLIANCE REQUIREMENTS

A. The Contractor agrees to comply with all State, City and MPS regulations as they pertain to COVID-19 related rules and regulation.

B. The Contractor agrees to comply with the following MPS COVID-19 protocols

1. Conduct pre & post cleaning of buses daily
2. Sanitize each bus between each run daily
3. Utilize MPS approved cleaning solution
4. Conduct verbal employee wellness checks daily

C. Each Contractor shall provide training on COVID related cleaning methods.

D. Contractor must immediately notify the Director of Transportation Services of any employee absences due to illness. Contractor must follow established procedures for reporting results.

Description:	Response:
Customer Name:	Wayzata School District #284
Customer Address:	305 Vicksburg Lane N, Plymouth, MN 55447
Current Telephone Number of Rep. Most familiar with the Service:	Raquel Williamson 763-745-6732
Time Period over which service was provided	Started 11/12/2003
# of Students in the School District	10,570
# of Regular Routes	Approximately 15 regular school routes with multiple kids. This does not include our single rides.
# of Special Ed. Routes, if applicable	Approximately 5 regular school routes with multiple kids, this does not include our single rides.
Number of School Buildings:	12
Estimated number of Employees	Approximately 1,300

Description:	Response:
Customer Name:	Richfield Public Schools Dist# 280
Customer Address:	7001 Harriet Ave. S., Richfield, MN 55423
Current Telephone Number of Rep. Most familiar with the Service:	Michelle Gogue Office: 612-798-6066
Time Period over which service was provided	Started 9/1/2021
# of Students in the School District	4,166
# of Regular Routes	25 routes- unknown mixture of special education and regular
# of Special Ed. Routes, if applicable	25 routes- unknown mixture of special education and regular
Number of School Buildings:	10
Estimated number of Employees	Approximately 650

Appendix C – Pricing Information

Appendix 4 supplied in the RFP is really designed for a bus service. On the following pages, we did provide full-day, half day and hourly rate quotes, but **Type III Transportation fees really need to be based on mileage rather an hourly rate.**

Below is our proposed Type III fee structure.

- $2.65/mile (Assuming fuel costs at or below $3.15/gallon) *
- $12.50 per additional stop (if there are more than one stop per route)
- $30 minimum
- No loads are billed at the full amount if not canceled within 60-minutes of pickup

* We reserve the right to adjust the price/mile if fuel prices exceed $3.15/gallon. At (or around) the first day of the month, each time fuel prices increases by 20% from the $3.15 base (each price increase of $.63), we will adjust the price/mile rate by $.05. Below markers at which point the mileage price would be increased.

  - $.01 - $3.14/gallon = Base Pricing @ $2.65/mile
  - $3.15 - $3.78/gallon = $.05/mile price adjustment to $2.70/mile
  - $3.79 - $4.41/Gallon = $.05/mile price adjustment to $3.75/mile
  - $4.42 - $5.04/Gallon = $.05/mile price adjustment to $3.80/mile

Conversely, if the price of fuel drops, we would reduce the mileage price accordingly.

Appendix 4/EXHIBIT B

Contractor:

I. PRICE AND RATE SCHEDULE FOR STUDENT TRANSPORTATION SERVICES

SCHOOL YEAR(S) 2022-2023

1. **Special Education and Special Needs Services – In-District.** The cost for all special education and special needs routes, including open-enrolled home-to-school transportation services and after school runs, for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		QUANTITY	Cost Per Route-Day	Cost Per ½ Route-Day	Cost Per Hour#
Van or Type III		No	150	$320	$160	
Bus Assistant/Aide#			2+			$40
Lift	Yes		10	$320	$160	

billed in quarter of an hour after the first hour

2. **Special Education and Special Needs Services (Item 3 above):**
   $ 10 per one-quarter (1/4) hour for time in excess of the route times, four (4) "live" hours per route-day or two (2) "live" hours per ½ route-day, whichever is greater, computed on a contractor daily and not an individual bus basis.

3. **Special Education Services – Out-of-District.** The cost for special education and special needs routes, shall be submitted for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		QUANTITY	Cost Per Route-Day	Cost Per ½ Route-Day	Cost per Mile**	Cost Per Hour#
Type III		No	150	$320	$160	$2.65	
Bus Assistant/Aide#			2+				$40
Lift	Yes		10	$320	$160		

billed in quarter of an hour after the first hour

** beyond 8 miles from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr

4. **Special Education and Special Needs Services (Item 5 above):**
   $ 10 per one-quarter (1/4) hour for time in excess of the route times, four (4) "live" hours per route-day or two (2) "live" hours per ½ route-day, whichever is greater, computed on a contractor daily and not an individual bus basis.

Minneapolis Public Schools
1250 W. Broadway Ave
Minneapolis, MN 55411
RFX@mpls.k12.mn.us

5. **Midday Special Education Services and Shuttles**. The cost for all midday SPED shuttle bus and van services, using the following unit costs:

Bus and Van Size	"Stand-alone" Service		Continuous Service with AM/PM ##
	Cost Per 1st Hour	Cost Per Add'l Hour#	
Type III	$40	$40	
Bus Assistant/Aide#	$40	$40	
Lift			

billed in quarter of an hour after the first hour ## reference to Items 3 - 6

6. **Midday, Vocational and Other Transportation Services and Shuttles**. The cost for all midday or shuttle services, vocational education services, and ALC routes, using the following unit costs:

Bus and Van Size	"Stand-alone" Service		Continuous Service with AM/PM ##
	Cost Per 1st Hour	Cost Per Add'l Hour#	
Type III	$40	$40	

billed in quarter of an hour after the first hour ## reference to Items 1 & 2

7. **Special Needs Services for Highly Mobile and Students with Special Needs NOT INCLUDING SPED – Out-of-District.** The cost for special needs routes, shall be submitted for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		Cost Per Hour#	Cost Per Mile**	Cost Per Day
Type III		No	$40	$2.65	$320
Bus Assistant/Aide#					
Lift	Yes		$40	$2.65	$320

billed in quarter of an hour after the first hour based on terminal to terminal time

~~** beyond 8 miles from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr~~

Minneapolis Public Schools
1250 W. Broadway Ave
Minneapolis, MN 55411
RFX@mpls.k12.mn.us

8. **Summer School Transportation Services**. The cost for all summer school regular, HHM or SPED bus and Type III van services, other than charters, using the following unit costs:

Bus and Van Size	Cost Per Hour	Cost Per Day	Cost Per ½ Day
Type III	$40	$320	$180

Option: The rates for other transportation services can be quoted as a % of the rates for regular "to & from" transportation services. _____ % of regular and SPED transportation rates in items 1 through 6 above.

Minneapolis Public Schools
1250 W. Broadway Ave
Minneapolis, MN 55411
RFX@mpls.k12.mn.us

MINNEAPOLIS
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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 Al-Maa'uun Career Services "Contractor" (collectively "parties") to provide Temporary Staffing to Plant Operations.

TERM OF CONTRACT

1.1 This Contract is effective on 07/01/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2023, 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 $482,470.50. 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: Plant Operations
Attn: Douglas Hill
1250 W Broadway
Minneapolis, MN 55411
Email: Douglas.Hill@mpls.k12.mn.us

CONTRACTOR

Makram El-Amin
Phone: 612-760-4375
Address: 1729 Lyndale Avenue North, Minneapolis, MN 55411
Email: makrame@almaauun.org

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: _____

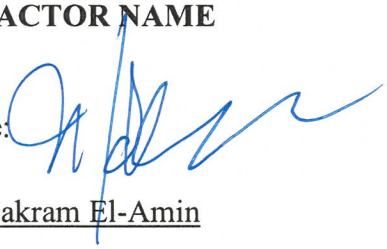
Name:

(Printed)

Title:

Date: _____

CONTRACTOR NAME

Signature: 

Name: Makram El-Amin
(Printed)

Title: Executive Director

Date: 5/23/2022

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:

Facility Services Work = 50% Mark-up First Shift $16.23/Hour Pay = $24.35/Hour Bill
Second Shift $16.83/Hour Pay = $25.25/Hour Bill
If MPS chooses to hire an Al-Maa'uun employee, they must reimburse Al-Maa'uun as stated in the pricing structure: Direct Hire, Less than 40 hours = 20% of annual salary, 40-240 hours worked at 15% of annual salary 241-480 hours worked = 10% of annual salary, Over 480 hours worked = No Charge. Definition of Annual Salary = Employee's current hourly wage, multiplied by 2080 hours.

[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 ARCH Language Network "Contractor" (collectively "parties") to provide district wide interpretation services over the phone in effort to increase the capacity of MPS schools and department to secure interpreters to all schools [Mutilingual, Communications, Engagement and External Relations; Board of Education; Special Education, Early Childhood Education and ECFE; Adult basic Ed; Extended Learning. to District-wide.

TERM OF CONTRACT

1.1 This Contract is effective on August 04, 2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2023, 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 $128,240.00. 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.

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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.

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: Communications
Attn: Sharifa Urey
1250 W Broadway
Minneapolis, MN 55411
Email: Sharifa.urey@mpls.k12.mn.us

CONTRACTOR

ARCH Language Network
Phone: 651.789.7015
Address: 125 Little Canada, RD. West little Canada, MN
55117 Email: dzell@archlanguage.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: Evette Porter

(Printed)

Title: Senior Officer of Communications, Engagement, and External Relations

Date: _____

CONTRACTOR NAME

Signature: 

Name: Pam Morreale
(Printed)

Title: President

Date: 5/16/2022

Exhibit A:

Deliverables:

Provide district-wide interpretation services over the phone in effort to increase capacity of MPS schools and departments to secure interpreters. In addition Arch will provide on demand services. All schools- multilingual, communications, engagement and external relations; Board of Education; Special Education; Early Childhood Education and ECFE; Adult Ed; Extended Learning.

Service Outcome:

Face to Face interpreting, document translation, interpretation for parent-teacher conference, on-site interpretation for school-wide and district events, provide a high-quality web based electronic tracking system, provide transparency of all requests, and confirmations and unsed requests,

Method of Evaluation:

A variety of measurements are used: family feedback, accuracy of reports, and fillfullment of interpreting requests, staffing traning and customer service.

[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 after the completion of services,

[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 BerganKDV, Ltd. "Contractor" (collectively "parties") to provide audit of, as outlined in the "Audit Engagement Agreement", the District's fiscal year 2021-2022 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 7/1/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2023, 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 $136,325. 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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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: 952-563-6800
Address: 3800 American Blvd W, Suite 1000, Minneapolis, MN 55431
Email: andrew.grice@bergankdv.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: Ibrahima Diop

(Printed)

Title: Senior Finance Officer

Date: _____

CONTRACTOR NAME

Signature: 

Name: Andrew Grice
(Printed)

Title: Partner

Date: 6/6/2022

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 and related filings for the fiscal year ended June 30, 2022

Audited KBEM financial statements and related filings for the fiscal year ended June 30, 2022

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 2022-2023 to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2023, 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 $15,150,000.00. 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:

Bille Bus Transportation, Inc

Attn:_____

Address: _____

Email: _____

Fax: _____

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: Sounitda (on behalf of COO) Saymongkhon
(Printed)

Title: _____

Date: _____

Bille Bus Transportation, Inc

By: Abdirizak Bille

Name: Abdirizak Bille
(Printed)

Title: CEO

Date: 05/27/2022

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

Provide on time and safe Bus service for MPS students throughout the district to various schools for 2022-2023 school year.

Reged, Sped, HHM and Field trips as scheduled.

Service Outcome

Safe and Efficient On Time service

Method of Evaluation

Monthly meetings for evaluations, penalties apply if applicable. vendor will also beheld accountable by the language agreed to in the exhibit sections 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.

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. 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).

C. 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).

D. 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).

E. 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.

F. 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.

G. 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.

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

I. 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 on the bus or using the Synovia Fleet Tracking system
- 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.

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

K. 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.

L. 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

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

M. 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.

N. 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

II. 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 (provided by the District).

11. 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.

12. 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.

13. 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***

III. Contractor/Dispatch Requirements

14. 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.

15. At the start of each day, *Contractor* must ensure that scheduled equipment for the day has functioning GPS, tablet, and radio equipment.

16. Assure that *Contractor driver* is trained to 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

17. In the event of bus breakdown, the Contractor will either have their driver relay to District dispatch who will be responding, or the Contractor will notify District directly.

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

IV. Reporting

A. 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.

B. 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 wheelchair), license plate number, fuel type and installed District radio serial number (if applicable)

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

D. Driving records must be checked and provided to **MPS Transportation** at least **two (2) times** during a school year; **September 15 and January 15.** The cost for record checks shall be the Contractor's responsibility.

E. 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.

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

G. The Contractor must have a drug and alcohol testing program as prescribed by the US Department of Transportation 49 CFR Part 382 *et seq.*

Personnel

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

2. 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.

3. 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

4. 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.

5. 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.

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

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.

V. MPS will Provide

A. DIRECT DISTRICT SUPERVISION

1. 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.

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

3. 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.

B. Training

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

VI. 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, when applicable, 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 $67.00 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 (listed below) per each route bus AND standby bus specified in Section VII. B; the cost of the installation shall be the responsibility of the Contractor. The cost of the cellular service will be included in the lease rate.

Mpls School Transportation Radio Installation Pricing,

- Installation of radio and radio antenna, $150.00,

- Installation in bus with existing power cord and antenna coax, $100.00,
- Removal of radio only (not coax), $75.00,
- Removal of radio and GPS (not antenna), $95.00,
- Travel charge per visit, $85.00,
- Shop supply, $9.00,

F. 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:

1. Be constructed of durable industrial grade materials
2. Record both video and audio
3. Record a minimum of 12 hours of video
4. 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.
5. Be capable of recording from multiple cameras without reducing the quality or time of recording.
6. Be activated by the school bus ignition switch (not driver operated).
7. Be designed for school bus operation.
8. Be certified for operation in extreme cold conditions.
9. Record in a format that is convertible or exportable to standard media, including DVD or flash drive.
10. 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.

VII. VEHICLES – BUSES AND TYPE IIIs

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** 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)

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's name and route number for the convenience of students, parents, and administrators.

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.

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.

INVOICING

A. 1. Invoices shall be sent Bi-weekly to dawn.schnickel@mpls.k12.mn.us. Reged, SPED and HHM costs need to be listed separately, either three different lines or three different invoices.

2. Backup information shall be sent at the time of the invoice and shall include daily route information, AM, Midday, PM, CSP's & Miles if applicable. Each day needs to be listed for verification purposes.

3. Returned routes will not be paid for by MPS therefore should not be included on the invoice.

4. Administration costs (per V-A-3) will be applied monthly.

5. Late fees will be accessed quarterly, allowing time to review and respond.

B. 1. An Invoice template will be sent in a separate document with the contract to be used as a guideline.

COVID-19 COMPLIANCESERVICE PROVIDER COMPLIANCE REQUIREMENTS

A. The Contractor agrees to comply with all State, City and MPS regulations as they pertain to COVID-19 related rules and regulation.

B. The Contractor agrees to comply with the following MPS COVID-19 protocols

1. Conduct pre & post cleaning of buses daily
2. Sanitize each bus between each run daily
3. Utilize MPS approved cleaning solution
4. Conduct verbal employee wellness checks daily

C. Each Contractor shall provide training on COVID related cleaning methods.

D. Contractor must immediately notify the Director of Transportation Services of any employee absences due to illness. Contractor must follow established procedures for reporting results.

Appendix 4/EXHIBIT B

Contractor:

A. PRICE AND RATE SCHEDULE FOR STUDENT TRANSPORTATION SERVICES

SCHOOL YEAR(S) 2022-2023

1. **Regular "To and From" Routes.** The cost for all regular "to and from" A.M. and P.M. routes, including open-enrolled home-to-school transportation and after school runs, for the days of school operation, using the following unit costs:

Bus Size	QUANTITY	Cost Per Route-Day	Cost Per ½ Route-Day
71-77 Passenger Bus	1-50	$495.00	$255.00
	51-90		
	>90		
<71 Passenger Bus	1-50		
	51-90		
	>90		

2. **Rates for Excess Mileage and Time – Regular "To and From" Routes (Item 1 above):** $ 20.00 per one-quarter (1/4) hour for time in excess of the route times, four (4) "live" hours per route-day or two (2) "live" hours per ½ route-day, whichever is greater, computed on a contractor daily and not an individual bus basis.

3. **Special Education and Special Needs Services – In-District.** The cost for all special education and special needs routes, including open-enrolled home-to-school transportation services and after school runs, for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		QUANTITY	Cost Per Route-Day	Cost Per ½ Route-Day	Cost Per Hour#
Class C or D Bus	Yes	No				
1-50 RgED/SPED rtes						
51-90 rtes						
>90 rtes						
Class A or B Bus	Yes	No	25	$515.00	$265.00	$75.00
1-50 RgED/SPED rtes						
51-90 rtes						
>90 rtes						
Van or Type III	Yes	No	100	$297.5	$148.75	$73.5
1-50 RgED/SPED rtes						
51-90 rtes						
>90 rtes						
Bus Assistant/Aide#						$22.5
Lift			10	$515.00	$265.00	

billed in quarter of an hour after the first hour

4. **Special Education and Special Needs Services (Item 3 above):**
   $ 20.00 per one-quarter (1/4) hour for time in excess of the route times, four (4) "live" hours per route-day or two (2) "live" hours per ½ route-day, whichever is greater, computed on a contractor daily and not an individual bus basis.

5. **Special Education Services – Out-of-District.** The cost for special education and special needs routes, shall be submitted for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		QUANTITY	Cost Per Route-Day	Cost Per ½ Route-Day	Cost per Mile**	Cost Per Hour#
Class C or D Bus	Yes	No					
1-50 RgED/SPED rtes			10	$515.00	$265.00	$3.00	
51-90 rtes							
>90 rtes							
Class A or B Bus	Yes	No					
1-50 RgED/SPED rtes			10	$515.00	$265.00	$3.00	
51-90 rtes							
>90 rtes							
1-50 RgED/SPED rtes							
51-90 rtes							
>90 rtes							
Bus Assistant/Aide#			20				$22.5
Lift							

billed in quarter of an hour after the first hour

** beyond 8 miles from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr

6. **Special Education and Special Needs Services (Item 5 above):**
   $. 20.00 per one-quarter (1/4) hour for time in excess of the route times, four (4) "live"hours per route-day or two (2) "live" hours per ½ route-day, whichever is greater, computed on a contractor daily and not an individual bus basis.

7. **Midday Special Education Services and Shuttles.** The cost for all midday SPED shuttle bus and van services, using the following unit costs:

Bus and Van Size	"Stand-alone" Service	

	Cost Per 1st Hour	Cost Per Add'l Hour#	Continuous Service with AM/PM ##
Class C or D Bus	$98.5	$82.5	$75.50
Class A or B Bus	$98.5	$82.5	$75.50
Bus Assistant/Aide#	$22.5	$22.5	$22.5
Lift			

billed in quarter of an hour after the first hour ## reference to Items 3 - 6

8. **Midday, Vocational and Other Transportation Services and Shuttles.** The cost for all midday or shuttle services, vocational education services, and ALC routes, using the following unit costs:

Bus and Van Size	"Stand-alone" Service		Continuous Service with AM/PM ##
	Cost Per 1st Hour	Cost Per Add'l Hour#	
Class C or D Bus	$98.5	$82.5	$75.50
Class A or B Bus	$98.5	$82.5	$75.50

billed in quarter of an hour after the first hour ## reference to Items 1 & 2

9. **Special Needs Services for Highly Mobile and Students with Special Needs NOT INCLUDING SPED – Out-of-District.** The cost for special needs routes, shall be submitted for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		Cost Per Hour#	Cost Per Mile**	Cost Per Day
Class A or B Bus	Yes	No	$98.5	$3.5	$515.00
Bus Assistant/Aide#			$22.5	0.00	By hourly
Lift			$105.25	$3.50	$515.00

billed in quarter of an hour after the first hour based on terminal to terminal time
** beyond 8 miles from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr

10. **After School Transportation Services.** The cost for after school regular or SPED bus services, not including charters, separate from or routed with services identified in either Items 1, 3 or 5 above, using the following unit costs:

Bus and Van Size	"Stand-alone" Service		Continuous Service with AM/PM ##
	Cost Per1st Hour	Cost Per Add'l Hour#	
Class C or D Bus	$98.5	$82.5	$75.50
Class A or B Bus	$98.5	$82.5	$75.50

billed in quarter of an hour after the first hour ## reference to Items 1 & 2

11. **Summer School Transportation Services.** The cost for all summer school regular, HHM or SPED bus and Type III van services, other than charters, using the following unit costs:

Bus and Van Size	Cost Per Hour	Cost Per Day	Cost Per ½ Day
Class C or D Bus	$105.00	$495.00	$255.00
Class A or B Bus	$105.00	$495.00	$255.00

Option: The rates for other transportation services can be quoted as a % of the rates for regular "to & from" transportation services. _____% of regular and SPED transportation rates in items 1 through 6 above.

12. **Charters: Extra-curricular and Athletic Trips; Activity and Field Trips. Trip charge for extra-curricular and** athletic trips and school activity and field trips, along with waiting time at the destination, using one or more of the following unit costs:

	Cost per Hour	Cost Per Mile	Cost Per Wait Hour#	
a. Trips within an 8 mile radius from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr				
i. Class C/D Bus	$75.00	$3.00	$75.00	
ii. Class A/B Mini bus	$75.00	$3.00	$75.00	
iii.				
b. Trips beyond an 8 mile radius from the District Transportation Center as identified in Item 12.a. above				
i. Class C/D Bus	$75.00	$3.00	$75.00	
ii. Class A/B Mini bus	$75.00	$3.00	$75.00	
iii.				
iv. Coach bus				
c. Trailer				
single axle	$45.00	0.00	0.00	
double axle	$55.00	0.00	0.00	

billed in quarter of an hour after the first hour

d. Trip charge outside the school district boundaries.

Labor cost for overnight trips $25 per hour; $250 per day max.

Overnight driver expenses $300 per 24 hour day.

e. Non-peak Rate Discount: non-peak (9:30 am - 1:45 pm & after 4:30pm) trip charge discount from regular rates in this item: 5 %

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 Cedar Transportation, LLC, "Contractor" (collectively "parties") to provide Type III Transportation for the District for 2022-2023 school year to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2023, 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 $200,000.00. 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:

Cedar Transportation, LLC

Attn:_____

Address: _____

Email: _____

Fax: _____

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.

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EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

Vendor will coordinate with MPS Transportation Staff to lay out routes for students to be picked up and transported to and from their homes and schools for FY23

Service Outcome

Students will be picked up in a timely manner and transported safely to their respective schools

Method of Evaluation

MPS Staff will receive weekly reports regarding on time delivery of students, and customer service.

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.

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. 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).

C. 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).

D. 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).

E. 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.

F. 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.

G. 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.

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

I. 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 on the bus or using the Synovia Fleet Tracking system
- 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.

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

K. 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.

L. 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

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

M. 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.

N. 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

II. 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 (provided by the District).

11. 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.

12. 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.

13. 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***

III. Contractor/Dispatch Requirements

14. 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.

15. At the start of each day, *Contractor* must ensure that scheduled equipment for the day has functioning GPS, tablet, and radio equipment.

16. Assure that *Contractor driver* is trained to 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

17. In the event of bus breakdown, the Contractor will either have their driver relay to District dispatch who will be responding, or the Contractor will notify District directly.

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

IV. Reporting

A. 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.

B. 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 wheelchair), license plate number, fuel type and installed District radio serial number (if applicable)

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

D. Driving records must be checked and provided to **MPS Transportation** at least **two (2) times** during a school year; **September 15 and January 15.** The cost for record checks shall be the Contractor's responsibility.

E. 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.

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

G. The Contractor must have a drug and alcohol testing program as prescribed by the US Department of Transportation 49 CFR Part 382 *et seq*.

Personnel

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

2. 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.

3. 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

4. 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.

5. 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.

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

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.

V. MPS will Provide

A. DIRECT DISTRICT SUPERVISION

1. 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.

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

3. 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.

B. Training

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

VI. 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, when applicable, 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 $67.00 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 (listed below) per each route bus AND standby bus specified in Section VII. B; the cost of the installation shall be the responsibility of the Contractor. The cost of the cellular service will be included in the lease rate.

Mpls School Transportation Radio Installation Pricing,

- Installation of radio and radio antenna, $150.00,

- Installation in bus with existing power cord and antenna coax, $100.00,
- Removal of radio only (not coax), $75.00,
- Removal of radio and GPS (not antenna), $95.00,
- Travel charge per visit, $85.00,
- Shop supply, $9.00,

F. 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:

1. Be constructed of durable industrial grade materials
2. Record both video and audio
3. Record a minimum of 12 hours of video
4. 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.
5. Be capable of recording from multiple cameras without reducing the quality or time of recording.
6. Be activated by the school bus ignition switch (not driver operated).
7. Be designed for school bus operation.
8. Be certified for operation in extreme cold conditions.
9. Record in a format that is convertible or exportable to standard media, including DVD or flash drive.
10. 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.

VII. VEHICLES – BUSES AND TYPE IIIs

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** 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)

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's name and route number for the convenience of students, parents, and administrators.

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.

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.

INVOICING

A. 1. Invoices shall be sent Bi-weekly to dawn.schnickel@mpls.k12.mn.us. Reged, SPED and HHM costs need to be listed separately, either three different lines or three different invoices.

2. Backup information shall be sent at the time of the invoice and shall include daily route information, AM, Midday, PM, CSP's & Miles if applicable. Each day needs to be listed for verification purposes.

3. Returned routes will not be paid for by MPS therefore should not be included on the invoice.

4. Administration costs (per V-A-3) will be applied monthly.

5. Late fees will be accessed quarterly, allowing time to review and respond.

B. 1. An Invoice template will be sent in a separate document with the contract to be used as a guideline.

COVID-19 COMPLIANCESERVICE PROVIDER COMPLIANCE REQUIREMENTS

A. The Contractor agrees to comply with all State, City and MPS regulations as they pertain to COVID-19 related rules and regulation.

B. The Contractor agrees to comply with the following MPS COVID-19 protocols

1. Conduct pre & post cleaning of buses daily
2. Sanitize each bus between each run daily
3. Utilize MPS approved cleaning solution
4. Conduct verbal employee wellness checks daily

C. Each Contractor shall provide training on COVID related cleaning methods.

D. Contractor must immediately notify the Director of Transportation Services of any employee absences due to illness. Contractor must follow established procedures for reporting results.

Cedar

APPENDIX D - COST QUOTES FOR STUDENT TRANSPORTATION SERVICES

From: Section III, Subsection F, Question 1

Contractor: Cedar Transportation LLC

I. PRICE AND RATE SCHEDULE FOR STUDENT TRANSPORTATION SERVICES

The COST QUOTES for each year of the term shall be submitted based on a maximum of 175 days of operation for the regular school year.

SCHOOL YEAR(S) 2022-2023

1. Special Education and Special Needs Services – In-District. The cost for all special education and special needs routes, including open-enrolled home-to-school transportation services and after school runs, for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		Quantity	Cost Per Route-Day	Cost Per ½ Route-Day	Cost Per Hour#
Van or Type III			60	$275.00	$165.00	N/A
Bus Assistant/Bus Aide #			60	$100.00	$60.00	N/A
Lift/10- Pass/Enclosed	Yes		15	$315.00	$190.00	N/A

billed in quarter of an hour after the first hour

2. Special Education and Special Needs Services (Item 1 above): $ 15.00 per one-quarter (1/4) hour for time in excess of the route times, four (4) "live" hours per route-day or two (2) "live" hours per ½ route day, whichever is greater, computed on a contractor daily and not an individual bus basis.

3. Special Education Services – Out-of-District. The cost for special education and special needs routes shall be submitted for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		Quantity	Cost Per Route-Day	Cost Per ½ Route-Day	Cost per Mile**	Cost Per Hour#
Van or Type III			60	$275.00	$165.00	N/A	N/A
Bus Assistant/Bus Aide #			60	$100.00	$60.00	N/A	N/A
Lift/10- Pass/Enclosed	Yes		15	$315.00	$190.00	N/A	N/A

billed in quarter of an hour after the first hour

** beyond 8 miles from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr

4. Special Education and Special Needs Services (Item 3 above):

$ 15.00 per one-quarter (1/4) hour for time in excess of the route times, four (4) "live" hours per route-day or two (2) "live" hours per ½ route-day, whichever is greater, computed on a contractor daily and not an individual bus basis.

5. Midday Special Education Services and Shuttles. The cost for all midday SPED shuttle bus and van services, using the following unit costs:

Bus and Van Size	"Stand-alone" Service		Continuous Service with AM/PM ##
	Cost Per 1st Hour	Cost Per Add'l Hour#	
Van or Type III	$100.00	$50.00	N/A
Bus Assistant/Aide#	$25.00	$25.00	N/A
Lift/10- Pass/Enclosed	$150.00	$60.00	N/A

billed in quarter of an hour after the first hour. ## reference to Item 1 - 4

6. Midday, Vocational and Other Transportation Services and Shuttles. The cost for all midday or shuttle services, vocational education services, and ALC routes, using the following unit costs:

Bus and Van Size	"Stand-alone" Service		Continuous Service with AM/PM ##
	Cost Per 1st Hour	Cost Per Add'l Hour#	
Van or Type III	$100.00	$50.00	N/A

billed in quarter of an hour after the first hour. ## reference to Item 1 & 2

7. Special Needs Services for Highly Mobile and Students with Special Needs NOT INCLUDING SPED – Out-of-District. The cost for special needs routes shall be submitted for the days of school operation using the following unit costs:

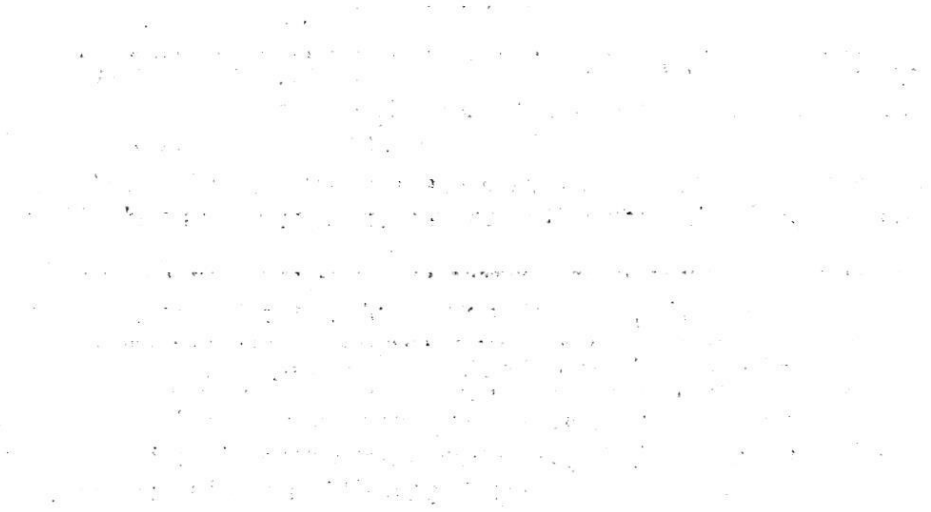
Bus and Van Size	Lift?		Cost Per Hour#	Cost Per Mile**	Cost Per Day (Min)
Van or Type III			$50.00	$0.00	$275.00
Bus Assistant/ Aide#			$25.00	$0.00	$100.00
Lift/10- Pass/Enclosed	Yes		$60.00	$0.00	$315.00

billed in quarter of an hour after the first hour based on terminal to terminal time
** beyond 8 miles from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr

8.Summer School Transportation Services. The cost for all summer school regular, HHM or SPED bus and Type III van services, other than charters, using the following unit costs:

Bus and Van Size	Cost Per Hour	Cost Per Day	Cost Per ½ Day
Van or Type III	See Below	See Below	See Below

Option: The rates for other transportation services can be quoted as a % of the rates for regular "to & from" transportation services. 90 % of regular and SPED transportation rates in items 1 through 7 above.



SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: Sounitda (on behalf of COO) Saymongkhon
(Printed)

Title: _____

Date: _____

Cedar Transportation, LLC

By: Cedar Transportation

Name: Ziad Mohamed
(Printed)

Title: Owner

Date: 5/31/2022

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 Collaborative Student Transportation Of Minnesota, "Contractor" (collectively "parties") to provide Provide Type III Transportation service for MPS students 2022-2023 SY to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2023, 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 $1,500,000.00. 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:

Collaborative Student Transportation Of Minnesota

Attn: Dillon LaHaye

Address: 615 1st Ave NE #115, Minneapolis, MN 55413

Email: dillon.lahaye@cstmn.org

Fax: n/a

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: Sounitda (on behalf of COO) Saymongkhon
(Printed)

Title: _____

Date: _____

Collaborative Student Transportation Of Minnesota

By: _____

Name: Dillon LaHaye
(Printed)

Title: Chief of Staff

Date: 05.26.22

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

Provide on time Transportation service for MPS students throughout the district to various schools.

Service Outcome

Efficient and on time delivery of students to school and home.

Method of Evaluation

Monthly meetings for evaluations, penalties apply if applicable. Vendor will also be held accountable by language agreed to in the Exhibit sections 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.

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. 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).

C. 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).

D. 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).

E. 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.

F. 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.

G. 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.

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

I. 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 on the bus or using the Synovia Fleet Tracking system
- 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.

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

K. 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.

L. 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

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

M. 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.

N. 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

II. 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 (provided by the District).

11. 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.

12. 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.

13. 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***

III. Contractor/Dispatch Requirements

14. 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.

15. At the start of each day, *Contractor* must ensure that scheduled equipment for the day has functioning GPS, tablet, and radio equipment.

16. Assure that *Contractor driver* is trained to 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

17. In the event of bus breakdown, the Contractor will either have their driver relay to District dispatch who will be responding, or the Contractor will notify District directly.

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

IV. Reporting

A. 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.

B. 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)

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

D. Driving records must be checked and provided to **MPS Transportation** at least **two (2) times** during a school year; **September 15 and January 15.** The cost for record checks shall be the Contractor's responsibility.

E. 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.

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

G. The Contractor must have a drug and alcohol testing program as prescribed by the US Department of Transportation 49 CFR Part 382 *et seq.*

Personnel

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

2. 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.

3. 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

4. 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.

5. 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.

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

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.

V. MPS will Provide

A. DIRECT DISTRICT SUPERVISION

1. 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.

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

3. 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.

B. Training

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

VI. 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, when applicable, 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 $67.00 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 (listed below) per each route bus AND standby bus specified in Section VII. B; the cost of the installation shall be the responsibility of the Contractor. The cost of the cellular service will be included in the lease rate.

Mpls School Transportation Radio Installation Pricing,

- Installation of radio and radio antenna, $150.00,

- Installation in bus with existing power cord and antenna coax, $100.00,
- Removal of radio only (not coax), $75.00,
- Removal of radio and GPS (not antenna), $95.00,
- Travel charge per visit, $85.00,
- Shop supply, $9.00,

F. 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:

1. Be constructed of durable industrial grade materials
2. Record both video and audio
3. Record a minimum of 12 hours of video
4. 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.
5. Be capable of recording from multiple cameras without reducing the quality or time of recording.
6. Be activated by the school bus ignition switch (not driver operated).
7. Be designed for school bus operation.
8. Be certified for operation in extreme cold conditions.
9. Record in a format that is convertible or exportable to standard media, including DVD or flash drive.
10. 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.

VII. VEHICLES – BUSES AND TYPE IIIs

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** 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)

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's name and route number for the convenience of students, parents, and administrators.

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.

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.

INVOICING

A. 1. Invoices shall be sent Bi-weekly to dawn.schnickel@mpls.k12.mn.us. Reged, SPED and HHM costs need to be listed separately, either three different lines or three different invoices.

2. Backup information shall be sent at the time of the invoice and shall include daily route information, AM, Midday, PM, CSP's & Miles if applicable. Each day needs to be listed for verification purposes.

3. Returned routes will not be paid for by MPS therefore should not be included on the invoice.

4. Administration costs (per V-A-3) will be applied monthly.

5. Late fees will be accessed quarterly, allowing time to review and respond.

B. 1. An Invoice template will be sent in a separate document with the contract to be used as a guideline.

COVID-19 COMPLIANCESERVICE PROVIDER COMPLIANCE REQUIREMENTS

A. The Contractor agrees to comply with all State, City and MPS regulations as they pertain to COVID-19 related rules and regulation.

B. The Contractor agrees to comply with the following MPS COVID-19 protocols

1. Conduct pre & post cleaning of buses daily
2. Sanitize each bus between each run daily
3. Utilize MPS approved cleaning solution
4. Conduct verbal employee wellness checks daily

C. Each Contractor shall provide training on COVID related cleaning methods.

D. Contractor must immediately notify the Director of Transportation Services of any employee absences due to illness. Contractor must follow established procedures for reporting results.

CSTMN

Appendix 4/EXHIBIT B

Contractor:

I. PRICE AND RATE SCHEDULE FOR STUDENT TRANSPORTATION SERVICES

SCHOOL YEAR(S) 2022-2023

1. **Special Education and Special Needs Services – In-District.** The cost for all special education and special needs routes, including open-enrolled home-to-school transportation services and after school runs, for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		QUANTITY	Cost Per Route-Day	Cost Per ½ Route-Day	Cost Per Hour#
Van or Type III	Yes	No				
				$270	$200	
Bus Assistant/Aide#						$32
Lift				$35	$35	

billed in quarter of an hour after the first hour

2. **Special Education and Special Needs Services (Item 3 above):**
   $ 15 per one-quarter (1/4) hour for time in excess of the route times, four (4) "live" hours per route-day or two (2) "live" hours per ½ route-day, whichever is greater, computed on a contractor daily and not an individual bus basis.

3. **Special Education Services – Out-of-District.** The cost for special education and special needs routes, shall be submitted for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		QUANTITY	Cost Per Route-Day	Cost Per ½ Route-Day	Cost per Mile**	Cost Per Hour#
Type III				$270	$200	$0	
Bus Assistant/Aide#							$32
Lift				$35	$35	$0	

billed in quarter of an hour after the first hour

** beyond 8 miles from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr

4. **Special Education and Special Needs Services (Item 5 above):**
   $ 15 per one-quarter (1/4) hour for time in excess of the route times, four (4) "live" hours per route-day or two (2) "live" hours per ½ route-day, whichever is greater, computed on a contractor daily and not an individual bus basis.

Minneapolis Public Schools
1250 W. Broadway Ave
Minneapolis, MN 55411
RFX@mpls.k12.mn.us

5. **Midday Special Education Services and Shuttles.** The cost for all midday SPED shuttle bus and van services, using the following unit costs:

Bus and Van Size	"Stand-alone" Service		Continuous Service with AM/PM ##
	Cost Per 1st Hour	Cost Per Add'l Hour#	
Type III	$60	$60	$60/hour
Bus Assistant/Aide#	$32	$32	$32/hour
Lift			

billed in quarter of an hour after the first hour ## reference to Items 3 - 6

6. **Midday, Vocational and Other Transportation Services and Shuttles.** The cost for all midday or shuttle services, vocational education services, and ALC routes, using the following unit costs:

Bus and Van Size	"Stand-alone" Service		Continuous Service with AM/PM ##
	Cost Per 1st Hour	Cost Per Add'l Hour#	
Type III	$60	$60	$60/hour

billed in quarter of an hour after the first hour ## reference to Items 1 & 2

7. **Special Needs Services for Highly Mobile and Students with Special Needs NOT INCLUDING SPED – Out-of-District.** The cost for special needs routes, shall be submitted for the days of school operation using the following unit costs:

Bus and Van Size.	Lift?		Cost Per Hour#	Cost Per Mile**	Cost Per Day
Type III	Yes	No	$0	$0	$270
Bus Assistant/Aide#			$32	$0	$0
Lift			$0	$0	$35

billed in quarter of an hour after the first hour based on terminal to terminal time

** beyond 8 miles from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr

Minneapolis Public Schools
1250 W. Broadway Ave
Minneapolis, MN 55411
RFX@mpls.k12.mn.us

8. **Summer School Transportation Services.** The cost for all summer school regular, HHM or SPED bus and Type III van services, other than charters, using the following unit costs:

Bus and Van Size	Cost Per Hour	Cost Per Day	Cost Per ½ Day
Type III		$250	$200

Option: The rates for other transportation services can be quoted as a % of the rates for regular "to & from" transportation services. _____ % of regular and SPED transportation rates in items 1 through 6 above.

Minneapolis Public Schools
1250 W. Broadway Ave
Minneapolis, MN 55411
RFX@mpls.k12.mn.us

Appendix D: MPS Reports

Accident Response & Follow Up Procedures Report

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 Dynamic Transportation Service LLC, "Contractor" (collectively "parties") to provide Type III Transportation for the District for 2022-2023 school year to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2023, 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 $200,000.00. 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:

Dynamic Transportation Service LLC

Attn: JARED JADESSE

Address: 572 LANDAU DR. WOODBURY, MN 55125

Email: JARED@DYNAMICMN.COM

Fax: _____

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: Soumida (on behalf of COO) Saymongkhon
(Printed)

Title: _____

Date: _____

Dynamic Transportation Service LLC

By: _____

Name: YARED K TADESSE
(Printed)

Title: CEO

Date: 05/26/2022

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

Vendor will coordinate with MPS Transportation Staff to lay out routes for students to be picked up and transported to and from their homes and schools for FY23

Service Outcome

Students will be picked up in a timely manner and transported safely to their respective schools

Method of Evaluation

MPS Staff will receive weekly reports regarding on time delivery of students, and customer service.

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.

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. 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).

C. 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).

D. 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).

E. 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.

F. 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.

G. 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.

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

I. 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 on the bus or using the Synovia Fleet Tracking system
- 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.

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

K. 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.

L. 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

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

M. 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.

N. 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

II. 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 (provided by the District).

11. 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.

12. 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.

13. 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***

III. Contractor/Dispatch Requirements

14. 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.

15. At the start of each day, *Contractor* must ensure that scheduled equipment for the day has functioning GPS, tablet, and radio equipment.

16. Assure that *Contractor driver* is trained to 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

17. In the event of bus breakdown, the Contractor will either have their driver relay to District dispatch who will be responding, or the Contractor will notify District directly.

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

IV. Reporting

A. 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.

B. 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 wheelchair), license plate number, fuel type and installed District radio serial number (if applicable)

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

D. Driving records must be checked and provided to **MPS Transportation** at least **two (2) times** during a school year; **September 15 and January 15.** The cost for record checks shall be the Contractor's responsibility.

E. 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.

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

G. The Contractor must have a drug and alcohol testing program as prescribed by the US Department of Transportation 49 CFR Part 382 *et seq.*

Personnel

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

2. 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.

3. 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

4. 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.

5. 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.

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

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.

V. MPS will Provide

A. DIRECT DISTRICT SUPERVISION

1. 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.

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

3. 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.

B. Training

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

VI. 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, when applicable, 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 $67.00 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 (listed below) per each route bus AND standby bus specified in Section VII. B; the cost of the installation shall be the responsibility of the Contractor. The cost of the cellular service will be included in the lease rate.

Mpls School Transportation Radio Installation Pricing,

- Installation of radio and radio antenna, $150.00,

- Installation in bus with existing power cord and antenna coax, $100.00,
- Removal of radio only (not coax), $75.00,
- Removal of radio and GPS (not antenna), $95.00,
- Travel charge per visit, $85.00,
- Shop supply, $9.00,

F. 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:

1. Be constructed of durable industrial grade materials
2. Record both video and audio
3. Record a minimum of 12 hours of video
4. 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.
5. Be capable of recording from multiple cameras without reducing the quality or time of recording.
6. Be activated by the school bus ignition switch (not driver operated).
7. Be designed for school bus operation.
8. Be certified for operation in extreme cold conditions.
9. Record in a format that is convertible or exportable to standard media, including DVD or flash drive.
10. 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.

VII. VEHICLES – BUSES AND TYPE IIIs

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** 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)

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's name and route number for the convenience of students, parents, and administrators.

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.

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.

INVOICING

A. 1. Invoices shall be sent Bi-weekly to dawn.schnickel@mpls.k12.mn.us. Reged, SPED and HHM costs need to be listed separately, either three different lines or three different invoices.

2. Backup information shall be sent at the time of the invoice and shall include daily route information, AM, Midday, PM, CSP's & Miles if applicable. Each day needs to be listed for verification purposes.

3. Returned routes will not be paid for by MPS therefore should not be included on the invoice.

4. Administration costs (per V-A-3) will be applied monthly.

5. Late fees will be accessed quarterly, allowing time to review and respond.

B. 1. An Invoice template will be sent in a separate document with the contract to be used as a guideline.

COVID-19 COMPLIANCESERVICE PROVIDER COMPLIANCE REQUIREMENTS

A. The Contractor agrees to comply with all State, City and MPS regulations as they pertain to COVID-19 related rules and regulation.

B. The Contractor agrees to comply with the following MPS COVID-19 protocols

1. Conduct pre & post cleaning of buses daily
2. Sanitize each bus between each run daily
3. Utilize MPS approved cleaning solution
4. Conduct verbal employee wellness checks daily

C. Each Contractor shall provide training on COVID related cleaning methods.

D. Contractor must immediately notify the Director of Transportation Services of any employee absences due to illness. Contractor must follow established procedures for reporting results.

DYNAMIC TRANSPORTATION SERVICE, LLC

651-307-0381 or 651-359-5322 | dynamictransportationmn@gmail.com
572 Landau Drive | Woodbury, Minnesota 55125

Appendix 4/EXHIBIT B

Contractor:

I. **PRICE AND RATE SCHEDULE FOR STUDENT TRANSPORTATION SERVICES**

SCHOOL YEAR(S) 2022-2023

1. **Special Education and Special Needs Services – In-District.** The cost for all special education and special needs routes, including open-enrolled home-to-school transportation services and after school runs, for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		QUAN TITY	Cost Per Route-Day	Cost Per ½ Route-Day	Cost Per Hour#
Van or Type III	Yes	No		$260.00	$130.00	
10 Passenger Van				$310.00	$160.00	
Bus Assistant/Aide#						$27.00
Lift				$300.00	$160.00	

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billed in quarter of an hour after the first hour

2. **Special Education and Special Needs Services (Item 3 above):**
$ 15.00 per one-quarter (1/4) hour for time in excess of the route times, four (4) "live" hours per route-day or two (2) "live" hours per ½ route-day, whichever is greater, computed on a contractor daily and not an individual bus basis.

3. **Special Education Services – Out-of-District.** The cost for special education and special needs routes, shall be submitted for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		QUAN TITY	Cost Per Route-Day	Cost Per ½ Route-Day	Cost per Mile**	Cost Per Hour#
Type III				$260.00	$130.00	N/A	
Bus Assistant/Aide#							$27.00
Lift				$300.00	$150.00	$3.25	

billed in quarter of an hour after the first hour

** beyond 8 miles from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr

4. **Special Education and Special Needs Services (Item 5 above):**
$15.00 per one-quarter (1/4) hour for time in excess of the route times, four (4) "live" hours per route-day or two (2) "live" hours per ½ route-day, whichever is greater, computed on a contractor daily and not an individual bus basis.

5. **Midday Special Education Services and Shuttles.** The cost for all midday SPED shuttle bus and van services, using the following unit costs:

Bus and Van Size	"Stand-alone" Service		Continuous Service with AM/PM ##
	Cost Per 1st Hour	Cost Per Add'l Hour#	
Type III	$100.00	$85.00	$95.00
Bus Assistant/Aide#	$27.00	$27.00	$100.00
Lift	$125.00	$100.00	$115.00

billed in quarter of an hour after the first hour ## reference to Items 3 - 6

DYNAMIC TRANSPORTATION SERVICE, LLC
651-307-0381 or 651-359-5322 | dynamictransportationmn@gmail.com
572 Landau Drive | Woodbury, Minnesota 55125

6. **Midday, Vocational and Other Transportation Services and Shuttles.** The cost for all midday or shuttle services, vocational education services, and ALC routes, using the following unit costs:

Bus and Van Size	"Stand-alone" Service		Continuous Service with AM/PM ##
	Cost Per 1st Hour	Cost Per Add'l Hour#	
Type III	$100.00	$85.00	$95.00

billed in quarter of an hour after the first hour ## reference to Items 1 & 2

7. **Special Needs Services for Highly Mobile and Students with Special Needs NOT INCLUDING SPED – Out-of-District.** The cost for special needs routes, shall be submitted for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		Cost Per Hour#	Cost Per Mile**	Cost Per Day
Type III	Yes	No	$115.00	$3.00	$260
Bus Assistant/Aide#			$27.00		
Lift			$120.00	$3.25	$300

billed in quarter of an hour after the first hour based on terminal to terminal time

** beyond 8 miles from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr

8. **Summer School Transportation Services.** The cost for all summer school regular, HHM or SPED bus and Type III van services, other than charters, using the following unit costs:

Bus and Van Size	Cost Per Hour	Cost Per Day	Cost Per ½ Day
Type III	N/A	N/A	N/A

Option: The rates for transportation services can be quoted as a % of the rate for regular "to & from" transportation service 85% of the regular and SPED transportation rates in items 1 through 6 above.

AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND AMERICAN INDIAN OIC- TAKODA PREP

This Amendment ("Amendment") to the Contract between Special School District No. 1 and AMERICAN INDIAN OIC_ TAKODA PREP dated 6/14/2022 ("Contract") is made and entered into by and between Special School District No.1 ("District") and AMERICAN INDIAN OIC_ TAKODA PREP ("Contractor") (collectively "parties').

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and AMERICAN INDIAN OIC_ TAKODA PREP ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2021 through 6/30/2022 ("Contract"), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400000548

1. *Original contract amount:* $584,545.49
2. *Accumulative contract amount:* $618,377.49

NOW THEREFORE IT IS HEREBY AGREED by the Parties to amend the Contract as follows:

Section: $1,440 SWIFT funds, $5,000 FIN 163 funds for Summer Programming and $27,392 Reconciliation for 19-20 & 20-21 Invoices.

Description: Exhibit A- Memorandum of Agreement between Minneapolis Public Schools and American Indian OIC- Takoda Prep to specify the amount of support in accordance with formula specified in MINN. STAT. 124.D.69

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:

Title:

Date: _____

AMERICAN INDIAN OIC- TAKODA PREP

Signature: _____

Name: Joe Hobot

Title: President & CEO

Date: May 31st, 2022

AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND EAST SIDE NEIGHBORHOOD SERVICES- MENLO PARK HIGH SCHOOL

This Amendment ("Amendment") to the Contract between Special School District No. 1 and EAST SIDE NEIGHBORHOOD SERVICES – MENLO PARK HIGH SCHOOL dated 6/14/2022 ("Contract") is made and entered into by and between Special School District No.1 ("District") and EAST SIDE NEIGHBORHOOD SERVICES – MENLO PARK HIGH SCHOOL ("Contractor") (collectively "parties').

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and EAST SIDE NEIGHBORHOOD SERVICES – MENLO PARK HIGH SCHOOL ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2021 through 6/30/2022 ("Contract"), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400000963

1. *Original contract amount:* $570,519.49
2. *Accumulative contract amount:* $579,973.49

NOW THEREFORE IT IS HEREBY AGREED by the Parties to amend the Contract as follows:

Section: $3,454 SWIFT funds and $6,000 FIN 163 funds for Summer Programming.

Description: Exhibit A- Memorandum of Agreement between Minneapolis Public Schools and East Side Neighborhood Services- Menlo Park High School to specify the amount of support in accordance with formula specified in MINN. STAT. 124.D.69

Additional funds are added from MDE as grant funds to support summer programming.

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:

Title:

Date: _____

EAST SIDE NEIGHBORHOOD SERVICES:

Signature: Kristine Martin

Name: Kristine Martin, President

Title:

Date: 5/27/22

AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND PROJECT FOR PRIDE IN LIVING- MERC HIGH SCHOOL

This Amendment ("Amendment") to the Contract between Special School District No. 1 and PPL- MERC HIGH SCHOOL dated 6/14/2022 ("Contract") is made and entered into by and between Special School District No.1 ("District") and PPL- MERC HIGH SCHOOL ("Contractor") (collectively "parties').

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and PPL- MERC HIGH SCHOOL ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2021 through 6/30/2022 ("Contract"), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400000550

1. *Original contract amount:* $667,811.19
2. *Accumulative contract amount:* $854,707.19

NOW THEREFORE IT IS HEREBY AGREED by the Parties to amend the Contract as follows:

Section: $118,736 Contract Reconciliation, $34,160 SWIFT funds and $34,000 FIN 163 funds for Summer Programming.

Description: Exhibit A- Memorandum of Agreement between Minneapolis Public Schools and VOA High School to specify the amount of support in accordance with formula specified in MINN. STAT. 124.D.69

Additional funds are added from MDE as grant funds to support summer programming.

Except as herein amended, the terms, conditions and provisions of the contract shall apply to and govern the provisions of this Amendment.

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SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name:

Title:

Date: _____

PROJECT FOR PRIDE IN LIVING:

Signature: Antonio Cardona

Name: Antonio Cardona

Title: Vice President of Career Readiness

Date: 05/27/2022

AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND PLYMOUTH CHRISTIAN YOUTH CENTER – PYC HIGH SCHOOL

This Amendment ("Amendment") to the Contract between Special School District No. 1 and PLYMOUTH CHRISTIAN YOUTH CENTER – PYC HIGH SCHOOL dated 6/14/2022 ("Contract") is made and entered into by and between Special School District No.1 ("District") and PLYMOUTH CHRISTIAN YOUTH CENTER – PYC HIGH SCHOOL ("Contractor") (collectively "parties').

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and PLYMOUTH CHRISTIAN YOUTH CENTER – PYC HIGH SCHOOL ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2021 through 6/30/2022 ("Contract"), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400000969

1. *Original contract amount:* $1,522,691.71
2. *Accumulative contract amount:* $1,544,795.71

NOW THEREFORE IT IS HEREBY AGREED by the Parties to amend the Contract as follows:

Section: $7,104 SWIFT funds and $15,000 FIN 163 funds for Summer Programming.

Description: Exhibit A- Memorandum of Agreement between Minneapolis Public Schools and PLYMOUTH CHRISTIAN YOUTH CENTER – PYC HIGH SCHOOL to specify the amount of support in accordance with formula specified in MINN. STAT. 124.D.69

Additional funds are added from MDE as grant funds to support summer programming.

Except as herein amended, the terms, conditions and provisions of the contract shall apply to and govern the provisions of this Amendment.

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SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name:

Title:

Date: _____

PLYMOUTH CHRISTIAN YOUTH CENTER:

Signature: _____

Name: DAVID TARLETON

Title: DIRECTOR OF EDUCATION

Date: 5/24/2022

AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND VOLUNTEERS OF AMERICA HIGH SCHOOL

This Amendment ("Amendment") to the Contract between Special School District No. 1 and VOLUNTEERS OF AMERICAN HIGH SCHOOL dated 6/14/2022 ("Contract") is made and entered into by and between Special School District No.1 ("District") and VOLUNTEERS OF AMERICAN HIGH SCHOOL ("Contractor") (collectively "parties').

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and VOLUNTEERS OF AMERICAN HIGH SCHOOL ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2021 through 6/30/2022 ("Contract"), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400000551

1. *Original contract amount:* $1,118,187.14
2. *Accumulative contract amount:* $1,135,239.14

NOW THEREFORE IT IS HEREBY AGREED by the Parties to amend the Contract as follows:

Section: $14,052 SWIFT funds for Summer Programming $3,000 American Indian Student Engagement

Description: Exhibit A- Memorandum of Agreement between Minneapolis Public Schools and VOA High School to specify the amount of support in accordance with formula specified in MINN. STAT. 124.D.69

Additional funds are added from MDE as grant funds to support summer programming.

Except as herein amended, the terms, conditions and provisions of the contract shall apply to and govern the provisions of this Amendment.

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SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name:

Title:

Date: _____

VOLUNTEERS OF AMERICAN HIGH SCHOOL:

Signature: Julie Manworren

Name: Julie Manworren

Title: President & CEO

Date: 05/25/2022

AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND NAWAYEE CENTER SCHOOL

This Amendment ("Amendment") to the Contract between Special School District No. 1 and NAWAYEE CENTER SCHOOL dated 6/14/2022 ("Contract") is made and entered into by and between Special School District No.1 ("District") and NAWAYEE CENTER SCHOOL ("Contractor") (collectively "parties').

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and NAWAYEE CENTER SCHOOL ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2021 through 6/30/2022 ("Contract"), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400000951

1. *Original contract amount:* $670,409
2. *Accumulative contract amount:* $681,409

NOW THEREFORE IT IS HEREBY AGREED by the Parties to amend the Contract as follows:

Section: $1,500 SWIFT funds and $9,500 FIN 163 funds for Summer Programming.

Description: Exhibit A- Memorandum of Agreement between Minneapolis Public Schools and Nawayee Center School to specify the amount of support in accordance with formula specified in MINN. STAT. 124.D.69

Additional funds are added from MDE as grant funds to support summer programming.

Except as herein amended, the terms, conditions and provisions of the contract shall apply to and govern the provisions of this Amendment.

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SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name:

Title:

Date: _____

NAWAYEE CENTER SCHOOL:

Signature: Joseph C Rice

Name Joseph C. Rice

Title: Executive Director

Date: 5/25/22

AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND PROJECT FOR PRIDE IN LIVING- LNAS HIGH SCHOOL

This Amendment ("Amendment") to the Contract between Special School District No. 1 and PPL- LNAS HIGH SCHOOL dated 6/14/2022 ("Contract") is made and entered into by and between Special School District No.1 ("District") and PPL- LNAS HIGH SCHOOL ("Contractor") (collectively "parties').

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and PPL- LNAS HIGH SCHOOL ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2021 through 6/30/2022 ("Contract"), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400000554

1. *Original contract amount:* $515,771.25
2. *Accumulative contract amount:* $629,659.25

NOW THEREFORE IT IS HEREBY AGREED by the Parties to amend the Contract as follows:

Section: $91,296 Contract Reconciliation, $11,592 SWIFT funds and $11,000 FIN 163 funds for Summer Programming.

Description: Exhibit A- Memorandum of Agreement between Minneapolis Public Schools and VOA High School to specify the amount of support in accordance with formula specified in MINN. STAT. 124.D.69

Additional funds are added from MDE as grant funds to support summer programming.

Except as herein amended, the terms, conditions and provisions of the contract shall apply to and govern the provisions of this Amendment.

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SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name:

Title:

Date: _____

PROJECT FOR PRIDE IN LIVING:

Signature: Antonio Cardona

Name: Antonio Cardona

Title: Vice President of Career Readiness

Date: 05/27/2022

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) for:

38.32	Secondary students
	4-6 grade students

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

Grades	Total # of students	Weighting	Weighted Student Number	2022/2023 Revenue	Total Revenue
4-6 Grades		1.0			
7-12 Grades	38.32	1.2	45.98	$325,073	
Total Weighted ADM's					$325,073

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2023 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2023, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2022-23. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2022-23 school-year will determine the final budget allocation.

Funding Source	Total Dollars	Monthly Allocation (based on 10 Months)
ADMs Combined Revenue	$325,073	32,507.30
Compensatory Education	$92,529	9,252.90
Title 1 (Invoice through Funded Programs)	$916 (Title 1 Family) $38,243 (Basic)	Invoiced Monthly
American Indian Engagement	$110,000	$11,000
Total Monthly Payments (does not include Title I & AI Engagement)	417,602	41,760.20

TOTAL CONTRACT AMOUNT: $566,761

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: _____ 5/11/2022
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) for:

	Secondary students
48.58	4-6 grade students

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

Grades	Total # of students	Weighting	Weighted Student Number	2022/2023 Revenue	Total Revenue
4-6 Grades					
7-12 Grades	**48.58**	**1.2**	**58.30**	**$415,632**	
Total Weighted ADM's					**$415,632**

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2023 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2023, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2022-23. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2022-23 school-year will determine the final budget allocation.

Funding Source	Total Dollars	Monthly Allocation (based on 10 Months)
ADMs Combined Revenue	**$415,632**	**$41,563.20**
Compensatory Education	**$58,915**	**$5,891.50**
***Title 1* (Invoice through Funded Programs)**	**$986 (Title 1 Family) $33,625 (Basic)**	**Invoiced Monthly**
Total Monthly Payments (does not include Title I)	**$474,547.00**	**$47,454.70**

TOTAL CONTRACT AMOUNT: $509,158

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 5/20/22
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) of:

	Secondary students
38.09	7-12 grade students

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

Grades	Total # of students	Weighting	Weighted Student Number	2022/2023 Per Pupil Revenue	Total Combined Revenue
4-6 Grades		1.0			
7-12 Grades	38.09	1.2	45.71	$319,638	
Total Weighted ADM's					$319,638

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2023 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2023, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2022-23. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2022-23 school-year will determine the final budget allocation.

Funding Source	Total Dollars	Monthly Allocation (based on 10 Months)
ADMs Combined Revenue	$319,638	$31,963.80
Compensatory Education	$61,445	$6,144.50
American Indian Engagement	$110,000	$11,000
Title 1 (Invoice through Funded Programs)	$598 (Title 1 Family) $25,005 (Title 1 Basic)	Invoiced Monthly
Total Monthly Payments (does not include Title I or AI Engagement)	$381,083	$38,108.30

TOTAL CONTRACT AMOUNT: $516,686

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 Rice 5/11/22 **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) for:

53.24	Secondary students
	4-6 grade students

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

Grades	Total # of students	Weighting	Weighted Student Number	2022/2023 Revenue	Total Revenue
4-6 Grades		**1.0**			
7-12 Grades	**53.24**	**1.2**	**63.89**	**$455,654**	
Total Weighted ADM's					**$455,654**

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2023 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2023, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2022-23. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2022-23 school-year will determine the final budget allocation.

Funding Source	Total Dollars	Monthly Allocation (based on 10 Months)
ADMs Combined Revenue	**$455,654**	**$45,565.40**
Compensatory Education Compensatory Education Extended	**$30,722 $2,289**	**$3,3011.10**
Total Monthly Payments (does not include Title I)	**$488,665**	**$48,866.52**

TOTAL CONTRACT AMOUNT: $488,665

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 05/23/2022
date

Title: Vice President of 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:

112.78	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	2022/2023 Revenue	Total Revenue
4-6 Grades		**1.0**			
7-12 Grades	**112.78**	**1.2**	**135.34**	**$959,025**	
Total Weighted ADM's					**$959,025**

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2023 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2023, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2022-23. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2022-23 school-year will determine the final budget allocation.

Funding Source	Total Dollars	Monthly Allocation (based on 10 Months)
ADMs Combined Revenue	**$959,025**	**$95,902.50**
Compensatory Education **Compensatory Education Extended**	**$287,345** **$10,843**	**$29,818.80**
Title 1 **(Invoice through Funded Programs)**	**$2,713 (Title 1 Family)** **$113,257 (Basic)**	**Invoiced Monthly**
Total Monthly Payments (does not include Title I)	**$1,257,213**	**$125,721.30**

TOTAL CONTRACT AMOUNT: $1,373,183

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: David Tarleton 05/16/22
date

Title: DIRECTOR OF EDUCATION

DAVID TARLETON

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) for:

55.21	Secondary students
	4-6 grade students

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

Grades	Total # of students	Weighting	Weighted Student Number	2022/2023 Revenue	Total Revenue
4-6 Grades		**1.0**			
7-12 Grades	**55.21**	**1.2**	**66.25**	**$467,333**	
Total Weighted ADM's					**$467,333**

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2023 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2023, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2022-23. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2022-23 school-year will determine the final budget allocation.

Funding Source	Total Dollars	Monthly Allocation (based on 10 Months)
ADMs Combined Revenue	**$467,333**	**$46,733.30**
Compensatory Education **Extended Compensatory Education**	**$114,817** **$21,686**	**$13,650.30**
Title 1 **(Invoice through Funded Programs)**	**$1,233 (Title 1 Family)** **$42,031 (Basic)**	**Invoiced Monthly**
Total Monthly Payments (does not include Title I)	**$603,836**	**$60,383.60**

TOTAL CONTRACT AMOUNT: $647,100

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 05/23/2022
date

Title: Vice President of Career Readiness

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:

	Secondary students
3	4-6 grade students

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

Grades	Total # of students	Weighting	Weighted Student Number	2022/2023 Revenue	Total Revenue
Regular K Full Day		1.0			
1-3 Grades		1.0			
4-6 Grades	3	1.0	3	$20,965.44	
7-12 Grades		1.2			
Total Weighted ADM's					$20,965.44

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2023 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2023, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2022-23. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2022-23 school-year will determine the final budget allocation.

Funding Source	Total Dollars	Monthly Allocation (based on 10 Months)
ADMs	$20,965.44	$2,095.64
Total Monthly Payments (does not include Title I)	$2,095.64	$2,095.64

TOTAL CONTRACT AMOUNT: $20,965.44

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: [signature] 5/17/22 date

Title: Chief Financial Officer

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) for:

74.94	Secondary students
	4-6 grade students

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

Grades	Total # of students	Weighting	Weighted Student Number	2022/2023 Revenue	Total Revenue
4-6 Grades		**1.0**			
7-12 Grades	**74.94**	**1.2**	**89.93**	**$652,568**	
Total Weighted ADM's					**$652,568**

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2023 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2023, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2022-23. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2022-23 school-year will determine the final budget allocation.

Funding Source	Total Dollars	Monthly Allocation (based on 10 Months)
ADMs **Combined Revenue**	**$652,568**	**$65,256.80**
Compensatory Education **Compensatory Education Extended**	**$173,009** **$3,614**	**$17,662.30**
Title 1 **(Invoice through Funded Programs)**	**$2,008 (Title 1 Family)** **$83,840 (Basic)**	**Invoiced Monthly**
Total Monthly Payments (does not include Title I)	**$829,191**	**$82,919.10**

TOTAL CONTRACT AMOUNT: $915,039

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: Julie Manvorren 05/18/2022
date

Title: President & CEO

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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 English Learning Center "Contractor" (collectively "parties") to provide adult education and English language services to the significant adult immigrant population, English language learners (level 0-6), and native speakers without a secondary credential. Results are measured by the provider through attendance and test scores to Community Education, Center for Adult Learning, and 800 West Broadway.

TERM OF CONTRACT

1.1 This Contract is effective on 07/01/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2023, 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***

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District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $240,000. 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

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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.

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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. 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

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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 $1,500,000 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

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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 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

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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

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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: Community Education
Attn: Aviva Hillenbrand
1250 W Broadway
Minneapolis, MN 55411
Email: aviva.hillenbrand@mpls.k12.mn.us

CONTRACTOR

Michael Huffman
Phone: 612-871-5900 Ext. 1
Address: 2315 Chciago Avenue S, Minneapolis MN
Email: mike@oscs-mn.org

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.

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

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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: Dr. Aimee Fearing

(Printed)

Title: Senior Academic Officer

Date: _____

CONTRACTOR NAME

Signature: DocuSigned by: 0601FD2CA8494DA...

Name: Michael Huffman
(Printed)

Title: Executive Director,Our Saviors Community Services

Date: 6/7/2022

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Exhibit A:

Deliverables:

English Learning Center provides adult education and English language services to the significant adult immigrant population, English language learners (level 0-6), and native speakers without a secondary credential. Services are provided year-round, through varying class schedules dependent on student needs. Results are measured by the contractor using a state approved student information database to record student attendance and test scores.

Consortium fund distribution is based on a current reimbursement rate of $7.84 multiplied by the number of contact hours. The federal fund distribution is based on a current reimbursement rate of $.74 an hour. The total fund distribution for this portion, $225,000, is an estimate only at this time.

Additionally, English Learning Center is a sub-reciptient of the IELCE Civics award, which will allow for services and classes around digital literacy and career pathways to mid/high-level ELL learners. The total fund distribution for this portion is $15,000.

Service Outcome:

English Learning Center ensures that all students have participated in the development of a Personal Education Plan that guides their work in Adult Basic Education and verifies their progress toward achieving their personal, educational and/or occupational goals; ensures that all students enrolled in all ABE activities are bryond the age of compulsory attendance and are not currently enrolled in any elementary or secondary school program.

Students are evaluated for every 40 hours compelted within a program, with the expectation that they would make level gains in the content area they are studying.

Method of Evaluation:

The contractor will use a state-approved information database to record and track student attendance and tests scores (CASAS and TABE). Testing schedules will vary by site but are given multiple times throughout the year. Students are given evaluations upon entering the program, and every 40 student contact hours therafter, in accordance with state Adult Basic Education guidelines. Consortium members are expected to submit an accurate program performance report no later than June 1 each year that presents required student participation and outcome information over the time period from May 1, 2022 through April 30, 2023 and in a format specified by MN Department of Education. Additionally, members are expectd to accurately code all ABE expenditures to the MPS UFARS report in a timely manner. If the ABE consortium member is not a school district, the member will submit fiscal year expenditure data to the MN department of Education on a form prescribed by MDE.

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EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Reimbursements can be requested and processed twice a year or quarterly, depending on the vendors preference. Relevant documenation must be submitted with the funds request – payroll documents, invoices, packing slips, etc.

[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 Fraser "Contractor" (collectively "parties") to provide and support Early Childhood Education students' academic, emotional and social success. This will be accomplished by Fraser providing professional level casework and mental health services to Minneapolis Public Schools' early childhood students and their families, consultation to school leaders, teachers, staff, and families, and staff professional development through classroom embedded coaching and training (i.e. social-emotional learning, trauma informed approaces and positive school wide engagment). This contract and associated services would positively affect the Department of Early Childhood Education in Minneapolis Public Schools, all the schools that provide early childhood eduation services, and the principals, teachers and staff in the schools in which the preschool studets enroll for kindergarten. to Click or tap here to enter text.

TERM OF CONTRACT

1.1 This Contract is effective on 7/1/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 6/30/2023, 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.

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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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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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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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.

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.

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

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Dr. Aimee Fearing

(Printed)

Title: Chief Academic Officer

Date: _____

CONTRACTOR NAME

Signature: 

Name: James Olson
(Printed)

Title: Chief Financial Officer

Date: 6/9/2022

and family mental health will be evaluated through review and analysis of measures (CBCL scores, ECSII scores and treatment plan goal progress) over the course of services .• Identified students will demonstrate growth on Teaching Strategies Gold Social Emotional objectives.

Method of Evaluation:

• Assess teachers' performance as measured using the CLASS assessment tool (Fall and Spring observation and consolation) under the emotional support domain. • For professional development/training, assess teacher and staff member knowledge regarding specific materials being presented through use of a pre and post training survey. • Student and family mental health will be evaluated through review and analysis of measures (CDCL scores, ECSII scores and treatment plan goal progress) over the course of services. • Identified students will demonstrate growth on Teaching Strategies Gold Social Emotional objectives.

[The remainder of this page intentionally left blank.]

Exhibit A:

Deliverables

1. Provide direct observation of classroom dynamics and student interactions to help inform teaching strategies and interventions: July 2022 – June 2023

    a. Submit a monthly report to the Executive Director of Early Childhood Education, of schools and classrooms observed.

2. Provide individual student observations: July 2022 – June 2023

    a. Submit a monthly report to the Executive Director of Early Childhood Education, of individual students served (by name or identification number, if possible).

3. Provide consultation and direct support to ECE District Program Facilitators and Leadership: July 2022 – June 2023

    a. Submit a monthly report to the Executive Director of Early Childhood Education, of numbers and names of staff supported.

    Lead monthly meetings with ECE District Program Facilitators incorporating professional development, collaboration and planning.

4. Provide Distance or In-Person Learning opportunities to support staff: Fall 2022

    a. Submit a list of attendees to the Executive Director of Early Childhood Education.

    b. Submit a summary of session attendee evaluations.

5. Provide training, consultations and support to Classroom Teachers, ESP and Site Staff: July 2022 – June 2023

    a. Submit a monthly report to the Executive Director of Early Childhood Education, including training, consultations and support provided to Classroom Teachers, ESPs and Site Staff.

6. Provide early intervention with evidence-based practices to individual students and families; this may include access to resources and information as well as efficient referral to mental health services: July 2022 - June 2023

    a. Submit a monthly report to the Executive Director of Early Childhood Education, of support provided to students and families.

7. Fraser staff will participate in Hennepin County School-based Mental Health Committee to ensure Mental Health services are aligned PreK-12

    a. Submit an annual report to the Executive Director of Early Childhood Education, of meetings attended and resulting actions.

Fraser shall be responsible for obtaining service authorizations from third party payers and billing for services if children and families qualify and choose to engage longer-term therapy services with Fraser.

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 Fraser "Contractor" (collectively "parties") to provide and support Early Childhood Education students' academic, emotional and social success. This will be accomplished by Fraser providing professional level casework and mental health services to Minneapolis Public Schools' early childhood students and their families, consultation to school leaders, teachers, staff, and families, and staff professional development through classroom embedded coaching and training (i.e. social-emotional learning, trauma informed approaces and positive school wide engagment). This contract and associated services would positively affect the Department of Early Childhood Education in Minneapolis Public Schools, all the schools that provide early childhood eduation services, and the principals, teachers and staff in the schools in which the preschool studets enroll for kindergarten. to Click or tap here to enter text.

TERM OF CONTRACT

1.1 This Contract is effective on 7/1/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 6/30/2023, 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 $100,000.00. 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: Early Childhood Education
Attn: Stacey Joyner, PhD
1250 W Broadway
Minneapolis, MN 55411
Email: stacey.joyner@mpls.k12.mn.us

CONTRACTOR

Aric Jensen
Phone: 612-728-5312
Address: 2400 W 64th St, Minneapolis, MN 55423
Email: Aric.Jensen@Fraser.org

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.

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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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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: Dr. Aimee Fearing

(Printed)

Title: Chief Academic Officer

Date: _____

CONTRACTOR NAME

Signature: 

Name: James Olson
(Printed)

Title: Chief Financial Officer

Date: 6/9/2022

Exhibit A:

Deliverables:

1. Provide direct observation of classroom dynamics and student interactions to help inform teaching strategies and interventions: July 2022 – June 2023a. Submit a monthly report to the Executive Director of Early Childhood Education, of schools and classrooms observed.2. Provide individual student observations: July 2022 – June 2023a. Submit a monthly report to the Executive Director of Early Childhood Education, of individual students served (by name or identification number, if possible).3. Provide consultation and direct support to ECE District Program Facilitators and Leadership: July 2022 – June 2023a. Submit a monthly report to the Executive Director of Early Childhood Education, of numbers and names of staff supported.Lead monthly meetings with ECE District Program Facilitators incorporating professional development, collaboration and planning.4. Provide Distance or In-Person Learning opportunities to support staff: Fall 2022a. Submit a list of attendees to the Executive Director of Early Childhood Education.b. Submit a summary of session attendee evaluations.5. Provide training, consultations and support to Classroom Teachers, ESP and Site Staff : July 2022 – June 2023a. Submit a monthly report to the Executive Director of Early Childhood Education, including training, consultations and support provided to Classroom Teachers, ESPs and Site Staff.6. Provide early intervention with evidence-based practices to individual students and families; this may include access to resources and information as well as efficient referral to mental health services: July 2022 - June 2023a. Submit a monthly report to the Executive Director of Early Childhood Education, of support provided to students and families.7. Fraser staff will participate in Hennepin County School-based Mental Health Committee to ensure Mental Health services are aligned PreK-12a. Submit an annual report to the Executive Director of Early Childhood Education, of meetings attended and resulting actions.

Service Outcome:

Consultation with MPS Early Childhood District Program Facilitators and classroom teachers:· Enhance coaches' capacity (competence) to support classroom teachers specifically around the emotional support domain and the mental health needs of the children in the classroom.· Enhance the classroom teacher's capacity to support the social, emotional and mental health needs of students.Classroom Observations:· provide classroom teachers with constructive feedback on areas of strength and opportunities for improvement as it pertains to supporting the social, emotional and behavioral well-being of the students.· offer opportunities for hands-on coaching and strategy recommendations.Identification and evidence based early interventions to students/families:· Support student's social and emotional functioning at home and school.· Connect families with additional mental health and social services resources that meet individual and family needs.Staff Training and Professional Development:· Teachers and ESPs will receive required (4-8 hours) professional development focused on enhancing their competence in responding to the social and emotional needs of students within the classroom and school setting.Method of Evaluation Assess teachers' performance as measured using the CLASS assessment tool (Fall and Spring observation and consultation) under the emotional support domain.• For professional development/training , assess teacher and staff member knowledge regarding specific materials being presented through use of a pre and post training survey.• Student

and family mental health will be evaluated through review and analysis of measures (CBCL scores, ECSII scores and treatment plan goal progress) over the course of services .• Identified students will demonstrate growth on Teaching Strategies Gold Social Emotional objectives.

Method of Evaluation:

• Assess teachers' performance as measured using the CLASS assessment tool (Fall and Spring observation and consolation) under the emotional support domain. • For professional development/training, assess teacher and staff member knowledge regarding specific materials being presented through use of a pre and post training survey. •Student and family mental health will be evaluated through review and analysis of measures (CDCL scores, ECSII scores and treatment plan goal progress) over the course of services. • Identified students will demonstrate growth on Teaching Strategies Gold Social Emotional objectives.

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EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows: Fraser will invoice Minneapolis Public Schools monthly for payments equal to $8333.33 per month for services rendered under this contract.Fraser shall be responsible for obtaining service authorizations from third party payers and billing for services if children and families qualify and choose to engage longer-term therapy services with Fraser.

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Exhibit A:

Deliverables

1. Provide direct observation of classroom dynamics and student interactions to help inform teaching strategies and interventions: July 2022 – June 2023

    a. Submit a monthly report to the Executive Director of Early Childhood Education, of schools and classrooms observed.

2. Provide individual student observations: July 2022 – June 2023

    a. Submit a monthly report to the Executive Director of Early Childhood Education, of individual students served (by name or identification number, if possible).

3. Provide consultation and direct support to ECE District Program Facilitators and Leadership: July 2022 – June 2023

    a. Submit a monthly report to the Executive Director of Early Childhood Education, of numbers and names of staff supported.

    Lead monthly meetings with ECE District Program Facilitators incorporating professional development, collaboration and planning.

4. Provide Distance or In-Person Learning opportunities to support staff: Fall 2022

    a. Submit a list of attendees to the Executive Director of Early Childhood Education.

    b. Submit a summary of session attendee evaluations.

5. Provide training, consultations and support to Classroom Teachers, ESP and Site Staff : July 2022 – June 2023

    a. Submit a monthly report to the Executive Director of Early Childhood Education, including training, consultations and support provided to Classroom Teachers, ESPs and Site Staff.

6. Provide early intervention with evidence-based practices to individual students and families; this may include access to resources and information as well as efficient referral to mental health services: July 2022 - June 2023

    a. Submit a monthly report to the Executive Director of Early Childhood Education, of support provided to students and families.

7. Fraser staff will participate in Hennepin County School-based Mental Health Committee to ensure Mental Health services are aligned PreK-12

    a. Submit an annual report to the Executive Director of Early Childhood Education, of meetings attended and resulting actions.

Service Outcomes

Consultation with MPS Early Childhood District Program Facilitators and classroom teachers:

· Enhance coaches' capacity (competence) to support classroom teachers specifically around the emotional support domain and the mental health needs of the children in the classroom.

· Enhance the classroom teacher's capacity to support the social, emotional and mental health needs of students.

Classroom Observations:

· provide classroom teachers with constructive feedback on areas of strength and opportunities for improvement as it pertains to supporting the social, emotional and behavioral well-being of the students.

· offer opportunities for hands-on coaching and strategy recommendations.

Identification and evidence based early interventions to students/families:

· Support student's social and emotional functioning at home and school.

· Connect families with additional mental health and social services resources that meet individual and family needs.

Staff Training and Professional Development:

· Teachers and ESPs will receive required (4-8 hours) professional development focused on enhancing their competence in responding to the social and emotional needs of students within the classroom and school setting.

Method of Evaluation

Assess teachers' performance as measured using the CLASS assessment tool (Fall and Spring observation and consultation) under the emotional support domain.

• For professional development/training , assess teacher and staff member knowledge regarding specific materials being presented through use of a pre and post training survey.

• Student and family mental health will be evaluated through review and analysis of measures (CBCL scores, ECSII scores and treatment plan goal progress) over the course of services .

• Identified students will demonstrate growth on Teaching Strategies Gold Social Emotional objectives.

Exhibit B: Payment Terms

The payment terms are as follows: Fraser will invoice Minneapolis Public Schools monthly for payments equal to $8333.33 per month for services rendered under this contract.

Fraser shall be responsible for obtaining service authorizations from third party payers and billing for services if children and families qualify and choose to engage longer-term therapy services with Fraser.

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 Frontier Transportation Services LLC, "Contractor" (collectively "parties") to provide Type III Transportation for the District for 2022-2023 school year to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2023, 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 $1,500,000.00. 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:

Frontier Transportation Services LLC

Attn: Falmata Bedasso

Address: 1935 County Rd B2 W, Roseville MN 55113

Email: Fbedasso1@gmail.com

Fax: 651-412-5649

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: Sounitda (on behalf of COO) Saymongkhon
(Printed)

Title: _____

Date: _____

Frontier Transportation Services LLC

By: Falmata

Name: Falmata Bedasso
(Printed)

Title: Chief Executive Officer

Date: 05/27/2022

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

Vendor will coordinate with MPS Transportation Staff to lay out routes for students to be picked up and transported to and from their homes and schools for FY23

Service Outcome

Students will be picked up in a timely manner and transported safely to their respective schools

Method of Evaluation

MPS Staff will receive weekly reports regarding on time delivery of students, and customer service.

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.

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. 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).

C. 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).

D. 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).

E. 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.

F. 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.

G. 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.

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

I. 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 on the bus or using the Synovia Fleet Tracking system
- 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.

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

K. 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.

L. 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

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

M. 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.

N. 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

II. 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 (provided by the District).

11. 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.

12. 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.

13. 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***

III. Contractor/Dispatch Requirements

14. 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.

15. At the start of each day, *Contractor* must ensure that scheduled equipment for the day has functioning GPS, tablet, and radio equipment.

16. Assure that *Contractor driver* is trained to 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

17. In the event of bus breakdown, the Contractor will either have their driver relay to District dispatch who will be responding, or the Contractor will notify District directly.

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

IV. Reporting

A. 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.

B. 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 wheelchair), license plate number, fuel type and installed District radio serial number (if applicable)

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

D. Driving records must be checked and provided to **MPS Transportation** at least **two (2) times** during a school year; **September 15 and January 15.** The cost for record checks shall be the Contractor's responsibility.

E. 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.

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

G. The Contractor must have a drug and alcohol testing program as prescribed by the US Department of Transportation 49 CFR Part 382 *et seq.*

Personnel

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

2. 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.

3. 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

4. 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.

5. 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.

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

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.

V. MPS will Provide

A. DIRECT DISTRICT SUPERVISION

1. 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.

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

3. 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.

B. Training

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

VI. 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, when applicable, 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 $67.00 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 (listed below) per each route bus AND standby bus specified in Section VII. B; the cost of the installation shall be the responsibility of the Contractor. The cost of the cellular service will be included in the lease rate.

Mpls School Transportation Radio Installation Pricing,

- Installation of radio and radio antenna, $150.00,

- Installation in bus with existing power cord and antenna coax, $100.00,
- Removal of radio only (not coax), $75.00,
- Removal of radio and GPS (not antenna), $95.00,
- Travel charge per visit, $85.00,
- Shop supply, $9.00,

F. 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:

1. Be constructed of durable industrial grade materials
2. Record both video and audio
3. Record a minimum of 12 hours of video
4. 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.
5. Be capable of recording from multiple cameras without reducing the quality or time of recording.
6. Be activated by the school bus ignition switch (not driver operated).
7. Be designed for school bus operation.
8. Be certified for operation in extreme cold conditions.
9. Record in a format that is convertible or exportable to standard media, including DVD or flash drive.
10. 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.

VII. VEHICLES – BUSES AND TYPE IIIs

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** 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)

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's name and route number for the convenience of students, parents, and administrators.

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.

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.

INVOICING

A. 1. Invoices shall be sent Bi-weekly to dawn.schnickel@mpls.k12.mn.us. Reged, SPED and HHM costs need to be listed separately, either three different lines or three different invoices.

2. Backup information shall be sent at the time of the invoice and shall include daily route information, AM, Midday, PM, CSP's & Miles if applicable. Each day needs to be listed for verification purposes.

3. Returned routes will not be paid for by MPS therefore should not be included on the invoice.

4. Administration costs (per V-A-3) will be applied monthly.

5. Late fees will be accessed quarterly, allowing time to review and respond.

B. 1. An Invoice template will be sent in a separate document with the contract to be used as a guideline.

COVID-19 COMPLIANCESERVICE PROVIDER COMPLIANCE REQUIREMENTS

A. The Contractor agrees to comply with all State, City and MPS regulations as they pertain to COVID-19 related rules and regulation.

B. The Contractor agrees to comply with the following MPS COVID-19 protocols

1. Conduct pre & post cleaning of buses daily
2. Sanitize each bus between each run daily
3. Utilize MPS approved cleaning solution
4. Conduct verbal employee wellness checks daily

C. Each Contractor shall provide training on COVID related cleaning methods.

D. Contractor must immediately notify the Director of Transportation Services of any employee absences due to illness. Contractor must follow established procedures for reporting results.

FRONTIER TRANSPORTATION SERVICES

Contractor: Frontier Transportation Services, LLC

I. PRICE AND RATE SCHEDULE FOR STUDENT TRANSPORTATION SERVICES

SCHOOL YEAR(S) 2022-2023

1. **Special Education and Special Needs Services – In-District.** The cost for all special education and special needs routes, including open-enrolled home-to-school transportation services and after school runs, for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		Quantity	Cost Per Route-Day	Cost Per ½ Route-Day	Cost Per Hour#
Van or Type III	Yes	No	1	270	135	80
Bus Assistant/Aide#	N/A	N/A	1	130	65	30
Lift	Yes		1	295	147.5	90

billed in a quarter of an hour after the first hour.

2. **Special Education and Special Needs Services (Item 3 above):** $ 15 per one-quarter (1/4) hour for time in excess of the route times, four (4) "live route-day or two (2) "live" hours per ½ route-day, whichever is greater, computed on a contractor daily and not an individual bus basis.

3. **Special Education Services – Out-of-District.** The cost for special education and special needs routes shall be submitted for the days of school operation using the following unit costs.

Bus and Van Size	Lift?		QUANTITY	Cost Per Route-Day	Cost Per ½ Route-Day	Cost per Mile**	Cost Per Hour#
Type III	N/A	No	1	280	145	2.5	90
Bus Assistant/Aide#	N/A	N/A	1	75	75	1.75	40
Lift	yes	N/A	1	305	157.5	2.5	100

billed in a quarter of an hour after the first hour ** beyond 8 miles from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr

4. **Special Education and Special Needs Services (Item 5 above): $ 15 per one-quarter (1/4) hour for time in excess of the route times, four (4) "live" hours per route-day or two (2) "live" hours per ½ route-day, whichever is greater, computed on a contractor daily and not an individual bus basis.**

5. **Midday Special Education Services and Shuttles**. The cost for all midday SPED shuttle bus and van services, using the following unit costs:

Bus and Van Size	"Stand-alone" Service		Continuous Service with AM/PM ##
	Cost Per 1st Hour	Cost Per Add'l Hour#	
Type III	60	12.5	195
Bus Assistant/Aide#	30	N/A	N/A
Lift	90	12.5	237.5

billed in a quarter of an hour after the first-hour # reference to Items 3 – 6

6. **Midday, Vocational and Other Transportation Services and Shuttles.** The cost for all midday or shuttle services, vocational education services, and ALC routes, using the following unit costs:

Bus and Van Size	"Stand-alone" Service		Continuous Service with AM/PM ##
	Cost Per 1st Hour	Cost Per Add'l Hour#	
Type III	60	12.5	195

billed in a quarter of an hour after the first-hour ## reference to Items 1 & 2

7. **Special Needs Services for Highly Mobile and Students with Special Needs NOT INCLUDING SPED – Out-of-District.** The cost for special needs routes, shall be submitted for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		Cost Per Hour#	Cost Per Mile**	Cost Per Day
Type III	Yes	No	90	2.5	280
Bus Assistant/Aide#	N/A	N/A	40	1.75	140
Lift	N/A	N/A	100	2.5	305

billed in a quarter of an hour after the first hour based on the terminal to terminal time

** beyond 8 miles from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr

8. **Summer School Transportation Services**. The cost for all summer school regular, HHM or SPED bus and Type III van services, other than charters, using the following unit costs:

Bus and Van Size	Cost Per Hour	Cost Per Day	Cost Per ½ Day
Type III	65	250	125

Option: The rates for other transportation services can be quoted as a % of the rates for regular "to & from" transportation services. _____% of regular and SPED transportation rates in items 1 through 6 above.

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 2022-2023 SY to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2023, 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:

Great Lake Transportation

Attn: Basteya Farah

Address: 2277 Hwy 36 West #306 Roseville MN 55113

Email: greatlakeke@gmail.com / mothersloverchildcaremke@gmail.com

Fax: _____

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: Sounitda (on behalf of COO) Saymongkhon
(Printed)

Title: _____

Date: _____

Great Lake Transportation

By: Bosteya Farah

Name: Bosteya Farah
(Printed)

Title: OWNer / CEO

Date: 05/27/2022

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

Provide on time Transportation service for MPS students throughout the district to various schools.

Service Outcome

Efficient and on time delivery of students to school and home.

Method of Evaluation

Monthly meetings for evaluations, penalties apply if applicable. Vendor will also be held accountable by language agreed to in the Exhibit sections 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.

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. 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).

C. 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).

D. 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).

E. 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.

F. 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.

G. 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.

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

I. 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 on the bus or using the Synovia Fleet Tracking system
- 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.

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

K. 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.

L. 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

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

M. 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.

N. 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

II. 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 (provided by the District).

11. 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.

12. 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.

13. 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***

III. Contractor/Dispatch Requirements

14. 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.

15. At the start of each day, *Contractor* must ensure that scheduled equipment for the day has functioning GPS, tablet, and radio equipment.

16. Assure that *Contractor driver* is trained to 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

17. In the event of bus breakdown, the Contractor will either have their driver relay to District dispatch who will be responding, or the Contractor will notify District directly.

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

IV. Reporting

A. 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.

B. 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)

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

D. Driving records must be checked and provided to **MPS Transportation** at least **two (2) times** during a school year; **September 15 and January 15.** The cost for record checks shall be the Contractor's responsibility.

E. 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.

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

G. The Contractor must have a drug and alcohol testing program as prescribed by the US Department of Transportation 49 CFR Part 382 *et seq.*

Personnel

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

2. 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.

3. 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

4. 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.

5. 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.

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

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.

V. MPS will Provide

A. DIRECT DISTRICT SUPERVISION

1. 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.

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

3. 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.

B. Training

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

VI. 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, when applicable, 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 $67.00 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 (listed below) per each route bus AND standby bus specified in Section VII. B; the cost of the installation shall be the responsibility of the Contractor. The cost of the cellular service will be included in the lease rate.

Mpls School Transportation Radio Installation Pricing,

- Installation of radio and radio antenna, $150.00,

- Installation in bus with existing power cord and antenna coax, $100.00,
- Removal of radio only (not coax), $75.00,
- Removal of radio and GPS (not antenna), $95.00,
- Travel charge per visit, $85.00,
- Shop supply, $9.00,

F. 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:

1. Be constructed of durable industrial grade materials
2. Record both video and audio
3. Record a minimum of 12 hours of video
4. 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.
5. Be capable of recording from multiple cameras without reducing the quality or time of recording.
6. Be activated by the school bus ignition switch (not driver operated).
7. Be designed for school bus operation.
8. Be certified for operation in extreme cold conditions.
9. Record in a format that is convertible or exportable to standard media, including DVD or flash drive.
10. 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.

VII. VEHICLES – BUSES AND TYPE IIIs

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** 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)

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's name and route number for the convenience of students, parents, and administrators.

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.

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.

INVOICING

A. 1. Invoices shall be sent Bi-weekly to dawn.schnickel@mpls.k12.mn.us. Reged, SPED and HHM costs need to be listed separately, either three different lines or three different invoices.

2. Backup information shall be sent at the time of the invoice and shall include daily route information, AM, Midday, PM, CSP's & Miles if applicable. Each day needs to be listed for verification purposes.

3. Returned routes will not be paid for by MPS therefore should not be included on the invoice.

4. Administration costs (per V-A-3) will be applied monthly.

5. Late fees will be accessed quarterly, allowing time to review and respond.

B. 1. An Invoice template will be sent in a separate document with the contract to be used as a guideline.

COVID-19 COMPLIANCESERVICE PROVIDER COMPLIANCE REQUIREMENTS

A. The Contractor agrees to comply with all State, City and MPS regulations as they pertain to COVID-19 related rules and regulation.

B. The Contractor agrees to comply with the following MPS COVID-19 protocols

1. Conduct pre & post cleaning of buses daily
2. Sanitize each bus between each run daily
3. Utilize MPS approved cleaning solution
4. Conduct verbal employee wellness checks daily

C. Each Contractor shall provide training on COVID related cleaning methods.

D. Contractor must immediately notify the Director of Transportation Services of any employee absences due to illness. Contractor must follow established procedures for reporting results.

Great Lake

Contractor: **Appendix E**
Great Lake Transportation LLC

I. PRICE AND RATE SCHEDULE FOR STUDENT TRANSPORTATION SERVICES

SCHOOL YEAR(S) 2022-2023

1. **Special Education and Special Needs Services – In-District.** The cost for all special education and special needs routes, including open-enrolled home-to-school transportation services and after school runs, for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		QUANTITY	Cost Per Route-Day	Cost Per ½ Route-Day	Cost Per Hour#
Van or Type III	Yes	No		Minimum		After 4 hours
		√	22	$315/4 hrs	N/A	$45
Bus Assistant/Aide#		√				$20
Lift		√				

billed in quarter of an hour after the first hour

2. **Special Education and Special Needs Services (Item 3 above):**
$ 15 per one-quarter (1/4) hour for time in excess of the route times, four (4) "live" hours per route-day or two (2) "live" hours per ½ route-day, whichever is greater, computed on a contractor daily and not an individual bus basis.

3. **Special Education Services – Out-of-District.** The cost for special education and special needs routes, shall be submitted for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		QUANTITY	Cost Per Route-Day	Cost Per ½ Route-Day	Cost per Mile**	Cost Per Hour#
Type III		√	22	$315/4 hrs	N/A	$3	$45
Bus Assistant/Aide#							$20
Lift		√					

billed in quarter of an hour after the first hour
** beyond 8 miles from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr

4. **Special Education and Special Needs Services (Item 5 above):**
$ 15 per one-quarter (1/4) hour for time in excess of the route times, four (4) "live" hours per route-day or two (2) "live" hours per ½ route-day. whichever is greater, computed on a contractor daily and not an individual bus basis.

Minneapolis Public Schools
1250 W. Broadway Ave
Minneapolis, MN 55411
RFX@mpls.k12.mn.us

5. **Midday Special Education Services and Shuttles.** The cost for all midday SPED shuttle bus and van services, using the following unit costs:

Bus and Van Size	"Stand-alone" Service		Continuous Service with AM/PM ##
	Cost Per 1st Hour	Cost Per Add'l Hour#	
Type III	$65	$45	160
Bus Assistant/Aide#	$25	$20	120
Lift			

billed in quarter of an hour after the first hour ## reference to Items 3 - 6

6. **Midday, Vocational and Other Transportation Services and Shuttles.** The cost for all midday or shuttle services, vocational education services, and ALC routes, using the following unit costs:

Bus and Van Size	"Stand-alone" Service		Continuous Service with AM/PM ##
	Cost Per 1st Hour	Cost Per Add'l Hour#	
Type III	$65	$45	$316

billed in quarter of an hour after the first hour ## reference to Items 1 & 2

7. **Special Needs Services for Highly Mobile and Students with Special Needs NOT INCLUDING SPED – Out-of-District.** The cost for special needs routes, shall be submitted for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		Cost Per Hour#	Cost Per Mile**	Cost Per Day
Type III	Yes	No	$45	$3	$315
Bus Assistant/Aide#			$25	N/A	$120
Lift					

billed in quarter of an hour after the first hour based on terminal to terminal time
** beyond 8 miles from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr

Minneapolis Public Schools
1250 W. Broadway Ave
Minneapolis, MN 55411
RFX@mpls.k12.mn.us

8. **Summer School Transportation Services.** The cost for all summer school regular, HHM or SPED bus and Type III van services, other than charters, using the following unit costs:

Bus and Van Size	Cost Per Hour	Cost Per Day	Cost Per ½ Day
	After 4 hours	Minimum	
Type III	$45/hr	$315/4 hrs	$157.50

Option: The rates for other transportation services can be quoted as a % of the rates for regular "to & from" transportation services. _____ % of regular and SPED transportation rates in items 1 through 6 above.

Minneapolis Public Schools
1250 W. Broadway Ave
Minneapolis, MN 55411
RFX@mpls.k12.mn.us

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 Inc. "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, 2022 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/delivery of goods 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/Vendor under this Contract, including compensation for goods, and/or services, and reimbursable expenses (if applicable), shall not exceed $1,169,445.00. Contractor/Vendor 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.

4 INSPECTION OF GOODS & REJECTION

4.1 Buyer is entitled to inspect the Goods upon delivery. If the Goods are unacceptable for any reason, Buyer must reject them at the time of delivery up to ten (10) business days from the date of delivery. If Buyer has not rejected the Goods within ten (10) business days from the date of delivery, Buyer shall have waived any right to reject that specific delivery of Goods.

4.2 In the event Buyer rejects the Goods, Buyer shall allow Seller a reasonable time to cure the deficiency. A reasonable time period shall be determined by industry standards for the Goods, as well as the Seller and Buyer.

5 RISK OF LOSS

5.1 Risk of loss will be on the Seller until the time when the Buyer accepts delivery. Seller shall maintain any and all necessary insurance in order to insure the Goods against loss at Seller's own expense.

6 TITLE

6.1 Title to the Goods will remain with the Seller until Buyer accepts delivery.

7 FORCE MAJEURE

7.1 Non-delivery or default of this Agreement due to labor disputes, transportation shortage, delay or shortage of materials to produce the Goods, fires, accidents, Acts of God, or any other causes outside of Seller's control shall be notified to Buyer immediately upon realization that it will not be able to deliver the Goods as promised. Either Party may terminate this Agreement upon such notice.

8 GENERAL TERMS AND CONDITIONS

8.1 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.

9 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

9.1 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.

10 DATA PRIVACY

10.1 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.

11 USE OF DISTRICT NAME OR LOGO

11.1 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.

12 INDEPENDENT CONTRACTOR

12.1 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.

12.2 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.

13 WORKER HEALTH, SAFETY AND TRAINING

13.1 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.

14 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

14.1 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.

15 INSURANCE

15.1 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.

15.2 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.

15.3 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.

16 INDEMNIFICATION

16.1 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.

17 LIMITATION ON LIABILTY

17.1 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.

18 CONFLICT OF INTEREST/CODE OF ETHICS

18.1 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.

19 COMPLIANCE WITH LAWS AND DEBARMENT

19.1 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.

20 TERMINATION

20.1 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.

20.2 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.

20.3 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.

21 RETURN OF DATA

21.1 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.

22 RECORDS MANAGEMENT AND MAINTENANCE

22.1 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.

23 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 / Tim Johnson
Address: 274 Apollo Drive, Lino Lakes, MN 55014
Phone: 605-254-7087
Email: TJohnson@Hillyard.com

ACKNOWLEDGMENT

23.1 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.

23.2 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.

24 NON-WAIVER

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

25 ASSIGNMENT

25.1 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.

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

26.1 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.

27 WARRANTY

27.1 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.

28 SEVERABILITY

28.1 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.

29 SURVIVABILITY

29.1 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:
(Printed)

Title:

Date: _____

CONTRACTOR NAME

Signature: Tim Johnson

Name: Tim Johnson
(Printed)

Title: Regional Sales Director

Date: May 20, 2022

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.

[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 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, 2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30 2023, 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.

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.

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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.

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.

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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 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

Edie French
President/CEO
Phone: 612.789.3500
Address: Click or tap here to enter text. 2355 Harding Street NE, MPLS. MN 55418
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: Evette Porter

(Printed)

Title: Senior Officer Communications, Engagement & External Relations

Date: _____

CONTRACTOR NAME

Signature: Edith K. French

Name: Edie French
(Printed)

Title: President/CEO

Date: 5/9/2022

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.]

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 Indianhead Foodservice Dist. Inc., "Contractor" (collectively "parties") to provide Prime food vendor for for Culinary and Wellness Services to D-Ops-Culinary and Nutrition Services.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2023, 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 $5,500,000.00. 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-Culinary and Nutrition Services
Attn: Bertrand Weber
1250 W Broadway
Minneapolis, MN 55411
Email: Bertrand.Weber@mpls.k12.mn.us
Fax:

Indianhead Foodservice Dist. Inc.

Attn: Jim Kacvinsky

Address: PO Box 1506 Eau Claire WI 54702

Email: JKacvinsky@callfd.com

Fax: 715-834-3723

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-Culinary and Nutrition Services
Attn: Josiah Nebo
1250 W Broadway
Minneapolis, MN 55411
Email: Josiah.Nebo@mpls.k12.mn.us
Fax:

Indianhead Foodservice Dist. Inc.

Attn: Jim Kacvinsky

Address: PO Box 1506 Eau Claire, WI 54702

Email: JKacvinsky@callfd.com

Fax: 715-834-3723

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: Jennifer (on behalf of BOE) Lindquist (on behalf of BOE)
(Printed)

Title: _____

Date: _____

Indianhead Foodservice Dist. Inc.

By: Jim Kacvinsky

Name: Jim Kacvinsky
(Printed)

Title: Vice President

Date: 6/6/2022

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

Indianhead Food Distributors will provide food and supplies for CWS for Fiscal year 22-23. They will act as our main line distributor.

Service Outcome

Vendor will provide food and supplies for fiscal year 22-23 at a 98% fill rate

Method of Evaluation

Deliveries fill rate

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.

FIRST AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOL DISTRICT NO. 1 AND INDROTEC

This Amendment ("Amendment") to the Contract between Special School District No. 1 and Indrotec, dated May 25, 2022 ("Contract") is made and entered into by and between Special School District No. 1 ("District") and Indrotec ("Contractor") (collectively "parties").

WHEREAS, Special School District No. 1, a special a school district created and existing under Minnesota law ("District") and Indrotec ("Contractor") entered into a contract titled Contract for services for a period between 8/1/2021 through 6/30/2022 ("Contract"), and

WHEREAS, the Parties now desire to amend the contract;

NOW THEREFORE IT IS HEREBY AGREED by the Parties to amend the Contract as follows:

> Section 3.1 of the Contract shall be amended to read: District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed $430,000.00. 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

By: _____

Name: _____

Title: _____

Date: _____

Indrotec

By: _____

Name: David Hackler

Title: President

Date: 6/16/2022

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 Indrotec, "Contractor" (collectively "parties") to provide Serve as a primary vendor to supply temporary Food Services Assistant employees for the start of the school year to D-Ops-Culinary and Nutrition Services.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2023, 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-Culinary and Nutrition Services
Attn: Karen DeVet
1250 W Broadway
Minneapolis, MN 55411
Email: Karen.DeVet@mpls.k12.mn.us
Fax:

Indrotec

Attn: Dave Hackler

Address: 2335 Hwy 36, Roseville, 55113

Email: dave.hackler@mydolphingroup.com

Fax: _____

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: Jennifer (on behalf of BOE) Lindquist (on behalf of BOE)
(Printed)

Title: _____

Date: _____

Indrotec

By: _____

Name: David Hackler
(Printed)

Title: President

Date: 6/6/2022

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

Given the tight labor market and approximately 85 vacancies in the Culinary and Wellness Services department heading into the school year, CWS will contract with Indrotect as a primary vendor to supply temporary Food Services Assistant employees for the start of the school year.

Service Outcome

Provide temporary food service assistant employees to the department

Method of Evaluation

Weather or not vendor provide temporary food service assistant employees to the department

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 Indrotec "Contractor" (collectively "parties") to provide Temporary Staffing to Plant Operations.

TERM OF CONTRACT

1.1 This Contract is effective on 07/01/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2023, 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.

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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.

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3.1 ***Total Obligation***

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

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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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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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7.1 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.

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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.

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

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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.

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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: Plant Operations
Attn: Douglas Hill
1250 W Broadway
Minneapolis, MN 55411
Email: Douglas.Hill@mpls.k12.mn.us

CONTRACTOR

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: _____

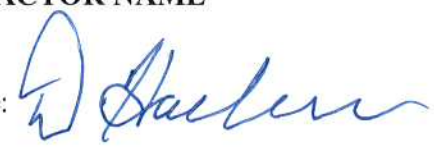
Name:

(Printed)

Title:

Date: _____

CONTRACTOR NAME

Signature: 

Name: David Hackler
(Printed)

Title: Vice President of Indrotec

Date: 5/16/2022

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:

Facility Services Work = 50% Mark-up First Shift $16.23/Hour Pay = $24.35/Hour Bill
Second Shift $16.83/Hour Pay = $25.25/Hour Bill
If MPS chooses to hire an Indrotec employee, they must reimburse Indrotec as stated in the pricing structure: Direct Hire, Less than 40 hours = 20% of annual salary, 40-240 hours worked at 15% of annual salary 241-480 hours worked = 10% of annual salary, Over 480 hours worked = No Charge. Definition of Annual Salary = Employee's current hourly wage, multiplied by 2080 hours.

[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, 2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30,2023, 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.

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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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18.1 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

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.

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: Evette Porter

(Printed)

Title: Senior Officer of Communications, Engagement, and External Relations

Date: _____

CONTRACTOR NAME

Signature: Ingrid Christensen

Name: Ingrid Christensen
(Printed)

Title: President

Date: 12 May, 2022

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.]

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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 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 August 4, 2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2023, 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***

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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

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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.

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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. 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

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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 $1,500,000 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

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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 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

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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

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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.

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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.

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

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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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DocuSign Envelope ID: 1E86F794-8588-4E5D-9E2E-9BA72149AC73

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Evette Porter

(Printed)

Title: Senior Officer Communications, Engagement & External Relations

Date: _____

CONTRACTOR NAME Language Line Services, Inc.

Signature: DocuSigned by: Bonaventura A. Cavaliere 376092BB958A4BB...

Name: Bonaventura- A. Cavaliere
(Printed)

Title: Chief Financial Officer

Date: May 27, 2022

DocuSign Envelope ID: 1E86F794-8588-4E5D-9E2E-9BA72149AC73

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.

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EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Payment will be issue upon completion.

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MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

Capital Planning, Construction & Maintenance Department

Consultant/Architect Contract Change Order Cover Sheet

Project Information

Consultant/Architect	LSE	Date	5/26/2022
Project Name	North High School CTE Project	Project No.	21NORTCTE
Contract Approval Date:	2/10/2021	MAS #	12953

Summary

Original Contract Amount	$ 491,143.40	Date of Substantial Completion	NA
Board Authorized Amount	$ 3,549,413.40	Most recent Board Approval Date	8/13/2021

Summary of Previous Change Orders

Change Order #1	$ 3,058,270.00	change for construction cost estimate
Change Order #2		
Change Order #3		
Change Order #4		
Change Order #5		
Change Order #6		
Change Order #7		
TOTAL OF PREVIOUS CHANGE ORDERS	$ 3,058,270.00	

AMOUNT OF THIS CHANGE ORDER #	**2**	**$ 1,124,391.99**
TOTAL CHANGE ORDERS TO DATE		**$ 4,182,661.99**
REVISED CONTRACT AMOUNT		**$ 4,673,805.39**
REVISED DATE OF SUBSTANTIAL COMPLETION		NA
DATE OF BOARD ACTION		6/14/2022

Reviewed By: _____ Date: _____
Manager of Planning & Construction

Approved By: _____ Date: 5/26/2022
Executive Director, CPCM

Approved By: Karen A. Diekev Date: 5/31/2022
SOO

Approved By: _____ Date: _____
SFO

AIA® Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
North High School
Special School District No. 1
1500 James Avenue
Minneapolis, MN 55411

AGREEMENT INFORMATION:
Date: January 28, 2021

AMENDMENT INFORMATION:
Amendment Number: 2

Date: May 13, 2022

OWNER: *(name and address)*
Minneapolis Public Schools
SSD 1
1250 West Broadway Avenue
Minneapolis, MN 55411

ARCHITECT: *(name and address)*
LSE Architects, Inc.
100 Portland Avenue, Suite 100
Minneapolis, MN 55401

The Owner and Architect amend the Agreement as follows:
Architectural, Civil, Structural, Mechanical, Electrical and Plumbing engineering and architecture for the renovation and addition to North High School and the North CTE center, Phases 1 through 3. The project will be a multi-phased construction project over several years. The adjustment in fee is for design services based on a construction budget of $69,241,428.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Based on the percentage of the construction budget based on the agreement of 6.75% for design fees, the total fee will be $4,673,796.39. This fee adjustment includes multiple phase schematic design, final design, bidding support and interface with the Construction Manager as Advisor, Kraus-Andersen.The fee does not include the estimated expenses. The amendment is based on the current constract value of $3,549,404.40. This change in compenation is an increase of $1,124,391.99

Schedule Adjustment:
The following milestones will adjust the schedule.

Project Phase	Duration	Completion Date
Contract Amendment		6/14/2022
Documents	16 weeks	5/27/2022
Bidding Phase	4 weeks	6/24/2022
Construction Contract Approval		8/9/2022

SIGNATURES:

LSE Architects, Inc	Minneapolis Public Schools
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**
Quintin J. Scott, President	
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
05/26/2022	
DATE	**DATE**

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User Notes: (3B9ADA58)

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 Learning In style "Contractor" (collectively "parties") to provide adult education and English language services to the significant adult immigrant population, English language learners (level 0-6), and native speakers without a secondary credential. Results are measured by the provider through attendance and test scores to Community Education, Center for Adult Learning, and 800 West Broadway.

TERM OF CONTRACT

1.1 This Contract is effective on 07/01/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2023, 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 $155,171. 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: Community Education
Attn: Aviva Hillenbrand
1250 W Broadway
Minneapolis, MN 55411
Email: aviva.hillenbrand@mpls.k12.mn.us

CONTRACTOR

Martha Nemesi
Phone: 612-870-1815
Address: 2200 Nicollet Avenue Minneapolis MN
Email: mnemesi@lisschool.org

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: Dr. Aimee Fearing

(Printed)

Title: Senior Academic Officer

Date: _____

CONTRACTOR NAME

Signature: Martha Nemesi

Name: Martha Nemesi
(Printed)

Title: Director, Learning In Style School

Date: June 6, 2022

Exhibit A:

Deliverables:

Learning In Style provides adult education and English language services to the significant adult immigrant population, English language learners (level 0-6), and native speakers without a secondary credential. Services are provided year-round, through varying class schedules dependent on student needs. Results are measured by the contractor using a state approved student information database to record student attendance and test scores.

Consortium fund distribution is based on a current reimbursement rate of $7.84 multiplied by the number of contact hours. The federal fund distribution is based on a current reimbursement rate of $.74 an hour. The total fund distribution for this portion, $155,171 is an estimate only at this time.

Service Outcome:

Learning In Style ensures that all students have participated in the development of a Personal Education Plan that guides their work in Adult Basic Education and verifies their progress toward achieving their personal, educational and/or occupational goals; ensures that all students enrolled in all ABE activities are bryond the age of compulsory attendance and are not currently enrolled in any elementary or secondary school program.

Students are evaluated for every 40 hours compelted within a program, with the expectation that they would make level gains in the content area they are studying.

Method of Evaluation:

The contractor will use a state-approved information database to record and track student attendance and tests scores (CASAS and TABE). Testing schedules will vary by site but are given multiple times throughout the year. Students are given evaluations upon entering the program, and every 40 student contact hours therafter, in accordance with state Adult Basic Education guidelines. Consortium members are expected to submit an accurate program performance report no later than June 1 each year that presents required student participation and outcome information over the time period from May 1, 2022 through April 30, 2023 and in a format specified by MN Department of Education. Additionally, members are expectd to accurately code all ABE expenditures to the MPS UFARS report in a timely manner. If the ABE consortium member is not a school district, the member will submit fiscal year expenditure data to the MN department of Education on a form prescribed by MDE.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Reimbursements can be requested and processed twice a year or quarterly, depending on the vendors preference. Relevant documenation must be submitted with the funds request – payroll documents, invoices, packing slips, etc.

[The remainder of this page intentionally left blank.]

AMENDMENT#2 TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND LEGAL RIGHTS CENTER

This Amendment ("Amendment") to the Contract between Special School District No. 1 and Legal Rights Center dated 6/14/2022 ("Contract") is made and entered into by and between Special School District No.1 ("District") and Legal Rights Center ("Contractor") (collectively "parties').

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and Legal Rights Center ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2021 through 6/30/2026 ("Contract"), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400001071

1. *Amendment #1 contract amount:* 123,000
2. *Accumulative contract amount:* $173,000

NOW THEREFORE IT IS HEREBY AGREED by the Parties to amend the Contract as follows:

Section: Section 2: Exhibit A – Scope of Work and Section 3.1 Total Obligation

Description:
Exhibit A: As referenced in the original contract 4400001071 and the executed amendment #1 dated 2-9-2022

Section 3: District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $173,000 for FY23. 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.

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SPECIAL SCHOOL DISTRICT NO. 1

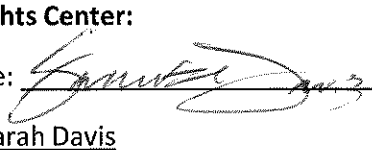
Signature: _____

Name: Sarah Hunter

Title: Executive Director, REAA

Date: _____

Legal Rights Center:

Signature: 

Name: Sarah Davis

Title: Executive Director

Date: 6/8/22

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 2022-2023 School Year to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2023, 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 $1,100,000.00. 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 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: Sounitda (on behalf of COO) Saymongkhon
(Printed)

Title: _____

Date: _____

Lorenz Bus Service Inc

By: _____

Name: Benjamin Canine
(Printed)

Title: COO

Date: 5/27/22

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

Provide on time and safe Bus service for MPS students throughout the district to various schools for 2022-2023 School Year.

Service Outcome

Provide on time bus service for MPS students to various schools within the district.

Method of Evaluation

Monthly meetings for evaluations, penalties apply if applicable. Vendor will also be accountable by language agreed in the exhibit sections 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.

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. 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).

C. 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).

D. 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).

E. 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.

F. 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.

G. 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.

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

I. 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 on the bus or using the Synovia Fleet Tracking system
- 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.

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

K. 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.

L. 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

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

M. 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.

N. 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

II. 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 (provided by the District).

11. 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.

12. 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.

13. 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***

III. Contractor/Dispatch Requirements

14. 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.

15. At the start of each day, *Contractor* must ensure that scheduled equipment for the day has functioning GPS, tablet, and radio equipment.

16. Assure that *Contractor driver* is trained to 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

17. In the event of bus breakdown, the Contractor will either have their driver relay to District dispatch who will be responding, or the Contractor will notify District directly.

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

IV. Reporting

A. 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.

B. 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 wheelchair), license plate number, fuel type and installed District radio serial number (if applicable)

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

D. Driving records must be checked and provided to **MPS Transportation** at least **two (2) times** during a school year; **September 15 and January 15.** The cost for record checks shall be the Contractor's responsibility.

E. 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.

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

G. The Contractor must have a drug and alcohol testing program as prescribed by the US Department of Transportation 49 CFR Part 382 *et seq.*

Personnel

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

2. 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.

3. 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

4. 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.

5. 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.

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

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.

V. MPS will Provide

A. DIRECT DISTRICT SUPERVISION

1. 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.

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

3. 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.

B. Training

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

VI. 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, when applicable, 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 $67.00 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 (listed below) per each route bus AND standby bus specified in Section VII. B; the cost of the installation shall be the responsibility of the Contractor. The cost of the cellular service will be included in the lease rate.

Mpls School Transportation Radio Installation Pricing,

- Installation of radio and radio antenna, $150.00,

- Installation in bus with existing power cord and antenna coax, $100.00,
- Removal of radio only (not coax), $75.00,
- Removal of radio and GPS (not antenna), $95.00,
- Travel charge per visit, $85.00,
- Shop supply, $9.00,

F. 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:

1. Be constructed of durable industrial grade materials
2. Record both video and audio
3. Record a minimum of 12 hours of video
4. 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.
5. Be capable of recording from multiple cameras without reducing the quality or time of recording.
6. Be activated by the school bus ignition switch (not driver operated).
7. Be designed for school bus operation.
8. Be certified for operation in extreme cold conditions.
9. Record in a format that is convertible or exportable to standard media, including DVD or flash drive.
10. 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.

VII. VEHICLES – BUSES AND TYPE IIIs

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** 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)

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's name and route number for the convenience of students, parents, and administrators.

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.

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.

INVOICING

A. 1. Invoices shall be sent Bi-weekly to dawn.schnickel@mpls.k12.mn.us. Reged, SPED and HHM costs need to be listed separately, either three different lines or three different invoices.

2. Backup information shall be sent at the time of the invoice and shall include daily route information, AM, Midday, PM, CSP's & Miles if applicable. Each day needs to be listed for verification purposes.

3. Returned routes will not be paid for by MPS therefore should not be included on the invoice.

4. Administration costs (per V-A-3) will be applied monthly.

5. Late fees will be accessed quarterly, allowing time to review and respond.

B. 1. An Invoice template will be sent in a separate document with the contract to be used as a guideline.

COVID-19 COMPLIANCESERVICE PROVIDER COMPLIANCE REQUIREMENTS

A. The Contractor agrees to comply with all State, City and MPS regulations as they pertain to COVID-19 related rules and regulation.

B. The Contractor agrees to comply with the following MPS COVID-19 protocols

1. Conduct pre & post cleaning of buses daily
2. Sanitize each bus between each run daily
3. Utilize MPS approved cleaning solution
4. Conduct verbal employee wellness checks daily

C. Each Contractor shall provide training on COVID related cleaning methods.

D. Contractor must immediately notify the Director of Transportation Services of any employee absences due to illness. Contractor must follow established procedures for reporting results.

COST QUOTES FOR STUDENT TRANSPORTATION SERVICES

The cost quotes for each year of the term shall be submitted based on a maximum of 175 days of school operation.

1. **Regular "To and From" Routes.** The cost for all regular "to and from" A.M. and P.M. routes, including open-enrolled home-to-school transportation and after school runs, for the days of school operation, using the following unit costs:

Bus Size	Cost Per Route-Day	Cost Per ½ Route-Day	QUANTITY QUOTED
71-77 Passenger Bus	$ 498.22	$ 348.75	tbd
>71 Passenger Bus	$ 498.22	$ 348.75	tbd

2. **Rates for Excess Mileage and Time – Regular "To and From" Routes (Item 1 above):**

   $ 19.75 per one-quarter (1/4) hour for time in excess of the route times, four (4) "live" hours per day or two (2) "live" hours per ½ day, whichever is greater, computed on an individual bus basis.

3. **Special Education and Special Needs Services – In-District.** The cost for all special education and special needs routes, including open-enrolled home-to-school transportation services and after school runs, shall be submitted for the days of school operation using one or more of the following unit costs:

Bus and Van Size	Lift?		Cost Per Hour	Cost Per Route-Day	Cost Per ½ Route-Day	QUANTITY QUOTED
Class C or D Bus	Yes	No	NB	$ 498.22	$ 348.75	tbd
Class A or B Bus	Yes	No	NB	$ 498.22	$ 348.75	tbd
Van or Type III	Yes	No	NB	$ 433.21	$ 303.24	tbd
Bus Assistant/Aide			$ 49.61	XXXX	XXXX	tbd
Lift			XXXX	$ 26.02	$ 18.21	tbd

4. **Rates for Excess Mileage and Time – Special Needs Services (Item 3 above and item 5 below):**

$ 19.75 per one-quarter (1/4) hour for time in excess of the route times, four (4) "live" hours per day or two (2) "live" hours per ½ day, whichever is greater, computed on an individual bus basis.

5. **Special Education Services – Out-of-District.** The cost for special education and special needs routes, shall be submitted for the days of school operation using one or more of the following unit costs:

Bus and Van Size	Lift?		Cost Per Hour	Cost Per Mile	Cost Per Route-Day	Cost Per ½ Route-Day	QUANTITY QUOTED
Class C or D Bus	Yes	No	NB	XXXX	$ 498.22	$ 348.75	tbd
Class A or B Bus	Yes	No	NB	XXXX	$ 498.22	$ 348.75	tbd
Van or Type III	Yes	No	NB	XXXX	$ 433.21	$ 303.24	tbd
Bus Assistant/Aide			$ 49.61	XXXX	XXXX	XXXX	tbd
Lift			XXXX	XXXX	$ 26.02	$ 18.21	tbd

6. **Midday Special Education Services and Shuttles**. The cost for all midday SPED shuttle bus and van services, using one or more of the following unit costs:

Bus and Van Size	Stand Alone Cost per 1st Hour	Cost per Add'l Hour#	Continuous Service with AM/PM##
Class C or D Bus	$ 85.13	$ 59.59	$ 59.59
Class A or B Bus	$ 85.13	$ 59.59	$ 59.59
Van or Type III	$ 71.71	$ 59.59	$ 59.59
Bus Assistant/Aide	$ 49.61	XXXX	XXXX
Lift	XXXX	XXXX	XXXX

billed in quarter of an hour after the first hour

reference to items 1, 3 & 5

7. **Midday, Vocational and Other Transportation Services and Shuttles**. The cost for all midday or shuttle services, vocational education services, and ALC routes, using one or more of the following unit costs:

Bus and Van Size	Stand Alone Cost per 1st Hour	Cost per Add'l Hour#	Continuous Service with AM/PM##
Class C or D Bus	$ 85.13	$ 59.59	$ 59.59
Class A or B Bus	$ 85.13	$ 59.59	$ 59.59
Van or Type III	$ 71.71	$ 59.59	$ 59.59
Bus Assistant/Aide	$ 49.61	XXXX	XXXX
Lift	XXXX	XXXX	XXXX

billed in quarter of an hour after the first hour

reference to items 1, 3 & 5

8. **Special Needs Services for Highly Mobile and Students with Special Needs Not INCLUDING SPED – Out-of-District.** The cost for special needs routes, shall be submitted for the days of school operation using one or more of the following unit costs:

Bus & Van Size	Cost per hour#	Cost per Add'l Hour	Cost per Mile **	Cost per Day
Class A or B	$ 81.78	XXXX	XXXX	XXXX
Van or Type III	$ 72.82	XXXX	XXXX	XXXX
Lift	XXXX	XXXX	XXXX	$ 26.02
Bus Assistant/Aide#	$ 49.61	XXXX	XXXX	XXXX

billed in quarter of an hour after the first hour based on terminal to terminal time

** beyond 8 miles from the Transportation Center

9. **After School Transportation Services**. The cost for after school regular or SPED bus services, not including charters, and separate from and not routed with after school services identified in either Item 1 or 2 above, using one or more of the following unit costs:

"Stand-alone" Service

Bus and Van Size	Cost Per 1st Hour	Cost Per Add'l Hour#	Continuous Service with AM/PM##
Class C or D Bus	$ 85.13	$ 59.59	$ 59.59
Class A or B Bus	$ 85.13	$ 59.59	$ 59.59
Van or Type III	$ 71.71	$ 59.59	$ 59.59

10. **Summer School Transportation Services**. The cost for all summer school regular or SPED bus and Type III van services, other than charters, using one or more of the following unit costs:

Bus and Van Size	Cost Per Hour	Cost Per Day	Cost Per ½ Day
Class C or D Bus			
Class A or B Bus			
Van or Type III			

Option: The rates for other transportation services can be quoted as a % of the rates for regular "to & from" transportation services. 100% of regular and SPED transportation rates in items 1, 3 and 5 above.

[continued on next page]

11. **Charters: Extra-curricular and Athletic Trips; Activity and Field Trips. Trip charge for extra-curricular and** athletic trips and school activity and field trips, along with waiting time at the destination, using one or more of the following unit costs: Trip charge outside the school district boundaries.

	Cost per Trip (min)	Cost per Mile	Cost per Hour#	Cost per Wait Hour
a. Trips within an 8 mile radius from the Transportation Center	2 hour base			
i. Class C/D Bus	$171.94	XXXX	$85.97	XXXX
ii. Class A/B Mini bus	$171.94	XXXX	$85.97	XXXX
iii. Type III van	XXXX	XXXX	XXXX	XXXX
iv. Drop & Go with Return	Same trip / same as above in section 12 a.			
v. Drop & Go; no Return	Same as above in section 12.a; trip min @ 70%			
b. Trips beyond an 8 mile radius from the Transportation Center	3 hour base	Miles > 16 rd trip		
i. Class C/D Bus	$ 257.91	XXXX	$85.97	$ 33.53
ii. Class A/B Mini bus	$ 257.91	XXXX	$85.97	$ 33.53
iii. Type III van	XXXX	XXXX	XXXX	XXXX
iv. Coach bus	negotiate			
c. Trailer	XXXX	XXXX	XXXX	$90.00

billed in quarters of an hour after the first hour

Labor cost for overnight trips $ 31.28 per hour; $ 249.99 per day max.

Overnight driver expenses $ tbd per 24 hour day.

d. Non-peak Rate Discount: non-peak (8:30 am - 2:15pm & after 4:30pm) trip charge discount from regular rates in this item: 0%

12. Fuel Escalation Clause

The parties acknowledge that the District is working on a fuel-surcharge provision that will include in all contracts with its Contractors. The above prices contemplate the cost of fuel at $ 3.25 per gallon. If the District's fuel-surcharge provision changes that assumption, then the parties agree the price may change as well.

13. Mileage surcharge

A surcharge of $ 3.97 per mile will be added to the invoice each month. For each to-and-from route assigned to Lorenz, the mileage will be measured from the first and last stop to Lorenz and from the first and last school to Lorenz in both the AM and PM.

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 07/01/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2023, 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.

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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.

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.

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: John Mercer

Address: 1201 Brannan Dr. Troy, OH 45373

Email: John.Mercer@Mansfield.Energy

Fax: _____

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: Sounitda (on behalf of COO) Saymongkhon
(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 2022-2023 school year to D-Ops-Transportation

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2023, 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.

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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.

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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 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: HESLON KAGARUKI

Address: 8818 N BROOK AVE N, BROOKLYN PARK, MN 55428

Email: H.KAGARUKI@MELSATRANSPORTATION.COM

Fax: 612 454 4176

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: Sounitda (on behalf of COO) Saymongkhon
(Printed)

Title: _____

Date: _____

Meisa Transportation

By: [signature]

Name: HESLON KAGARUKI
(Printed)

Title: Chief Manager

Date: 05/26/2022

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 2022-2023 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.

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. 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).

C. 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).

D. 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).

E. 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.

F. 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.

G. 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.

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

I. 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 on the bus or using the Synovia Fleet Tracking system
- 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.

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

K. 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.

L. 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

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

M. 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.

N. 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

II. 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 (provided by the District).

11. 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.

12. 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.

13. 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***

III. Contractor/Dispatch Requirements

14. 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.

15. At the start of each day, *Contractor* must ensure that scheduled equipment for the day has functioning GPS, tablet, and radio equipment.

16. Assure that *Contractor driver* is trained to 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

17. In the event of bus breakdown, the Contractor will either have their driver relay to District dispatch who will be responding, or the Contractor will notify District directly.

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

IV. Reporting

A. 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.

B. 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)

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

D. Driving records must be checked and provided to **MPS Transportation** at least **two (2) times** during a school year; **September 15 and January 15.** The cost for record checks shall be the Contractor's responsibility.

E. 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.

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

G. The Contractor must have a drug and alcohol testing program as prescribed by the US Department of Transportation 49 CFR Part 382 *et seq.*

Personnel

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

2. 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.

3. 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

4. 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.

5. 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.

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

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.

V. MPS will Provide

A. DIRECT DISTRICT SUPERVISION

1. 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.

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

3. 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.

B. Training

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

VI. 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, when applicable, 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 $67.00 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 (listed below) per each route bus AND standby bus specified in Section VII. B; the cost of the installation shall be the responsibility of the Contractor. The cost of the cellular service will be included in the lease rate.

Mpls School Transportation Radio Installation Pricing,

- Installation of radio and radio antenna, $150.00,

- Installation in bus with existing power cord and antenna coax, $100.00,
- Removal of radio only (not coax), $75.00,
- Removal of radio and GPS (not antenna), $95.00,
- Travel charge per visit, $85.00,
- Shop supply, $9.00,

F. 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:

1. Be constructed of durable industrial grade materials
2. Record both video and audio
3. Record a minimum of 12 hours of video
4. 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.
5. Be capable of recording from multiple cameras without reducing the quality or time of recording.
6. Be activated by the school bus ignition switch (not driver operated).
7. Be designed for school bus operation.
8. Be certified for operation in extreme cold conditions.
9. Record in a format that is convertible or exportable to standard media, including DVD or flash drive.
10. 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.

VII. VEHICLES – BUSES AND TYPE IIIs

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** 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)

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's name and route number for the convenience of students, parents, and administrators.

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.

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.

INVOICING

A. 1. Invoices shall be sent Bi-weekly to dawn.schnickel@mpls.k12.mn.us. Reged, SPED and HHM costs need to be listed separately, either three different lines or three different invoices.

2. Backup information shall be sent at the time of the invoice and shall include daily route information, AM, Midday, PM, CSP's & Miles if applicable. Each day needs to be listed for verification purposes.

3. Returned routes will not be paid for by MPS therefore should not be included on the invoice.

4. Administration costs (per V-A-3) will be applied monthly.

5. Late fees will be accessed quarterly, allowing time to review and respond.

B. 1. An invoice template will be sent in a separate document with the contract to be used as a guideline.

COVID-19 COMPLIANCESERVICE PROVIDER COMPLIANCE REQUIREMENTS

A. The Contractor agrees to comply with all State, City and MPS regulations as they pertain to COVID-19 related rules and regulation.

B. The Contractor agrees to comply with the following MPS COVID-19 protocols

1. Conduct pre & post cleaning of buses daily
2. Sanitize each bus between each run daily
3. Utilize MPS approved cleaning solution
4. Conduct verbal employee wellness checks daily

C. Each Contractor shall provide training on COVID related cleaning methods.

D. Contractor must immediately notify the Director of Transportation Services of any employee absences due to illness. Contractor must follow established procedures for reporting results.

MEISA

Appendix 4/EXHIBIT B

1. PRICE AND RATE SCHEDULE FOR STUDENT

TRANSPORTATION SERVICES SCHOOL YEAR(S) 2022-2023

1. **Special Education and Special Needs Services – In-District.** The cost for all special education and special needs routes, including open-enrolled home-to-school transportation services and after school runs, for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		QUANTITY	Cost Per Route-Day	Cost Per ½Route-Day	Cost Per Hour#
Van or Type III*	Yes	Yes	20	$330	$256	X
Bus Assistant/Aide#	X	X	X	X	X	X
Lift	Yes	Yes	1	$25	$25	X

billed in quarter of an hour after the first hour.

2. **Special Education and Special Needs Services (Item 3 above)**

$25 per one-quarter (1/4) hour for time in excess of the route times, four (4) "live" hours per route-day or two (2) "live" hours per ½ route-day, whichever is greater, computed on a contractor daily and not an individual bus basis.

*in -district limited to 12-mile radius

Contractor: MEISA TRANSPORTATION SERVICES LLC

3. Special Education Services – Out-of-District. The cost for special education and special needs routes, shall be submitted for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		QUANTITY	Cost Per Route-Day	Cost Per ½Route-Day	Cost per Mile**	Cost Per Hour#
Type III			10	$330	$256	$4.23	X
Bus Assistant/Aide#	X	X	X	X	X	X	X
Lift*	Yes	Yes	1	$25	$25	$4.23	X

billed in quarter of an hour after the first hour

*Lift charge is per route per day added to the route charge

** **$4.23 per excess mile** beyond **12 miles** radius from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr. AM no show route will be charged as half route and as full route if the PM runs for the same day.

Contractor: MEISA TRANSPORTATION SERVICES LLC

1. **Special Education and Special Needs Services (Item 5 above):**

$25 per one-quarter (1/4) hour for time in excess of the route times, four (4) "live" hours per route-day or two (2) "live" hours per ½ route-day, whichever is greater and computed on a contractor daily and not an individual bus basis.

Contractor: MEISA TRANSPORTATION SERVICES LLC

2. **Midday Special Education Services and Shuttles**. The cost for all midday SPED shuttle bus and van services, using the following unit costs:

Bus and Van Size	"Stand-alone" Service		Continuous Servicewith AM/PM ##
	Cost Per1st Hour	Cost Per Add'l Hour#	
	X	X	X
Type III*	X	X	$256
Bus Assistant/Aide#	X	X	X
Lift	X	X	X

billed in quarter of an hour after the first hour

reference to Items 3 - 6

*limited to 3hrs within 12 mile radius.

Contractor: MEISA TRANSPORTATION SERVICES LLC

6. Midday, Vocational and Other Transportation Services and Shuttles. The cost for all midday or shuttle services, vocational education services, and ALC routes, using the following unit costs:

Bus and Van Size	"Stand-alone" Service		Continuous Servicewith AM/PM ##
	Cost Per 1st Hour	Cost Per Add'l Hour#	
	X	X	X
Type III*	X	X	$256

billed in quarter of an hour after the first hour

reference to Items 1 & 2

*limited to 3hrs within 12-mile radius.

Contractor: MEISA TRANSPORTATION SERVICES LLC

7. Special Needs Services for Highly Mobile and Students with Special Needs NOT INCLUDING SPED – Out-of-District.

The cost for special needs routes, shall be submitted for the days of school operation using the following unit costs:

Bus and Van Size	Lift? Yes		Cost Per Hour#	Cost Per Mile**	Cost Per Day
Type III	Yes	Yes	X	$4.23	$330
Bus Assistant/Aide#	X	X	X	X	X
Lift	Yes	Yes	X	$4.23	$25

billed in quarter of an hour after the first hour minimum

*Lift charge is per route per day added to the route charge

** **$4.23 per excess mile** beyond **12 miles** radius from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr. AM no show route will be charged as half route and as full route if the PM runs for the same day.

Contractor: MEISA TRANSPORTATION SERVICES LLC

8. Summer School Transportation Services.

The cost for all summer school regular, HHM orSPED bus and Type III van services, other than charters, using the following unit costs:

Bus and Van Size	Cost Per Hour	Cost Per Day	Cost Per ½Day
Type III*	X	$330	$256

Option: The rates for other transportation services can be quoted as a % of the rates for regular "to &from" transportation services as **0%** of regular and SPED transportation rates in items 1 through 6 above.

*charges as normal route within 12 mile radius.

Contractor: MEISA TRANSPORTATION SERVICES LLC

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 2022-2023 School Year to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2023, 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 $7,500,000.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

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.

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

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

Attn:_____

Address: _____

Email: _____

Fax: _____

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,

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: Sounitda (on behalf of COO) Saymongkhon
(Printed)

Title: _____

Date: _____

Metropolitan Transportation Network

By: Tashitaa F Tufaa

Name: TASHITAA TUFAA
(Printed)

Title: President and CEO

Date: 5-31-22

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

Provide on time and safe Bus service for MPS students throughout the district to various schools for 2022-2023 school year.

Service Outcome

Provide ontime bus service for MPS students to various schools within the district.

Method of Evaluation

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

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. 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).

C. 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).

D. 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).

E. 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.

F. 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.

G. 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.

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

II. 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 (provided by the District).

11. 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.

12. 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.

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

students' names, addresses, schools, and or assigned bus stop information as soon as the documents are no longer needed.

21. 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.

22. 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.

23. 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.

IV. Reporting

A. 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.

B. 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)

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

D. Driving records must be checked and provided to **MPS Transportation** at least **two (2) times** during a school year; **September 15 and January 15.** The cost for record checks shall be the Contractor's responsibility.

E. 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.

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

- Special education
- Emergency preparedness
- Customer relations
- Behavior management
- Loading and unloading procedures
- Communications radio operations
- Mobile Data Terminal (tablet) operations

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.

V. MPS will Provide

A. DIRECT DISTRICT SUPERVISION

1. 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.

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

3. Contractor will be assessed a rate based upon the number of routes awarded annually

- Installation in bus with existing power cord and antenna coax, $100.00,
- Removal of radio only (not coax), $75.00,
- Removal of radio and GPS (not antenna), $95.00,
- Travel charge per visit, $85.00,
- Shop supply, $9.00,

F. 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

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)

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's name and route number for the convenience of students, parents, and administrators.

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.

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**

COVID-19 COMPLIANCESERVICE PROVIDER COMPLIANCE REQUIREMENTS

A. The Contractor agrees to comply with all State, City and MPS regulations as they pertain to COVID-19 related rules and regulation.

B. The Contractor agrees to comply with the following MPS COVID-19 protocols

1. Conduct pre & post cleaning of buses daily
2. Sanitize each bus between each run daily
3. Utilize MPS approved cleaning solution
4. Conduct verbal employee wellness checks daily

C. Each Contractor shall provide training on COVID related cleaning methods.

D. Contractor must immediately notify the Director of Transportation Services of any employee absences due to illness. Contractor must follow established procedures for reporting results.

Metropolitan Transportation Network, Inc. (MTN)

Fees and Costs

Appendix C

Section III: General Business Requirements. F1

Contractor: Metropolitan Transportation Network

I. PRICE AND RATE SCHEDULE FOR STUDENT TRANSPORTATION SERVICES

SCHOOL YEAR(S) 2022-2023

1. **Regular "to and from" routes:** The cost for all regular "to and from" A.M. and P.M. routes, including open-enrolled home-to-school transportation and after school runs, for the days of school operation, using the following unit costs:

Bus Size	QUANTITY	Cost per route - Day	Cost per ½ route - Day
71-77 Passenger Bus	**1-50**	$479	$335
	51-90	$479	$335
	>90	$479	$335
<71 Passenger Bus	**1-50**	$479	$335
	51-90	$479	$335
	>90	$479	$335

2. **Rates for Excess Mileage and Time – Regular "To and From" Routes (Item 1 above)**: $ 20.00 per one-quarter (1/4) hour for time in excess of the route times, four (4) "live" hours per route-day or two (2) "live" hours per ½ route-day, whichever is greater, computed on a contractor daily and not an individual bus basis.

3. **Special Education and Special Needs Services – In-District.** The cost for all special education and special needs routes, including open-enrolled home-to-school transportation services and after school runs, for the days of school operation using the following unit costs:

Bus/Van Size	Lift?		QUANTITY	Cost per Route-Day	Cost per ½ route-Day	Cost per Hour#
Class C or D Bus	Yes	No		$479	$335	
1-50 RgEd/SPED rtes			x	$479	$335	
51-90 rtes				$479	$335	
>90 rtes				$479	$335	
Class A or B Bus	Yes	No		$417	$322	
1-50 RgEd/SPED rtes			x	$417	$322	
51-90 rtes				$417	$322	
>90 rtes				$417	$322	
Van or Type III	Yes	No		$279	$214	

Bus Assistant/Aide	$32	$32	X
Lift			

billed in quarter of an hour after the first hour ##referene to Items 1 & 2
*Two hour minimum

8. **Midday, Vocational and Other Transportation Services and Shuttles.** The cost for all midday or shuttle services, vocational education services, and ALC routes, using one or more of the following unit costs:

Bus or Van Size	"stand-alone"Service		Continuous Service with AM/PM
	Cost Per Hour	Cost per add't hour#	
Class C or D Bus	$78/hr*	$20	$103
Class A or B Bus	$78/hr*	$20	$103

billed in quarter of an hour after the first hour ##referene to Items 1 & 2
*Two hour minimum

9. **Special Needs Services for Highly Mobile and Student with Special Needs NOT INCLUDING SPED – Out-of-District.** The cost for special needs routes shall be submitted for the days of school operation using one or more of the following unit costs.

Bus and Van Size	Lift?		Cost Per Hour#	Cost Per Mile**	Cost Per Day
Class A or B Bus	Yes	No	x	$3.50	$417
Bus Assistant/Aide			$32	x	X
Lift			x	x	$0

billed in quarter of an hour after the first hour
**beyond 8 miles from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr

10. After School Transportation Services. The cost for after school regular or SPED bus services, not including charters, and separate from and not routed with after school services identified in either item 1 or 2 above, using one or more of the following unit costs:

Bus or Van Size	"stand-alone"Service		Continuous Service with AM/PM##
	Cost Per Hour	Cost per add't hour#	
Class C or D Bus	$78/hr*	$20	$103
Class A or B Bus	$78/hr*	$20	$103

billed in quarter of an hour after the first hour ##referene to Items 1 & 2
*Two hour minimum

Metropolitan Transportation Network, Inc. (MTN)

Fees and Costs

Appendix C

Section III: General Business Requirements. F1

Contractor: Metropolitan Transportation Network

I. PRICE AND RATE SCHEDULE FOR STUDENT TRANSPORTATION SERVICES

SCHOOL YEAR(S) 2022-2023

1. **Special Education and Special Needs Services – In-District.** The cost for all special education and special needs routes, including open-enrolled home-to-school transportation services and after school runs, for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		QUANTITY	Cost per route - Day	Cost per ½ route - Day	Cost Per Hour #
Van or Type III	Yes	No	1-50	$279	$214	
			51-90	$279	$214	
Bus Aide						$32
Lift				NB	NB	

billed in quarter of an hour after the first hour

2. **Special Education and Special Needs Services (Item 1 above):**
$ 20 per one-quarter (1/4) hour for time in excess of the route times, four (4) "live" hours per route-day or two (2) "live" hours per ½ route-day, whichever is greater, on a contractor daily and not an individual bus basis.

3. **Special Education Services – Out-of-District.** The cost for special education and special needs routes, shall be submitted for the days of school operation using the following unit costs:

Bus/Van Size	Lift?		QUANTITY	Cost per Route-Day	Cost per ½ route-Day	Cost per Hour#
Type III	Yes	No		$279	$214	
Bus Assistant/Aide #						$32
Lift				NB	NB	

billed in quarter of an hour after the first hour

4. **Special Education and Special Needs Services (Item 3 above):**
$ 20 per one-quarter (1/4) hour for time in excess of the route times, four (4) "live" hours per route-day or two (2) "live" hours per ½ route-day, whichever is greater, computed on a contractor daily and not an individual bus basis.

5. **Midday Special Education Services and Shuttles.** The cost for all midday SPED shuttle bus and van services, using one or more of the following unit costs:

Bus or Van Size	"stand-alone"Service		
	Cost Per Hour	Cost per add't hour#	Continuous Service with AM/PM##
Type III	$63/hr *	$20	$103
Bus Assistant/Aide	$32	$32	X
Lift			

billed in quarter of an hour after the first hour ##referene to Items 3-6
*Two hour Minimum

6. **Midday, Vocational and Other Transportation Services and Shuttles.** The cost for all midday or shuttle services, vocational education services, and ALC routes, using one or more of the following unit costs:

Bus or Van Size	"stand-alone"Service		
	Cost Per Hour	Cost per add't hour#	Continuous Service with AM/PM##
Type III	$63/hr (2 hr min)	$20	$103

billed in quarter of an hour after the first hour ##referene to Items 1 & 2

7. **Special Needs Services for Highly Mobile and Student with Special Needs NOT INCLUDING SPED – Out-of-District.** The cost for special needs routes shall be submitted for the days of school operation using one or more of the following unit costs.

Bus and Van Size	Lift?		Cost Per Hour#	Cost Per Mile**	Cost Per Day
Type III	Yes	No	x	$3.50	$279
Bus Assistant/Aide			$32	x	X
Lift			x	x	NB

billed in quarter of an hour after the first hour
**beyond 8 miles from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr

8. **Summer School Transportation Services.** The cost for all summer school regular, HHM or SPED bus and Type III van services, other than charters, using the following unit costs:

Bus or Van Size	Cost Per Hour	Cost Per Day	Cost Per ½ day
Type III	$63/hr (2 hr min)	$279	$214

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 2022-2023 to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2023, 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 $2,250,000.00. 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: Patrick O. Regan & Troy Nelson

Address: 101 E. 10th St. Suite 300 Hastings, MN 55033

Email: PORegan14@hotmail.com TNelson@MinnesotaCoaches.com

Fax: (651) 437-9197

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: Sounitda (on behalf of COO) Saymongkhon
(Printed)

Title: _____

Date: _____

Minneapolis and Suburban Bus Company

By: Patrick O. Regan

Name: Patrick O. Regan
(Printed)

Title: President

Date: 6/6/22

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

Provide on time and safe Bus service for MPS students throughout the district to various schools for 2022-2023 School Year.

Service Outcome

SAFE EFFICIENT SERVICE

ON TIME SERVICE

Method of Evaluation

Monthly meetings for evaluations, penalties apply if applicable. Vendor will also beheld accountable by the language agreed to in the exhibit sections 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.

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. 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).

C. 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).

D. 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).

E. 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.

F. 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.

G. 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.

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

I. 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 on the bus or using the Synovia Fleet Tracking system
- 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.

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

K. 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.

L. 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

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

M. 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.

N. 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

II. 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 (provided by the District).

11. 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.

12. 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.

13. 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***

III. Contractor/Dispatch Requirements

14. 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.

15. At the start of each day, *Contractor* must ensure that scheduled equipment for the day has functioning GPS, tablet, and radio equipment.

16. Assure that *Contractor driver* is trained to 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

17. In the event of bus breakdown, the Contractor will either have their driver relay to District dispatch who will be responding, or the Contractor will notify District directly.

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

IV. Reporting

A. 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.

B. 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)

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

D. Driving records must be checked and provided to **MPS Transportation** at least **two (2) times** during a school year; **September 15 and January 15.** The cost for record checks shall be the Contractor's responsibility.

E. 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.

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

G. The Contractor must have a drug and alcohol testing program as prescribed by the US Department of Transportation 49 CFR Part 382 *et seq.*

Personnel

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

2. 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.

3. 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

4. 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.

5. 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.

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

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.

V. MPS will Provide

A. DIRECT DISTRICT SUPERVISION

1. 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.

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

3. 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.

B. Training

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

VI. 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, when applicable, 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 $67.00 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 (listed below) per each route bus AND standby bus specified in Section VII. B; the cost of the installation shall be the responsibility of the Contractor. The cost of the cellular service will be included in the lease rate.

Mpls School Transportation Radio Installation Pricing,

- Installation of radio and radio antenna, $150.00,

- Installation in bus with existing power cord and antenna coax, $100.00,
- Removal of radio only (not coax), $75.00,
- Removal of radio and GPS (not antenna), $95.00,
- Travel charge per visit, $85.00,
- Shop supply, $9.00,

F. 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:

1. Be constructed of durable industrial grade materials
2. Record both video and audio
3. Record a minimum of 12 hours of video
4. 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.
5. Be capable of recording from multiple cameras without reducing the quality or time of recording.
6. Be activated by the school bus ignition switch (not driver operated).
7. Be designed for school bus operation.
8. Be certified for operation in extreme cold conditions.
9. Record in a format that is convertible or exportable to standard media, including DVD or flash drive.
10. 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.

VII. VEHICLES -- BUSES AND TYPE IIIs

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** 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)

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's name and route number for the convenience of students, parents, and administrators.

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.

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.

INVOICING

A. 1. Invoices shall be sent Bi-weekly to dawn.schnickel@mpls.k12.mn.us. Reged, SPED and HHM costs need to be listed separately, either three different lines or three different invoices.

2. Backup information shall be sent at the time of the invoice and shall include daily route information, AM, Midday, PM, CSP's & Miles if applicable. Each day needs to be listed for verification purposes.

3. Returned routes will not be paid for by MPS therefore should not be included on the invoice.

4. Administration costs (per V-A-3) will be applied monthly.

5. Late fees will be accessed quarterly, allowing time to review and respond.

B. 1. An Invoice template will be sent in a separate document with the contract to be used as a guideline.

COVID-19 COMPLIANCESERVICE PROVIDER COMPLIANCE REQUIREMENTS

A. The Contractor agrees to comply with all State, City and MPS regulations as they pertain to COVID-19 related rules and regulation.

B. The Contractor agrees to comply with the following MPS COVID-19 protocols

1. Conduct pre & post cleaning of buses daily
2. Sanitize each bus between each run daily
3. Utilize MPS approved cleaning solution
4. Conduct verbal employee wellness checks daily

C. Each Contractor shall provide training on COVID related cleaning methods.

D. Contractor must immediately notify the Director of Transportation Services of any employee absences due to illness. Contractor must follow established procedures for reporting results.

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. 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).

C. 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).

D. 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).

E. 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.

F. 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.

G. 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.

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

I. 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 on the bus or using the Synovia Fleet Tracking system
- 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.

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

K. 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.

L. 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

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

M. 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.

N. 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

II. 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 (provided by the District).

11. 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.

12. 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.

13. 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***

III. Contractor/Dispatch Requirements

14. 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.

15. At the start of each day, *Contractor* must ensure that scheduled equipment for the day has functioning GPS, tablet, and radio equipment.

16. Assure that *Contractor driver* is trained to 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

17. In the event of bus breakdown, the Contractor will either have their driver relay to District dispatch who will be responding, or the Contractor will notify District directly.

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

IV. Reporting

A. 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.

B. 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)

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

D. Driving records must be checked and provided to **MPS Transportation** at least **two (2) times** during a school year; **September 15 and January 15.** The cost for record checks shall be the Contractor's responsibility.

E. 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.

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

G. The Contractor must have a drug and alcohol testing program as prescribed by the US Department of Transportation 49 CFR Part 382 *et seq.*

Personnel

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

2. 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.

3. 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

4. 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.

5. 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 afte r 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.

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

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.

V. MPS will Provide

A. DIRECT DISTRICT SUPERVISION

1. 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.

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

3. 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.

B. Training

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

VI. 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, when applicable, 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 $67.00 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 (listed below) per each route bus AND standby bus specified in Section VII. B; the cost of the installation shall be the responsibility of the Contractor. The cost of the cellular service will be included in the lease rate.

Mpls School Transportation Radio Installation Pricing,

- Installation of radio and radio antenna, $150.00,

- Installation in bus with existing power cord and antenna coax, $100.00,
- Removal of radio only (not coax), $75.00,
- Removal of radio and GPS (not antenna), $95.00,
- Travel charge per visit, $85.00,
- Shop supply, $9.00,

F. 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:

1. Be constructed of durable industrial grade materials
2. Record both video and audio
3. Record a minimum of 12 hours of video
4. 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.
5. Be capable of recording from multiple cameras without reducing the quality or time of recording.
6. Be activated by the school bus ignition switch (not driver operated).
7. Be designed for school bus operation.
8. Be certified for operation in extreme cold conditions.
9. Record in a format that is convertible or exportable to standard media, including DVD or flash drive.
10. 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.

VII. VEHICLES -- BUSES AND TYPE IIIs

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** 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)

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's name and route number for the convenience of students, parents, and administrators.

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.

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.

INVOICING

A. 1. Invoices shall be sent Bi-weekly to dawn.schnickel@mpls.k12.mn.us. Reged, SPED and HHM costs need to be listed separately, either three different lines or three different invoices.

2. Backup information shall be sent at the time of the invoice and shall include daily route information, AM, Midday, PM, CSP's & Miles if applicable. Each day needs to be listed for verification purposes.

3. Returned routes will not be paid for by MPS therefore should not be included on the invoice.

4. Administration costs (per V-A-3) will be applied monthly.

5. Late fees will be accessed quarterly, allowing time to review and respond.

B. 1. An Invoice template will be sent in a separate document with the contract to be used as a guideline.

COVID-19 COMPLIANCESERVICE PROVIDER COMPLIANCE REQUIREMENTS

A. The Contractor agrees to comply with all State, City and MPS regulations as they pertain to COVID-19 related rules and regulation.

B. The Contractor agrees to comply with the following MPS COVID-19 protocols

1. Conduct pre & post cleaning of buses daily
2. Sanitize each bus between each run daily
3. Utilize MPS approved cleaning solution
4. Conduct verbal employee wellness checks daily

C. Each Contractor shall provide training on COVID related cleaning methods.

D. Contractor must immediately notify the Director of Transportation Services of any employee absences due to illness. Contractor must follow established procedures for reporting results.

Mpls+S

Appendix 4/EXHIBIT B

Contractor:

I. PRICE AND RATE SCHEDULE FOR STUDENT TRANSPORTATION SERVICES

SCHOOL YEAR(S) 2022-2023

1. **Regular "To and From" Routes.** The cost for all regular "to and from" A.M. and P.M. routes, including open-enrolled home-to-school transportation and after school runs, for the days of school operation, using the following unit costs:

Bus Size	QUANTITY	Cost Per Route-Day	Cost Per ½ Route-Day	Quantity
71-77 Passenger Bus	1-50	$518.00	$388.50	5
	51-90			
	>90			
<71 Passenger Bus	1-50			
	51-90			
	>90			

2. **Rates for Excess Mileage and Time – Regular "To and From" Routes (Item 1 above):**
   $ 21.75 per one-quarter (1/4) hour for time in excess of the route times, four (4) "live" hours per route-day or two (2) "live" hours per ½ route-day, whichever is greater, computed on a contractor daily and not an individual bus basis.

3. **Special Education and Special Needs Services – In-District.** The cost for all special education and special needs routes, including open-enrolled home-to-school transportation services and after school runs, for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		QUANTITY	Cost Per Route-Day	Cost Per ½ Route-Day	Cost Per Hour#
Class C or D Bus	Yes	No				
1-50 RgED/SPED rtes	4		4	$480.00	$360.00	
51-90 rtes			XXX	XXX	XXX	
>90 rtes			XXX	XXX	XXX	
Class A or B Bus	Yes	No				
1-50 RgED/SPED rtes	4	12	16	$442.00	$331.50	
51-90 rtes			XXX	XXX	XXX	
>90 rtes			XXX	XXX	XXX	
Van or Type III	Yes	No				
1-50 RgED/SPED rtes		No	10	$415.00	$311.25	
51-90 rtes			XXX	XXX	XXX	
>90 rtes			XXX	XXX	XXX	
Bus Assistant/Aide#			20			$45.00
Lift			8	$20.00	$20.00	

billed in quarter of an hour after the first hour

4. **Special Education and Special Needs Services (Item 3 above):**
   $21.75 per one-quarter (1/4) hour for time in excess of the route times, four (4) "live" hours per route-day or two (2) "live" hours per ½ route-day, whichever is greater, computed on a contractor daily and not an individual bus basis.

5. **Special Education Services – Out-of-District.** The cost for special education and special needs routes, shall be submitted for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		QUANTITY	Cost Per Route-Day	Cost Per ½ Route-Day	Cost per Mile**	Cost Per Hour #
Class C or D Bus	Yes	No					
1-50 RgED/SPED rtes							
51-90 rtes							
>90 rtes							
Class A or B Bus	Yes	No					
1-50 RgED/SPED rtes							
51-90 rtes							
>90 rtes							
1-50 RgED/SPED rtes							
51-90 rtes							
>90 rtes							
Bus Assistant/Aide#							
Lift							

billed in quarter of an hour after the first hour

** beyond 8 miles from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr

6. **Special Education and Special Needs Services (Item 5 above):**
   $N/A per one-quarter (1/4) hour for time in excess of the route times, four (4) "live" hours per route-day or two (2) "live" hours per ½ route-day, whichever is greater, computed on a contractor daily and not an individual bus basis.

7. **Midday Special Education Services and Shuttles.** The cost for all midday SPED shuttle bus and van services, using the following unit costs:

Bus and Van Size	"Stand-alone" Service		
	Cost Per 1st Hour	Cost Per Add'l Hour#	Continuous Service with AM/PM ##
Class C or D Bus	$129.50	$85.00	$85.00
Class A or B Bus	$110.50	$85.00	$85.00
Bus Assistant/Aide#	$45.00	$45.00	$45.00
Lift			

billed in quarter of an hour after the first hour ## reference to Items 3 - 6

8. **Midday, Vocational and Other Transportation Services and Shuttles.** The cost for all midday or shuttle services, vocational education services, and ALC routes, using the following unit costs:

Bus and Van Size	"Stand-alone" Service		Continuous Service with AM/PM ##
	Cost Per 1st Hour	Cost Per Add'l Hour#	
Class C or D Bus	$129.50	$85.00	$85.00
Class A or B Bus	$110.50	$85.00	$85.00

billed in quarter of an hour after the first hour ## reference to Items 1 & 2

9. **Special Needs Services for Highly Mobile and Students with Special Needs NOT INCLUDING SPED – Out-of-District.** The cost for special needs routes, shall be submitted for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		Cost Per Hour#	Cost Per Mile**	Cost Per Day
Class A or B Bus	Yes	No			
Bus Assistant/Aide#					
Lift					

billed in quarter of an hour after the first hour based on terminal to terminal time

** beyond 8 miles from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr

10. **After School Transportation Services.** The cost for after school regular or SPED bus services, not including charters, separate from or routed with services identified in either Items 1, 3 or 5 above, using the following unit costs:

Bus and Van Size	"Stand-alone" Service		Continuous Service with AM/PM ##
	Cost Per1st Hour	Cost Per Add'l Hour#	
Class C or D Bus	XXX	XXX	$129.50
Class A or B Bus	XXX	XXX	$110.50

billed in quarter of an hour after the first hour ## reference to Items 1 & 2

11. **Summer School Transportation Services.** The cost for all summer school regular, HHM or SPED bus and Type III van services, other than charters, using the following unit costs:

Bus and Van Size	Cost Per Hour	Cost Per Day	Cost Per ½ Day
Class C or D Bus	SAME AS ABOVE		
Class A or B Bus			

Option: The rates for other transportation services can be quoted as a % of the rates for regular "to & from" transportation services. 100 % of regular and SPED transportation rates in items 1 through 6 above.

12. **Charters: Extra-curricular and Athletic Trips; Activity and Field Trips. Trip charge for extra-curricular and** athletic trips and school activity and field trips, along with waiting time at the destination, using one or more of the following unit costs:

	Cost per Hour	Cost Per Mile	Cost Per Wait Hour#	2 HR Minimum	3 HR Minimum
a. Trips within an 8 mile radius from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr					
i. Class C/D Bus	$60.00	XXX	$60.00	$200.43	XXX
ii. Class A/B Mini bus	$60.00	XXX	$60.00	$200.43	XXX
iii.					
b. Trips beyond an 8 mile radius from the District Transportation Center as identified in Item 12.a. above					
i. Class C/D Bus	$60.00	$3.25	$60.00	XXX	$317.75
ii. Class A/B Mini bus	$60.00	$3.25	$60.00	XXX	$307.75
iii.					
iv. Coach bus	**Call for Quote**				
c. Trailer					
single axle	XXX	XXX	XXX	$115.00	$115.00
double axle	XXX	XXX	XXX	XXX	XXX

billed in quarter of an hour after the first hour

d. Trip charge outside the school district boundaries.
Labor cost for overnight trips $41.25 per hour; $330.00 per day max. Overnight driver expenses $215.00 per 24 hour day.

e. Non-peak Rate Discount: non-peak (9:30 am - 1:45 pm & after 4:30pm) trip charge discount from regular rates in this item: 0 %

ADDENDUM:

A. Fuel Escalation Clause: The Base Fuel Price will be $3.00 per gallon for diesel and unleaded fuel, excluding the federal excise tax of $0.2448 for diesel and the federal excise tax of $0.184 for unleaded. The District will be solely responsible for paying 100% for any cost over the $3.00 Base Price. If actual fuel costs do not exceed the Base Price of $3.00 per gallon, no Fuel Escalation would be owed and no credit will be provided to the District.

B. Rates listed above are based on a guaranteed minimum number of school days paid at 100% based on the school calendar set by the school board prior to the first day of school for each school year (171 days per current 2022-2023 school calendar).

By: Patrick O. Regan

Patrick O. Regan
President/CEO

Signed: March 24, 2022

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 Now Micro "Contractor" (collectively "parties") to provide iPad Cases per Quote 23525 at Minneapolis Public Schools.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on June 14, 2022 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 $675,000.30. 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: Information Technology
Attn: Justin Hennes
1250 W Broadway
Minneapolis, MN 55411
Email: justin.hennes@mpls.k12.mn.us

CONTRACTOR

NAME: Now Micro
Address: 1420 Perron Road East, Suite 300, Mendota Heights, MN 55120
Phone: 651-633-9072
Email: martyl@nowmicro.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: Justin Hennes
(Printed)

Title: Senior Information Officer

Date: _____

CONTRACTOR NAME

Signature: _____

Name: Marty Linden
(Printed)

Title: V.P. Sales

Date: 5/24/22

EXHIBIT A: SCOPE OF WORK

Deliverables:

Ref quote 23525-Q5932871-1138

Service Outcome:

Timely Delivery by June 30th, 2022

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:

N/A

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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 Paragon Development Systems, Inc. "Contractor" (collectively "parties") to provide Cisco SmartNET at Minneapolis Public Schools.

1 TERM OF CONTRACT

1.1 This Contract is effective on July 1, 2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2023, 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/delivery of goods 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.

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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/Vendor under this Contract, including compensation for goods, and/or services, and reimbursable expenses (if applicable), shall not exceed $240,963.81. Contractor/Vendor 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

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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.

4 INSPECTION OF GOODS & REJECTION

4.1 Buyer is entitled to inspect the Goods upon delivery. If the Goods are unacceptable for any reason, Buyer must reject them at the time of delivery up to ten (10) business days from the date of delivery. If Buyer has not rejected the Goods within ten (10) business days from the date of delivery, Buyer shall have waived any right to reject that specific delivery of Goods.

4.2 In the event Buyer rejects the Goods, Buyer shall allow Seller a reasonable time to cure the deficiency. A reasonable time period shall be determined by industry standards for the Goods, as well as the Seller and Buyer.

5 RISK OF LOSS

5.1 Risk of loss will be on the Seller until the time when the Buyer accepts delivery. Seller shall maintain any and all necessary insurance in order to insure the Goods against loss at Seller's own expense.

6 TITLE

6.1 Title to the Goods will remain with the Seller until Buyer accepts delivery.

7 FORCE MAJEURE

7.1 Non-delivery or default of this Agreement due to labor disputes, transportation shortage, delay or shortage of materials to produce the Goods, fires, accidents, Acts of God, or any other causes outside of Seller's control shall be notified to Buyer immediately upon realization that it will not be able to deliver the Goods as promised. Either Party may terminate this Agreement upon such notice.

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8 GENERAL TERMS AND CONDITIONS

8.1 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.

9 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

9.1 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.

10 DATA PRIVACY

10.1 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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11 USE OF DISTRICT NAME OR LOGO

11.1 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.

12 INDEPENDENT CONTRACTOR

12.1 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.

12.2 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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15.2 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.

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17 LIMITATION ON LIABILTY

17.1 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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19 COMPLIANCE WITH LAWS AND DEBARMENT

19.1 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.

20 TERMINATION

20.1 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.

20.2 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.

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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.

21 RETURN OF DATA

21.1 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.

22 RECORDS MANAGEMENT AND MAINTENANCE

22.1 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.

23 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: Information Technology
Attn: Justin Hennes
1250 W Broadway
Minneapolis, MN 55411
Email: justin.hennes@mpls.k12.mn.us

DocuSign Envelope ID: D9071DFE-AF3D-4C2B-B21F-2996898E0FDB

CONTRACTOR

NAME: Paragon Development Systems
Address: 13400 Bishops Lane, Suite 190, Brookfield, Wisconsin 53005
Phone: 262-569-5300
Email: taltavilla@pdsit.net

ACKNOWLEDGMENT

23.1 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.

23.2 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.

24 NON-WAIVER

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

25 ASSIGNMENT

25.1 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.

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

26.1 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.

27 WARRANTY

27.1 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.

28 SEVERABILITY

28.1 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.

29 SURVIVABILITY

29.1 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:
(Printed)

Title:

Date: _____

CONTRACTOR NAME

Signature: DocuSigned by: Todd Adams 9A3B393D600F4BE... _____

Name: Todd Adams
(Printed)

Title: SR VP CFO

Date: 6/6/2022 _____

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EXHIBIT A: SCOPE OF WORK

Deliverables:

All items as described in Quote #2203026 – rev 1 of 1

Service Outcome:

All items as described in Quote #2203026 – rev 1 of 1

Method of Evaluation

Leadership Evaluation

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EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

N/A

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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 Paragon Development Systems, Inc. "Contractor" (collectively "parties") to provide Contract Renewal - HPE at Minneapolis Public Schools.

1 TERM OF CONTRACT

1.1 This Contract is effective on June 14, 2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2023, 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/delivery of goods 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.

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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/Vendor under this Contract, including compensation for goods, and/or services, and reimbursable expenses (if applicable), shall not exceed $136,781.60. Contractor/Vendor 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

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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.

4 INSPECTION OF GOODS & REJECTION

4.1 Buyer is entitled to inspect the Goods upon delivery. If the Goods are unacceptable for any reason, Buyer must reject them at the time of delivery up to ten (10) business days from the date of delivery. If Buyer has not rejected the Goods within ten (10) business days from the date of delivery, Buyer shall have waived any right to reject that specific delivery of Goods.

4.2 In the event Buyer rejects the Goods, Buyer shall allow Seller a reasonable time to cure the deficiency. A reasonable time period shall be determined by industry standards for the Goods, as well as the Seller and Buyer.

5 RISK OF LOSS

5.1 Risk of loss will be on the Seller until the time when the Buyer accepts delivery. Seller shall maintain any and all necessary insurance in order to insure the Goods against loss at Seller's own expense.

6 TITLE

6.1 Title to the Goods will remain with the Seller until Buyer accepts delivery.

7 FORCE MAJEURE

7.1 Non-delivery or default of this Agreement due to labor disputes, transportation shortage, delay or shortage of materials to produce the Goods, fires, accidents, Acts of God, or any other causes outside of Seller's control shall be notified to Buyer immediately upon realization that it will not be able to deliver the Goods as promised. Either Party may terminate this Agreement upon such notice.

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8 GENERAL TERMS AND CONDITIONS

8.1 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.

9 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

9.1 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.

10 DATA PRIVACY

10.1 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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11 USE OF DISTRICT NAME OR LOGO

11.1 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.

12 INDEPENDENT CONTRACTOR

12.1 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.

12.2 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.

13 WORKER HEALTH, SAFETY AND TRAINING

13.1 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.

14 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

14.1 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.

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15 INSURANCE

15.1 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.

15.2 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.

15.3 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.

16 INDEMNIFICATION

16.1 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.

17 LIMITATION ON LIABILTY

17.1 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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18 CONFLICT OF INTEREST/CODE OF ETHICS

18.1 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.

19 COMPLIANCE WITH LAWS AND DEBARMENT

19.1 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.

20 TERMINATION

20.1 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.

20.2 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.

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20.3 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.

21 RETURN OF DATA

21.1 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.

22 RECORDS MANAGEMENT AND MAINTENANCE

22.1 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.

23 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.

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Special School District No. 1
Division: Information Technology
Attn: Justin Hennes
1250 W Broadway
Minneapolis, MN 55411
Email: justin.hennes@mpls.k12.mn.us

CONTRACTOR

NAME: Paragon Development Systems
Address: 13400 Bishops Lane, Suite 190, Brookfield, Wisconsin 53005
Phone: 262-569-5300
Email: taltavilla@pdsit.net

ACKNOWLEDGMENT

23.1 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.

23.2 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.

24 NON-WAIVER

24.1 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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25 ASSIGNMENT

25.1 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.

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

26.1 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.

27 WARRANTY

27.1 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.

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28 SEVERABILITY

28.1 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.

29 SURVIVABILITY

29.1 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:
(Printed)

Title:

Date: _____

CONTRACTOR NAME

Signature: DocuSigned by: Todd Adams 9A3B393D000F4BE... _____

Name: Todd Adams
(Printed)

Title: SR VP CFO

Date: 6/6/2022 _____

DocuSign Envelope ID: D9071DFE-AF3D-4C2B-B21F-2996898E0FDB

EXHIBIT A: SCOPE OF WORK

Deliverables:

All items as described in Quote #2204039 – rev 1 of 1

Service Outcome:

Per Quotations #2188921 and #2188922

Method of Evaluation

Leadership Evaluation

[The remainder of this page intentionally left blank.]

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EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

N/A

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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 Pride Transportation Services LLC, "Contractor" (collectively "parties") to provide Student Transportation for the District for 2022-2023 school year to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2023, 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:

Pride Transportation Services LLC

Attn:_____

Address: _____

Email: _____

Fax: _____

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: Sounitda (on behalf of COO) Saymongkhon
(Printed)

Title: _____

Date: _____

Pride Transportation Services LLC

By: _____

Name: Mubarak Hirsi
(Printed)

Title: CEO, Director of operations

Date: 05/27/2022

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

Vendor will coordinate with MPS Transportation Staff to lay out routes for students to be picked up and transported to and from their homes and schools for FY23

Service Outcome

Students will be picked up in a timely manner and transported safely to their respective schools

Method of Evaluation

MPS Staff will receive weekly reports regarding on time delivery of students, and customer service.

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.

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. 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).

C. 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).

D. 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).

E. 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.

F. 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.

G. 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.

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

I. 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 on the bus or using the Synovia Fleet Tracking system
- 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.

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

K. 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.

L. 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

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

M. 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.

N. 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

II. 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 (provided by the District).

11. 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.

12. 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.

13. 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***

III. Contractor/Dispatch Requirements

14. 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.

15. At the start of each day, *Contractor* must ensure that scheduled equipment for the day has functioning GPS, tablet, and radio equipment.

16. Assure that *Contractor driver* is trained to 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

17. In the event of bus breakdown, the Contractor will either have their driver relay to District dispatch who will be responding, or the Contractor will notify District directly.

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

IV. Reporting

A. 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.

B. 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 wheelchair), license plate number, fuel type and installed District radio serial number (if applicable)

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

D. Driving records must be checked and provided to **MPS Transportation** at least **two (2) times** during a school year; **September 15 and January 15.** The cost for record checks shall be the Contractor's responsibility.

E. 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.

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

G. The Contractor must have a drug and alcohol testing program as prescribed by the US Department of Transportation 49 CFR Part 382 *et seq.*

Personnel

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

2. 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.

3. 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

4. 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.

5. 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.

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

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.

V. MPS will Provide

A. DIRECT DISTRICT SUPERVISION

1. 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.

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

3. 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.

B. Training

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

VI. 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, when applicable, 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 $67.00 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 (listed below) per each route bus AND standby bus specified in Section VII. B; the cost of the installation shall be the responsibility of the Contractor. The cost of the cellular service will be included in the lease rate.

Mpls School Transportation Radio Installation Pricing,

- Installation of radio and radio antenna, $150.00,

- Installation in bus with existing power cord and antenna coax, $100.00,
- Removal of radio only (not coax), $75.00,
- Removal of radio and GPS (not antenna), $95.00,
- Travel charge per visit, $85.00,
- Shop supply, $9.00,

F. 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:

1. Be constructed of durable industrial grade materials
2. Record both video and audio
3. Record a minimum of 12 hours of video
4. 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.
5. Be capable of recording from multiple cameras without reducing the quality or time of recording.
6. Be activated by the school bus ignition switch (not driver operated).
7. Be designed for school bus operation.
8. Be certified for operation in extreme cold conditions.
9. Record in a format that is convertible or exportable to standard media, including DVD or flash drive.
10. 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.

VII. VEHICLES – BUSES AND TYPE IIIs

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** 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)

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's name and route number for the convenience of students, parents, and administrators.

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.

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.

INVOICING

A. 1. Invoices shall be sent Bi-weekly to dawn.schnickel@mpls.k12.mn.us. Reged, SPED and HHM costs need to be listed separately, either three different lines or three different invoices.

2. Backup information shall be sent at the time of the invoice and shall include daily route information, AM, Midday, PM, CSP's & Miles if applicable. Each day needs to be listed for verification purposes.

3. Returned routes will not be paid for by MPS therefore should not be included on the invoice.

4. Administration costs (per V-A-3) will be applied monthly.

5. Late fees will be accessed quarterly, allowing time to review and respond.

B. 1. An Invoice template will be sent in a separate document with the contract to be used as a guideline.

COVID-19 COMPLIANCESERVICE PROVIDER COMPLIANCE REQUIREMENTS

A. The Contractor agrees to comply with all State, City and MPS regulations as they pertain to COVID-19 related rules and regulation.

B. The Contractor agrees to comply with the following MPS COVID-19 protocols

1. Conduct pre & post cleaning of buses daily
2. Sanitize each bus between each run daily
3. Utilize MPS approved cleaning solution
4. Conduct verbal employee wellness checks daily

C. Each Contractor shall provide training on COVID related cleaning methods.

D. Contractor must immediately notify the Director of Transportation Services of any employee absences due to illness. Contractor must follow established procedures for reporting results.

Pride

Appendix 4/EXHIBIT B

Contractor:

I. PRICE AND RATE SCHEDULE FOR STUDENT TRANSPORTATION SERVICES

SCHOOL YEAR(S) 2022-2023

1. **Regular "To and From" Routes.** The cost for all regular "to and from" A.M. and P.M. routes, including open-enrolled home-to-school transportation and after school runs, for the days of school operation, using the following unit costs:

Bus Size	QUANTITY	Cost Per Route-Day	Cost Per ½ Route-Day
71-77 Passenger Bus	1-50	$400.00	$140.00
	51-90		
	>90		
<71 Passenger Bus	1-50		
	51-90		
	>90		

2. **Rates for Excess Mileage and Time – Regular "To and From" Routes (Item 1 above):** $15.00 per one-quarter (1/4) hour for time in excess of the route times, four (4) "live" hours per route-day or two (2) "live" hours per ½ route-day, whichever is greater, computed on a contractor daily and not an individual bus basis.

3. **Special Education and Special Needs Services – In-District.** The cost for all special education and special needs routes, including open-enrolled home-to-school transportation services and after school runs, for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		QUANTITY	Cost Per Route-Day	Cost Per ½ Route-Day	Cost Per Hour#
Class C or D Bus	Yes	No				
1-50 RgED/SPED rtes						
51-90 rtes						
>90 rtes						
Class A or B Bus	Yes	No				
1-50 RgED/SPED rtes						
51-90 rtes						
>90 rtes						
Van or Type III	Yes	No				
1-50 RgED/SPED rtes			30	$300	$200	$75
51-90 rtes						
>90 rtes						
Bus Assistant/Aide#						
Lift						

billed in quarter of an hour after the first hour

	Cost Per 1st Hour	Cost Per Add'l Hour#	Continuous Service with AM/PM ##
Class C or D Bus	$70	$30	
Class A or B Bus			
Bus Assistant/Aide#			
Lift			

billed in quarter of an hour after the first hour ## reference to Items 3 - 6

8. **Midday, Vocational and Other Transportation Services and Shuttles.** The cost for all midday or shuttle services, vocational education services, and ALC routes, using the following unit costs:

Bus and Van Size	"Stand-alone" Service		Continuous Service with AM/PM ##
	Cost Per 1st Hour	Cost Per Add'l Hour#	
Class C or D Bus			
Class A or B Bus			

billed in quarter of an hour after the first hour ## reference to Items 1 & 2

9. **Special Needs Services for Highly Mobile and Students with Special Needs NOT INCLUDING SPED – Out-of-District.** The cost for special needs routes, shall be submitted for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		Cost Per Hour#	Cost Per Mile**	Cost Per Day
Class A or B Bus	Yes	No			
Bus Assistant/Aide#					
Lift					

billed in quarter of an hour after the first hour based on terminal to terminal time

** beyond 8 miles from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr

10. **After School Transportation Services.** The cost for after school regular or SPED bus services, not including charters, separate from or routed with services identified in either Items 1, 3 or 5 above, using the following unit costs:

Bus and Van Size	"Stand-alone" Service		Continuous Service with AM/PM ##
	Cost Per 1st Hour	Cost Per Add'l Hour#	

i. Class C/D Bus				
ii. Class A/B Mini bus				
iii.				
b. Trips beyond an 8 mile radius from the District Transportation Center as identified in Item 12.a. above				
i. Class C/D Bus				
ii. Class A/B Mini bus				
iii.				
iv. Coach bus				
c. Trailer				
single axle				
double axle				

billed in quarter of an hour after the first hour

d. Trip charge outside the school district boundaries.

Labor cost for overnight trips $ __ per hour; $ ___ per day max.

Overnight driver expenses $__ ___ per 24 hour day.

e. Non-peak Rate Discount: non-peak (9:30 am - 1:45 pm & after 4:30pm) trip charge discount from regular rates in this item: _____ %

MINNEAPOLIS
PUBLIC SCHOOLS
Urban Education. Global Citizens.

COMMUNITY PARTNER 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 Project Success, "Contractor" (collectively "parties").

1. TERM OF CONTRACT

1.1. This Contract is effective on August 15, 2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2023 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.

3.2.

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed $225,000.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.3. 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.

3.4. 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.

3.5. 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. STUDENT DATA

8.1. Contractors who require access to student data agree to the following:

8.1.1. Contractors agree to attend District provided training on data privacy at least one time per year and follow District processes to obtain data.

8.1.2. Contractors will obtain a District release of information on each individual student, and access information solely through the District's Community Partner Portal. Releases of information are accepted on an ongoing basis.

8.1.3. Contractors needing basic, de-identified and aggregate student data, as defined by the District, must contact Partnership Evaluation (partnership.evaluation@mpls.k12.mn.us). Basic reports are subject to a fee.

8.1.4. Contractors needing data for research or evaluation must contact the District's Research, Evaluation and Assessment (http://rea.mpls.k12.mn.us) and follow the applicable processes. Requests are also subject to a fee.

8.1.5. Contractors applying for grants that need District student data for reporting purposes are required to contact Resource Development and Innovation (http://rdi.mpls.k12.mn.us) for a letter of support and approval.

8.2. If Contractor has been hired to do work as an agent for the District, Contractor agrees that when it receives data it shall do the following:

8.2.1. Ensure that all student/family information will be treated as confidential information. Such information will not be discussed, shared or released unless needed to perform the task for which Contractor was selected;

8.2.2. Ensure that no copies of data are made. If copies are made, all copies must be shredded or returned to the District;

8.2.3. Establish policies and procedures to protect the confidentiality of the data;

8.2.4. Securely destroy all data at the end of the Contract or within one year if the data is needed;

8.2.5. Inform the District, in writing, about any data breach that occurs (letter must include specific information about what happened, when, and proposed method for resolving the issue);

8.2.6. Allow the district to review and approve any reported results, prior to public distribution.

9. USE OF DISTRICT SPACE

9.1. Contractor agrees that if it will be using District space it will obtain a lease, license or permit. If such lease, license or permit is terminated or revoked, the District shall also have the right, at its discretion, to terminate this contract without regard to notices required herein.

10. USE OF DISTRICT NAME OR LOGO

10.1. 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.

11. MALTREATMENT OF MINORS REPORTING ACT

11.1. Contractor shall comply with all of the provisions of the Maltreatment of Minors Reporting Act, Minn. Stat. § 626.556.

12. PROFESSIONAL STANDARDS OF BEHAVIOR

12.1. Contractor shall maintain professional standards of behavior under the leadership and guidance of the building principal or site administrator.

13. OWNERSHIP OF MATERIAL

13.1. 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.

14. INDEPENDENT CONTRACTOR

14.1. 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.

14.2. 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 to the extent permitted by law.

15. WORKER HEALTH, SAFETY AND TRAINING

15.1. 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.

16. BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

16.1. 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.

17. INSURANCE

17.1. 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.

17.2. 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 Director's and Officer's Errors and Omissions and 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 as the coverage. Contractor shall provide all such certificates to District.

17.3. 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.

17.4. 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.

18. INDEMNIFICATION

18.1. 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. This shall not apply injuries, claims, damages, or loss caused by the intentional, willful, or wanton acts of District.

19. LIMITATION ON LIABILTY

19.1. 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.

20. CONFLICT OF INTEREST/CODE OF ETHICS

20.1. 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.

21. COMPLIANCE WITH LAWS AND DEBARMENT

21.1. 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.

22. TERMINATION

22.1. 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 receipt of notice of termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

22.2. 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. In this event, District will not be liable for any amounts; but Contractor shall be liable to District for all losses, damages, and expenses. including, without limitation, the excess cost of recouping similar goods or services; shipping charges for any items District may at its option return to Contractor, including items already delivered, but for which District no longer has any use because of Contractor's default; and amounts paid by District for any items District has received but returns to Contractor. 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.

22.3. 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, equity or statute. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

23. RETURN OF DATA

23.1. 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.

24. RECORDS MANAGEMENT AND MAINTENANCE

24.1. 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.

25. NOTICES/ADMINISTRATION

25.1. 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

Name of the District Signer: Aimee Fearing

Title: Senior Academic Officer

Email: aimee.fearing@mpls.k12.mn.us

Partner

Name: Project Success – Adrienne Diercks

Email: adrienned@projectsuccess.org

Address: 1 Groveland Terrace, Suite 300, Minneapolis, MN 55403

26. ACKNOWLEDGMENT

26.1. 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.

26.2. 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.

27. NON-WAIVER

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

28. ASSIGNMENT

28.1. 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.

29. CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

29.1. This Contract shall be construed under Minnesota law (without regard for choice of law considerations) and the policies and procedures of the District, as amended from time to time. 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.

30. WARRANTY

30.1. 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 to the extent permitted by law. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

31. SEVERABILITY

31.1. 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.

32. SURVIVABILITY

32.1. 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: Aimee Fearing

Title: Senior Academic Officer

Date: _____

PARTNER

By: Project Success

Name: Adrienne Diercks

Title: Executive Director

Email: adrienne@projectsuccess.org

Phone: 612-868-8570

Date: 6/2/22

EXHIBIT A: PROGRAMMING PROVIDED

Description of Program and Delivery:

Project Success motivates and inspires each student in every school served to dream about their futures, help them create a plan to get there, and give them the tools and support needed to achieve their goals. Over the course of seven years—beginning in grade 6 and continuing through grade 12—Project Success engages students in class through a facilitated curriculum and through local-to-global expeditions, arts programming and skills-based certificates.

Service Outcome:

To provide a successful education experience for MPS students

Method of Evaluation

Students, teachers and families will provide feedback via surveys.

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows: Vendor will submit invoicing on a monthly basis to include services rendered as listed.

[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 Public Consulting Group "Contractor" (collectively "parties") to provide a comprehensive and flexible internet- based system for Special Education Services for all due process documentation and third party billing to D-AO-Special Education.

TERM OF CONTRACT

1.1 This Contract is effective on 07/01/2022 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 $387,860 per 12 months. 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.

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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.

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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: D-AO-Special Education
Attn: Deeqaifrah Hussein
1250 W Broadway
Minneapolis, MN 55411
Email: Deeqaifrah.Hussein@mpls.k12.mn.us

CONTRACTOR

Public Consulting Group Inc
Phone: 617-426-2026
Address: 148 State St. 10th Floor, Boston, MA 02109
Email: finance-invoices@pcgus.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: Aimee Fearing

(Printed)

Title: Senior Academic Officer

Date: _____

CONTRACTOR NAME

Signature: 

Name: Christopher Connor

(printed)

Title: Manager

Date: June 6, 2022

Exhibit A:

Deliverables:

Special Education Management and Third Party Billing Provide an automated web-based system using EasyIEP for Special Education management of Individual Education Plan (IEP)/Individual Service Plan (ISP)/Individual Interagency Intervention Plan (IIIP)/Individual Family Service Plan (IFSP) forms/records and to assist the District in meeting all special education compliance and due process requirements. Provide third-party billing services using an automated web-based system for Medicaid cost recovery. Develop and maintain a system that integrates the IEP/ISP/IIIP/IFSP and Medicaid billing information for accountability, compliance for state and federal audits. Develop and maintain a system that is efficient and accessible for staff, and allows for concurrent multiple users in order to meet their special education documentation requirements. Develop and execute an adequate training program for staff as needed. The District shall compensate the Contractor for EasyIEP services per 12 months during the period from July 1, 2022 through June 30, 2024, for a base amount of $107,640.00 plus up to $80,860.00 for added services such as including the optional addition of the Evaluation Process for $10,400, PaperClip for $8,320, Easy504 for $7,280, Student Behavior Module $3.90 per special education student (determined by MDE unduplicated student count), Goal Builder for $5000.00, Single-Sign-On Integration for $2,500 annual support, and any additional programming for a total amount not to exceed $188,500.00. The District retains the option to extend the contract as detailed in Exhibit A for two additional one-year periods at the sole option of the District. In addition, the District shall compensate the Contractor for services related to Medicaid billing at the rate of $7.80 per paid claim per paid Medicaid student at an estimated cost of $190,000. Contractor shall bill for only one service per month per student even if the student receives more than one service in a month. The Contractor agrees to fulfill the obligations of the Contractor in the attached Standard Assurances. Child Welfare Targeted Case Management The District shall compensate the Contractor for services related to Medicaid billing of Child Welfare Target Case Management at the rate of $7.80 per paid claim-student-month at an estimated cost of $9,360.

Service Outcome:

Special Education Management and Third Party Billing Documentation of Special Education student records/services will be maintained and made available to district staff to meet due process requirements at all times. Third Party records will be maintained and used for claiming of third party reimbursement following state and federal requirements. Reports will be available at all times for the special education department. District Documentation Retention Policy will be met. Child Welfare Targeted Case Management Documentation of Targeted Case Management claim records will be made available to district staff to meet Child Welfare Targeted Case Management requirements. Claiming reports related to monthly processing will be available for the Check & Connect department. This includes identification of students qualifying or not for Medicaid billing. Qualifying students will have Medicaid billing processed within a monthly claiming schedule. Claims will be performed using existing claim compliance check functionality. District Documentation Retention Policy will be met.

Method of Evaluation:

Special Education Management and Third Party Billing On-going evaluation of the system to meet due process compliance and third party billing requirements will be done through bi-weekly conference calls as well as regular communication between contractor and Special Education Department. (Responsible person: Charles Kippley, Manager, EasyIEP and Jennifer Whitcomb, Coordinator, Third Party Reimbursement). Review of DHS remittance advice for accuracy of billing and settle-up data will be completed. (Responsible person: Jennifer Whitcomb, Coordinator, Third Party Reimbursement). Child Welfare Targeted Case Management Electronic validation that claims match up to eligibility. (Responsible person: Colleen Kaibel, Director, Student Retention & Recovery).

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

PO will be created each year from the respective budget. Payment shall be made upon presentation of acceptable billing statement(s).

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AMENDMENT #1 TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND Public Media Engineering

This Amendment ("Amendment") to the Contract between Special School District No. 1 and Public Media Engineering dated 5/18/2022 ("Contract") is made and entered into by and between Special School District No.1 ("District") and Public Media Engineering ("Contractor") (collectively "parties').

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and Public Media Engineering ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between 5/3/2022 through 6/30/2022 ("Contract"), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400001126

1. *Original contract amount:* $91,000
2. *Accumulative contract amount:* $103,000

NOW THEREFORE IT IS HEREBY AGREED by the Parties to amend the Contract as follows:

Section: 3.1 Total Obligation and 1.1 Justification

Description:

Section 3.1: District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $103,000. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Section 1.1: Justification: The monthly maintenance and engineering services have exceeded the allotted 108 hours in the original 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: Evette Porter

Title: Senior Officer, Communications, Engagement and External Relations

Date: _____

Contractor:

Signature: _____

Name: PETER FEMAL

Title: PRESIDENT

Date: 5/29/2027

Signature:

Email: evette.porter@mpls.k12.mn.us

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 2022-2023 school year. to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2023, 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 $1,500,000.00. 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.

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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 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: Ebisso Uka

Address: 45 Empire Dr. st paul, MN 55103

Email: Euka@RVTUSINC.com

Fax: 651-644-4079

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.

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SPECIAL SCHOOL DISTRICT NO. 1

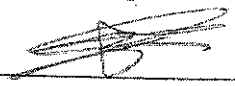
By: _____

Name: Sounitda (on behalf of COO) Saymongkhon
(Printed)

Title: _____

Date: _____

Rift Valley Transportation Inc

By:  _____

Name: Ebisso Uca
(Printed)

Title: CEO

Date: 5/26/22

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

Provide on time and safe Bus service for MPS students throughout the district to various schools for 2022-2023 school year.

Service Outcome

Provide on time bus service for MPS students to various schools within the district.

Method of Evaluation

Monthly meetings for evaluations, penalties apply if applicable. Vendor will also be accountable by language agreed in the exhibit sections 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.

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. 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).

C. 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).

D. 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).

E. 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.

F. 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.

G. 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.

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

I. 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 on the bus or using the Synovia Fleet Tracking system
- 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.

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

K. 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.

L. 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

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

M. 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.

N. 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

II. 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 (provided by the District).

11. 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.

12. 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.

13. 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***

III. Contractor/Dispatch Requirements

14. 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.

15. At the start of each day, *Contractor* must ensure that scheduled equipment for the day has functioning GPS, tablet, and radio equipment.

16. Assure that *Contractor driver* is trained to 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

17. In the event of bus breakdown, the Contractor will either have their driver relay to District dispatch who will be responding, or the Contractor will notify District directly.

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

IV. Reporting

A. 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.

B. 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)

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

D. Driving records must be checked and provided to **MPS Transportation** at least **two (2) times** during a school year; **September 15 and January 15.** The cost for record checks shall be the Contractor's responsibility.

E. 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.

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

G. The Contractor must have a drug and alcohol testing program as prescribed by the US Department of Transportation 49 CFR Part 382 *et seq.*

Personnel

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

2. 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.

3. 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

4. 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.

5. 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.

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

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.

V. MPS will Provide

A. DIRECT DISTRICT SUPERVISION

1. 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.

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

3. 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.

B. Training

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

VI. 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, when applicable, 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 $67.00 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 (listed below) per each route bus AND standby bus specified in Section VII. B; the cost of the installation shall be the responsibility of the Contractor. The cost of the cellular service will be included in the lease rate.

Mpls School Transportation Radio Installation Pricing,

- Installation of radio and radio antenna, $150.00,

- Installation in bus with existing power cord and antenna coax, $100.00,
- Removal of radio only (not coax), $75.00,
- Removal of radio and GPS (not antenna), $95.00,
- Travel charge per visit, $85.00,
- Shop supply, $9.00,

F. 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:

1. Be constructed of durable industrial grade materials
2. Record both video and audio
3. Record a minimum of 12 hours of video
4. 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.
5. Be capable of recording from multiple cameras without reducing the quality or time of recording.
6. Be activated by the school bus ignition switch (not driver operated).
7. Be designed for school bus operation.
8. Be certified for operation in extreme cold conditions.
9. Record in a format that is convertible or exportable to standard media, including DVD or flash drive.
10. 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.

VII. VEHICLES – BUSES AND TYPE IIIs

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** 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)

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's name and route number for the convenience of students, parents, and administrators.

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.

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.

INVOICING

A. 1. Invoices shall be sent Bi-weekly to dawn.schnickel@mpls.k12.mn.us. Reged, SPED and HHM costs need to be listed separately, either three different lines or three different invoices.

2. Backup information shall be sent at the time of the invoice and shall include daily route information, AM, Midday, PM, CSP's & Miles if applicable. Each day needs to be listed for verification purposes.

3. Returned routes will not be paid for by MPS therefore should not be included on the invoice.

4. Administration costs (per V-A-3) will be applied monthly.

5. Late fees will be accessed quarterly, allowing time to review and respond.

B. 1. An Invoice template will be sent in a separate document with the contract to be used as a guideline.

COVID-19 COMPLIANCESERVICE PROVIDER COMPLIANCE REQUIREMENTS

A. The Contractor agrees to comply with all State, City and MPS regulations as they pertain to COVID-19 related rules and regulation.

B. The Contractor agrees to comply with the following MPS COVID-19 protocols

1. Conduct pre & post cleaning of buses daily
2. Sanitize each bus between each run daily
3. Utilize MPS approved cleaning solution
4. Conduct verbal employee wellness checks daily

C. Each Contractor shall provide training on COVID related cleaning methods.

D. Contractor must immediately notify the Director of Transportation Services of any employee absences due to illness. Contractor must follow established procedures for reporting results.

F. Fees and Costs

1. **Describe in detail your fee structure and additional costs, if any but utilizing Appendix 4.**

   The detailed service fee /pricing is completed using Appendix 4 and attached.

2. **Identify and describe any and all other fee-based related services that are available from your organization.**

   Rift Valley Transportation provides only student transportation services for a fee, and there are no other fee-based related services available at this time.

3. **Provide complete details of your pricing methodology.**

   Our pricing methodology is based on the following cost estimate, and it is calculated based on dispatching 90 vehicles per day.

Expense type	Estimated daily expense per Vehicle	Factors considered for calculation
Wage (driver)	$119.00	3.5 hour x $17.00 x 2 Shift
Bonus	$7.00	$70.00/ biweekly /driver
Office Staff/vehicle	$15.19	Total monthly wage ($41,020) /30 days/90 vehicles
Mechanic wage	$5.04	Total monthly wages ($13,600) /30 days/90 vehicles +

Fuel	$35.00	120 mile per day per vehicle/12 mile per gallon = 10gallon X $3.50 =$35.00
Insurance	$9.00	$270.00/month/vehicle/30 days = $9.00
Workers' Comp.	$8.73	Average monthly wage for one driver ($2,380) x 0.11 =261.80 /30
Vehicle fund	$5.55	$10000 for 5 years = 2000 per year /12 month =166.66/30 days= 5.55
Vehicle Maintenance	$3.61	$1300 year /12 =108.33/30= 3.61
Mortgage	$9.48	$25,610/30 =853.66/90=9.48
Training hours	$3.97	2 days x $59.50/30
Utilities	$4.00	
GPS	$0.56	$17/30 days
Camera	$1.56	$420/9 months / 30 days
Building maintenance	$20.00	$7,200 per year/12 = 600/30 = 20.00
Other costs	$3.00	Cleaning, office supplies, ...
Estimated Total Expense/Day	**$250.69**	

Appendix 4/EXHIBIT B

Contractor: Rift Valley Transportation, Inc

4. **PRICE AND RATE SCHEDULE FOR STUDENT TRANSPORTATIONSERVICES**

SCHOOL YEAR(S) 2022-2023

1. **Special Education and Special Needs Services – In-District.** The cost for all special education and special needs routes, including open-enrolled home-to-school transportation services and after school runs, for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		QUANTITY	Cost Per Route-Day	Cost Per ½ Route-Day	Cost Per Hour#
Van or Type III	Yes	No		$265.00	$132.50	
Bus Assistant/Aide#						$24.00 (2hrs minimum)
Lift				XXXX	XXXX	

billed in quarter of an hour after the first hour

2. **Special Education and Special Needs Services (Item 1 above):**
   $11.00 per one-quarter (1/4) hour for time in excess of the route times, four (4) "live" hours per route-day or two (2) "live" hours per ½ route-day, whichever is greater, computed on a contractor daily and not an individual bus basis.

3. **Special Education Services – Out-of-District.** The cost for special education and special needs routes, shall be submitted for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		QUANTITY	Cost Per Route-Day	Cost Per ½ Route-Day	Cost per Mile**	Cost Per Hour#
Type III	Yes	No		$265.00	$132.50	XXXX	
Bus Assistant/Aide#							$24.00 (2hrs minimum)
Lift				XXXX	XXXX	XXXX	

billed in quarter of an hour after the first hour

** beyond 8 miles from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr

4. **Special Education and Special Needs Services (Item 3 above):**
   $11.00 per one-quarter (1/4) hour for time in excess of the route times, four (4) "live" hours per route-day or two (2) "live" hours per ½ route-day, whichever is greater, computed on a contractor daily and not an individual bus basis.

5. **Midday Special Education Services and Shuttles**. The cost for all midday SPED shuttle busand van services, using the following unit costs:

Bus and Van Size	"Stand-alone" Service		Continuous Service with AM/PM ##
	Cost Per 1st Hour	Cost Per Add'l Hour#	
Type III	$66.25	$11.00 per ¼ hr	
Bus Assistant/Aide#	$24.00 (2hrs minimum)	$24.00	
Lift			

billed in quarter of an hour after the first hour ## reference to Items 3 - 6

6. **Midday, Vocational and Other Transportation Services and Shuttles**. The cost for all midday or shuttle services, vocational education services, and ALC routes, using the followingunit costs:

Bus and Van Size	"Stand-alone" Service		Continuous Service with AM/PM ##
	Cost Per 1st Hour	Cost Per Add'l Hour#	
Type III	$66.25	$11.00 per ¼ hr	

billed in quarter of an hour after the first hour ## reference to Items 1 & 2

7. **Special Needs Services for Highly Mobile and Students with Special Needs NOTINCLUDING SPED – Out-of-District.** The cost for special needs routes, shall be submitted for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		Cost Per Hour#	Cost Per Mile**	Cost Per Day
Type III	Yes	**No**	$70.00		$280.00
Bus Assistant/Aide#			$24.00 (2hrs minimum)		$96.00
Lift			XXXX		XXXX

billed in quarter of an hour after the first hour based on terminal to terminal time

** beyond 8 miles from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr

8. **Summer School Transportation Services.** The cost for all summer school regular, HHM orSPED bus and Type III van services, other than charters, using the following unit costs:

Bus and Van Size	Cost Per Hour	Cost Per Day	Cost Per ½ Day
Type III	See option	See option	See option

Option: The rates for other transportation services can be quoted as a % of the rates for regular "to &from" transportation services. **85** % of regular and SPED transportation rates in items 1 through 6 above.

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 Riverside Plaza Tenants Association "Contractor" (collectively "parties") to provide adult education and English language services to the significant adult immigrant population, English language learners (level 0-6), and native speakers without a secondary credential. Results are measured by the provider through attendance and test scores to Community Education, Center for Adult Learning, and 800 West Broadway.

TERM OF CONTRACT

1.1 This Contract is effective on 07/01/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2023, 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 $347,800. 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: Community Education
Attn: Aviva Hillenbrand
1250 W Broadway
Minneapolis, MN 55411
Email: aviva.hillenbrand@mpls.k12.mn.us

CONTRACTOR

Seyou Nurie
Phone: 612-376-0619
Address: 1515 South 4th Street Box 2009, Minneapolis MN 55454
Email: snurie@riversideplaza.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: Dr. Aimee Fearing

(Printed)

Title: Senior Academic Officer

Date: _____

CONTRACTOR NAME

Signature: Seyounil

Name: Seyou Nurie
(Printed)

Title: Program Coordinator, Education

Date: 6/6/2022

Exhibit A:

Deliverables:

Cedar Riverside provides adult education and English language services to the significant adult immigrant population, English language learners (level 0-6), and native speakers without a secondary credential. Services are provided year-round, through varying class schedules dependent on student needs. Results are measured by the contractor using a state approved student information database to record student attendance and test scores.

Consortium fund distribution is based on a current reimbursement rate of $7.84 multiplied by the number of contact hours. The federal fund distribution is based on a current reimbursement rate of $.74 an hour. The total fund distribution for this portion, $332,800, is an estimate only at this time.

Additionally, Cedar Riverside is a sub-reciptient of the IELCE Civics award, which will allow for services and classes around digital literacy and career pathways to mid/high-level ELL learners. The total fund distribution for this portion is $15,000.

Service Outcome:

Cedar Riverside ensures that all students have participated in the development of a Personal Education Plan that guides their work in Adult Basic Education and verifies their progress toward achieving their personal, educational and/or occupational goals; ensures that all students enrolled in all ABE activities are bryond the age of compulsory attendance and are not currently enrolled in any elementary or secondary school program.

Students are evaluated for every 40 hours compelted within a program, with the expectation that they would make level gains in the content area they are studying.

Method of Evaluation:

The contractor will use a state-approved information database to record and track student attendance and tests scores (CASAS and TABE). Testing schedules will vary by site but are given multiple times throughout the year. Students are given evaluations upon entering the program, and every 40 student contact hours therafter, in accordance with state Adult Basic Education guidelines. Consortium members are expected to submit an accurate program performance report no later than June 1 each year that presents required student participation and outcome information over the time period from May 1, 2022 through April 30, 2023 and in a format specified by MN Department of Education. Additionally, members are expectd to accurately code all ABE expenditures to the MPS UFARS report in a timely manner. If the ABE consortium member is not a school district, the member will submit fiscal year expenditure data to the MN department of Education on a form prescribed by MDE.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Reimbursements can be requested and processed twice a year or quarterly, depending on the vendors preference. Relevant documenation must be submitted with the funds request – payroll documents, invoices, packing slips, etc.

[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 Russ Davis Wholesale Inc, "Contractor" (collectively "parties") to provide To supply and process produce for CWS for Fiscal year 21-22 to D-Ops-Culinary and Nutrition Services.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2023, 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 $2,000,000.00. 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-Culinary and Nutrition Services
Attn: Bertrand Weber
1250 W Broadway
Minneapolis, MN 55411
Email: Bertrand.Weber@mpls.k12.mn.us
Fax:

Russ Davis Wholesale Inc

Attn: Derek Nelson

Address: 1940 Ridgeway St. Hammond, WI 54015

Email: dnelson@russdaviswholesale.com

Fax: (651) 645-2720

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 (on behalf of BOE) Lindquist (on behalf of BOE)
(Printed)

Title:_____

Date: _____

Russ Davis Wholesale Inc

By: 

Name: Jerry Arne
(Printed)

Title: Vice President, Business Partnerships

Date: 6/6/22

Note: *This is being executed with the understanding that we will be renegotiating our delivery fee that is part of the current agreement.*

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

To supply and process produce for CWS for Fiscal year 22-23.

Service Outcome

Supply and process produce for CWS

Method of Evaluation

Fill rate, Customer service satisfaction

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 Septran, "Contractor" (collectively "parties") to provide Transportation for Special Ed Students for 2022-2023 school year.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2023, 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: Contracts Management Specialist

Address: 2601 Navistar Dr., Lisle, IL 60532

Email: _____

Fax: _____

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: Sounitda (on behalf of COO) Saymongkhon
(Printed)

Title: _____

Date: _____

Septran

By: Gary Waits _____

Name: Gary Waits
(Printed)

Title: President & CEO

Date: 6/1/2022

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

Provide on time and safe Bus service for MPS students throughout the district to various schools for 2022-2023 school year.

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.

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. 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).

C. 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).

D. 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).

E. 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.

F. 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.

G. 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.

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

I. 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 on the bus or using the Synovia Fleet Tracking system
- 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.

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

K. 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.

L. 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

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

M. 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.

N. 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

II. 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 (provided by the District).

11. 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.

12. 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.

13. 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***

III. Contractor/Dispatch Requirements

14. 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.

15. At the start of each day, *Contractor* must ensure that scheduled equipment for the day has functioning GPS, tablet, and radio equipment.

16. Assure that *Contractor driver* is trained to 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

17. In the event of bus breakdown, the Contractor will either have their driver relay to District dispatch who will be responding, or the Contractor will notify District directly.

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

IV. Reporting

A. 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.

B. 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)

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

D. Driving records must be checked and provided to **MPS Transportation** at least **two (2) times** during a school year; **September 15 and January 15.** The cost for record checks shall be the Contractor's responsibility.

E. 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.

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

G. The Contractor must have a drug and alcohol testing program as prescribed by the US Department of Transportation 49 CFR Part 382 *et seq*.

Personnel

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

2. 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.

3. 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

4. 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.

5. 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.

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

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.

V. MPS will Provide

A. DIRECT DISTRICT SUPERVISION

1. 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.

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

3. 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.

B. Training

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

VI. 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, when applicable, 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 $67.00 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 (listed below) per each route bus AND standby bus specified in Section VII. B; the cost of the installation shall be the responsibility of the Contractor. The cost of the cellular service will be included in the lease rate.

Mpls School Transportation Radio Installation Pricing,

- Installation of radio and radio antenna, $150.00,

- Installation in bus with existing power cord and antenna coax, $100.00,
- Removal of radio only (not coax), $75.00,
- Removal of radio and GPS (not antenna), $95.00,
- Travel charge per visit, $85.00,
- Shop supply, $9.00,

F. 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:

1. Be constructed of durable industrial grade materials
2. Record both video and audio
3. Record a minimum of 12 hours of video
4. 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.
5. Be capable of recording from multiple cameras without reducing the quality or time of recording.
6. Be activated by the school bus ignition switch (not driver operated).
7. Be designed for school bus operation.
8. Be certified for operation in extreme cold conditions.
9. Record in a format that is convertible or exportable to standard media, including DVD or flash drive.
10. 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.

VII. VEHICLES – BUSES AND TYPE IIIs

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 eight lamp 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** 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)

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's name and route number for the convenience of students, parents, and administrators.

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.

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.

INVOICING

A. 1. Invoices shall be sent Bi-weekly to dawn.schnickel@mpls.k12.mn.us. Reged, SPED and HHM costs need to be listed separately, either three different lines or three different invoices.

2. Backup information shall be sent at the time of the invoice and shall include daily route information, AM, Midday, PM, CSP's & Miles if applicable. Each day needs to be listed for verification purposes.

3. Returned routes will not be paid for by MPS therefore should not be included on the invoice.

4. Administration costs (per V-A-3) will be applied monthly.

5. Late fees will be accessed quarterly, allowing time to review and respond.

B. 1. An Invoice template will be sent in a separate document with the contract to be used as a guideline.

COVID-19 COMPLIANCESERVICE PROVIDERCOMPLIANCE REQUIREMENTS

A. The Contractor agrees to comply with all State, City and MPS regulations as they pertain to COVID-19 related rules and regulation.

B. The Contractor agrees to comply with the following MPS COVID-19 protocols

1. Conduct pre & post cleaning of buses daily
2. Sanitize each bus between each run daily
3. Utilize MPS approved cleaning solution
4. Conduct verbal employee wellness checks daily

C. Each Contractor shall provide training on COVID related cleaning methods.

D. Contractor must immediately notify the Director of Transportation Services of any employee absences due to illness. Contractor must follow established procedures for reporting results.

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Appendix 4/EXHIBIT B

Contractor:

I. PRICE AND RATE SCHEDULE FOR STUDENT TRANSPORTATION SERVICES

SCHOOL YEAR(S) 2022-2023

1. **Regular "To and From" Routes.** The cost for all regular "to and from" A.M. and P.M. routes, including open-enrolled home-to-school transportation and after school runs, for the days of school operation, using the following unit costs:

Bus Size	QUANTITY	Cost Per Route-Day	Cost Per ½ Route-Day
71-77 Passenger Bus	1-50	No Bid	No Bid
	51-90	No Bid	No Bid
	>90	No Bid	No Bid
<71 Passenger Bus	1-50	No Bid	No Bid
	51-90	No Bid	No Bid
	>90	No Bid	No Bid

2. **Rates for Excess Mileage and Time – Regular "To and From" Routes (Item 1 above):** $ ____ per one-quarter (1/4) hour for time in excess of the route times, four (4) "live" hours per route-day or two (2) "live" hours per ½ route-day, whichever is greater, computed on a contractor daily and not an individual bus basis.

3. **Special Education and Special Needs Services – In-District.** The cost for all special education and special needs routes, including open-enrolled home-to-school transportation services and after school runs, for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		QUANTITY	Cost Per Route-Day	Cost Per ½ Route-Day	Cost Per Hour#
Class C or D Bus	Yes	No				
1-50 RgED/SPED rtes			0	No Bid	No Bid	
51-90 rtes			0	No Bid	No Bid	
>90 rtes			0	No Bid	No Bid	
Class A or B Bus	Yes	No				
1-50 RgED/SPED rtes			35 Min*	$506.78	No Bid	
51-90 rtes			TBD	$506.78	No Bid	
>90 rtes			TBD	$506.78	No Bid	
Van or Type III	Yes	No				
1-50 RgED/SPED rtes			0	No Bid	No Bid	
51-90 rtes			0	No Bid	No Bid	
>90 rtes			0	No Bid	No Bid	
Bus Assistant/Aide#			17 Min**			$47.22***
Lift			2	$14.23	No Bid	

billed in quarter of an hour after the first hour
*Minimum of 35 total routes awarded
**Minimum of 17 Aides awarded
***Minimum of 4 hours per aide per day

4. **Special Education and Special Needs Services (Item 3 above):**
   $ 14.97 per one-quarter (1/4) hour for time in excess of the route times, four (4) "live" hours per route-day or two (2) "live" hours per ½ route-day, whichever is greater, computed on a contractor daily and not an individual bus basis.

5. **Special Education Services – Out-of-District.** The cost for special education and special needs routes, shall be submitted for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		QUANTITY	Cost Per Route-Day	Cost Per ½ Route-Day	Cost per Mile**	Cost Per Hour#
Class C or D Bus	Yes	No					
1-50 RgED/SPED rtes			0	No Bid	No Bid	No Bid	
51-90 rtes			0	No Bid	No Bid	No Bid	
>90 rtes			0	No Bid	No Bid	No Bid	
Class A or B Bus	Yes	No					
1-50 RgED/SPED rtes			35 Min*	$506.78	No Bid	No Bid	
51-90 rtes			TBD	$506.78	No Bid	No Bid	
>90 rtes			TBD	$506.78	No Bid	No Bid	
1-50 RgED/SPED rtes			0	No Bid	No Bid	No Bid	
51-90 rtes			0	No Bid	No Bid	No Bid	
>90 rtes			0	No Bid	No Bid	No Bid	
Bus Assistant/Aide#			17 Min**				$47.22***
Lift			2	$14.23	No Bid	No Bid	

billed in quarter of an hour after the first hour

** beyond 8 miles from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr

6. **Special Education and Special Needs Services (Item 5 above):**
   $ 14.97 per one-quarter (1/4) hour for time in excess of the route times, four (4) "live" hours per route-day or two (2) "live" hours per ½ route-day, whichever is greater, computed on a contractor daily and not an individual bus basis.

7. **Midday Special Education Services and Shuttles.** The cost for all midday SPED shuttle bus and van services, using the following unit costs:

Bus and Van Size	"Stand-alone" Service	

	Cost Per 1st Hour	Cost Per Add'l Hour#	Continuous Service with AM/PM ##
Class C or D Bus	No Bid	No Bid	No Bid
Class A or B Bus	$109.29	$54.64	$109.29
Bus Assistant/Aide#	$47.22	$47.22	$47.22
Lift			

billed in quarter of an hour after the first hour ## reference to Items 3 - 6

8. **Midday, Vocational and Other Transportation Services and Shuttles**. The cost for all midday or shuttle services, vocational education services, and ALC routes, using the following unit costs:

Bus and Van Size	"Stand-alone" Service		Continuous Service with AM/PM ##
	Cost Per 1st Hour	Cost Per Add'l Hour#	
Class C or D Bus	No Bid	No Bid	No Bid
Class A or B Bus	$109.29	$54.64	$109.29

billed in quarter of an hour after the first hour ## reference to Items 1 & 2

9. **Special Needs Services for Highly Mobile and Students with Special Needs NOT INCLUDING SPED – Out-of-District.** The cost for special needs routes, shall be submitted for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		Cost Per Hour#	Cost Per Mile**	Cost Per Day
Class A or B Bus	Yes	No	$54.64	No Bid	No Max
Bus Assistant/Aide#			$47.22	No Bid	No Max
Lift			No Bid	No Bid	$14.23

billed in quarter of an hour after the first hour based on terminal to terminal time

** beyond 8 miles from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr

10. **After School Transportation Services**. The cost for after school regular or SPED bus services, not including charters, separate from or routed with services identified in either Items 1, 3 or 5 above, using the following unit costs:

Bus and Van Size	"Stand-alone" Service		Continuous Service with AM/PM ##
	Cost Per 1st Hour	Cost Per Add'l Hour#	

Class C or D Bus	No Bid	No Bid	No Bid
Class A or B Bus	$109.29	$54.64	$109.29

billed in quarter of an hour after the first hour ## reference to Items 1 & 2

11. **Summer School Transportation Services**. The cost for all summer school regular, HHM or SPED bus and Type III van services, other than charters, using the following unit costs:

Bus and Van Size	Cost Per Hour	Cost Per Day	Cost Per ½ Day
Class C or D Bus	No Bid	No Bid	No Bid
Class A or B Bus	No Bid	$506.78	No Bid

Option: The rates for other transportation services can be quoted as a % of the rates for regular "to & from" transportation services. 100 % of regular and SPED transportation rates in items 1 through 6 above.

12. **Charters: Extra-curricular and Athletic Trips; Activity and Field Trips. Trip charge for extra-curricular and** athletic trips and school activity and field trips, along with waiting time at the destination, using one or more of the following unit costs:

	Cost per Hour	Cost Per Mile	Cost Per Wait Hour#	
a. Trips within an 8 mile radius from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr				

i. Class C/D Bus	No Bid	No Bid	No Bid	
ii. Class A/B Mini bus	$59.87	No Bid	$59.87	
iii.	No Bid	No Bid	No Bid	
b. Trips beyond an 8 mile radius from the District Transportation Center as identified in Item 12.a. above				
i. Class C/D Bus	No Bid	No Bid	No Bid	
ii. Class A/B Mini bus	$59.87	No Bid	$59.87	
iii.	No Bid	No Bid	No Bid	
iv. Coach bus	No Bid	No Bid	No Bid	
c. Trailer				
single axle	No Bid	No Bid	No Bid	
double axle	No Bid	No Bid	No Bid	

billed in quarter of an hour after the first hour

d. Trip charge outside the school district boundaries.
Labor cost for overnight trips $59.87 per hour; $478.96 per day max.
Overnight driver expenses $TBD per 24 hour day.

e. Non-peak Rate Discount: non-peak (9:30 am - 1:45 pm & after 4:30pm) trip charge discount from regular rates in this item: 0 %

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 Somali Success School "Contractor" (collectively "parties") to provide adult education and English language services to the significant adult immigrant population, English language learners (level 0-6), and native speakers without a secondary credential. Results are measured by the provider through attendance and test scores to Community Education, Center for Adult Learning, and 800 West Broadway.

TERM OF CONTRACT

1.1 This Contract is effective on 07/01/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2023, 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 $582,335. 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: Community Education
Attn: Aviva Hillenbrand
1250 W Broadway
Minneapolis, MN 55411
Email: aviva.hillenbrand@mpls.k12.mn.us

CONTRACTOR

Amal Abdalla
Phone: 612-338-3153
Address: 2812 East 26th Street Minneapolis MN 55406
Email: amal@somalisuccess.org

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: _____

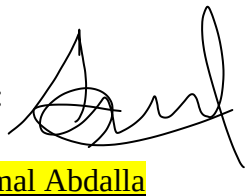
Name: Dr. Aimee Fearing

(Printed)

Title: Senior Academic Officer

Date: _____

CONTRACTOR NAME

Signature: 

Name: Amal Abdalla
(Printed)

Title: CEO

Date: June 6, 2022

Exhibit A:

Deliverables:

Somali Success School provides adult education and English language services to the significant adult immigrant population, English language learners (level 0-6), and native speakers without a secondary credential. Services are provided year-round, through varying class schedules dependent on student needs. Results are measured by the contractor using a state approved student information database to record student attendance and test scores.

Consortium fund distribution is based on a current reimbursement rate of $7.84 multiplied by the number of contact hours. The federal fund distribution is based on a current reimbursement rate of $.74 an hour. The total fund distribution for this portion, $582,335 is an estimate only at this time.

Service Outcome:

Somali Success School ensures that all students have participated in the development of a Personal Education Plan that guides their work in Adult Basic Education and verifies their progress toward achieving their personal, educational and/or occupational goals; ensures that all students enrolled in all ABE activities are bryond the age of compulsory attendance and are not currently enrolled in any elementary or secondary school program.

Students are evaluated for every 40 hours compelted within a program, with the expectation that they would make level gains in the content area they are studying.

Method of Evaluation:

The contractor will use a state-approved information database to record and track student attendance and tests scores (CASAS and TABE). Testing schedules will vary by site but are given multiple times throughout the year. Students are given evaluations upon entering the program, and every 40 student contact hours therafter, in accordance with state Adult Basic Education guidelines. Consortium members are expected to submit an accurate program performance report no later than June 1 each year that presents required student participation and outcome information over the time period from May 1, 2022 through April 30, 2023 and in a format specified by MN Department of Education. Additionally, members are expectd to accurately code all ABE expenditures to the MPS UFARS report in a timely manner. If the ABE consortium member is not a school district, the member will submit fiscal year expenditure data to the MN department of Education on a form prescribed by MDE.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Reimbursements can be requested and processed twice a year or quarterly, depending on the vendors preference. Relevant documenation must be submitted with the funds request – payroll documents, invoices, packing slips, etc.

[The remainder of this page intentionally left blank.]

FIRST AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOL DISTRICT NO. 1 AND SMART CARE EQUIPMENT SOLUTIONS

This Amendment ("Amendment") to the Contract between Special School District No. 1 and Smart Care Equipment Solutions, dated May 25, 2022 ("Contract") is made and entered into by and between Special School District No. 1 ("District") and Smart Care Equipment Solutions ("Contractor") (collectively "parties").

WHEREAS, Special School District No. 1, a special a school district created and existing under Minnesota law ("District") and Smart Care Equipment Solutions ("Contractor") entered into a contract titled Contract for services for a period between 7/1/2021 through 6/30/2024 ("Contract"), and

WHEREAS, the Parties now desire to amend the contract;

NOW THEREFORE IT IS HEREBY AGREED by the Parties to amend the Contract as follows:

> Section 3.1 of the Contract shall be amended to read: District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed $235,000.00, annually. 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

By: _____

Name: _____

Title: _____

Date: _____

Smart Care Equipment Solutions

By: Adam D Schoeneck

Name: Adam D Schoeneck

Title: Director of Finance

Date: 6/6/2022

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 Summit Academy OIC "Contractor" (collectively "parties") to provide contextualized instruction to individuals without a secondary credential. Students will participate in classroom as well as hands-on training to prepare them for the GED and entry into a certified job training program. Results are measured by the contractor/vendor through attendance and test scores to Community Education, Center for Adult Learning, and 800 West Broadway.

TERM OF CONTRACT

1.1 This Contract is effective on 07/01/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2023, 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 $251,812. 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.

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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

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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: Community Education
Attn: Aviva Hillenbrand
1250 W Broadway
Minneapolis, MN 55411
Email: aviva.hillenbrand@mpls.k12.mn.us

CONTRACTOR

Abbi Mayland
Phone: 612-424-6716
Address: 935 Olson Memorial Highway Minneapolis MN 55405
Email: AMayland@saoic.org

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: Dr. Aimee Fearing

(Printed)

Title: Senior Academic Officer

Date: _____

CONTRACTOR NAME

Signature: Marc L Carrier

Name: Marc L Carrier
(Printed)

Title: CFO

Date: Marc L Carrier 6/7/22

Exhibit A:

Deliverables:

Summit Academy provides contextualized instruction for individuals without a secondary credential. Students will participate in classroom as well as hands on training to prepare them for the GED and entry into a certified job training program. Services are provided year-round, as soon as the contract becomes active. Results are measured by the contractr/vendor who will use a state approved student information database to record student attendance and test scores.

Consortium fund distribution is based on a current reimbursement rate of $7.84 multiplied by the number of contact hours. The federal fund distribution is based on a current reimbursement rate of $.74 an hour. The total fund distribution for this portion, $251,812 is an estimate only at this time.

Service Outcome:

Summit Academy ensures that all students have participated in the development of a Personal Education Plan that guides their work in Adult Basic Education and verifies their progress toward achieving their personal, educational and/or occupational goals; ensures that all students enrolled in all ABE activities are bryond the age of compulsory attendance and are not currently enrolled in any elementary or secondary school program.

Students are evaluated for every 40 hours compelted within a program, with the expectation that they would make level gains in the content area they are studying.

Method of Evaluation:

The contractor will use a state-approved information database to record and track student attendance and tests scores (CASAS and TABE). Testing schedules will vary by site but are given multiple times throughout the year. Students are given evaluations upon entering the program, and every 40 student contact hours therafter, in accordance with state Adult Basic Education guidelines. Consortium members are expected to submit an accurate program performance report no later than June 1 each year that presents required student participation and outcome information over the time period from May 1, 2022 through April 30, 2023 and in a format specified by MN Department of Education. Additionally, members are expectd to accurately code all ABE expenditures to the MPS UFARS report in a timely manner. If the ABE consortium member is not a school district, the member will submit fiscal year expenditure data to the MN department of Education on a form prescribed by MDE.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Reimbursements can be requested and processed twice a year or quarterly, depending on the vendors preference. Relevant documenation must be submitted with the funds request – payroll documents, invoices, packing slips, etc.

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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 Synovia Solutions LLC, "Contractor" (collectively "parties") to provide School Bus Equipment Lease to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2022 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 here to 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 $850,000. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

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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 A. 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.

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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.

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

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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

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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.

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

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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:

Synovia Solutions LLC

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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,

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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

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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.]

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SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: Sounitda (on behalf of COO) Saymongkhon
(Printed)

Title:_____

Date: _____

Synovia Solutions LLC

By: Maurizio Iperti
Signed: 5/12/2022

Name: Maurizio Iperti
(Printed)

Title: Ad Interim Chief Revenue Officer

Date: April 22, 2022

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EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

School Bus equipment lease- $67.00 base pay; 510 Vehicles; $ 34,170/month for 24 months. 2022-23 & 2023-24. Hardware: CalAmp 4G LMU, CalAmp MDT/Tablet, Wiring Harness, Antenna and Engine Diagnostic Cable. Software includes: Core Track and Trace, Comparative Analysis, Time and Attendance, Here Comes the Bus, Ridership via the MDT and Barcode Reader, Navigation and Engine Diagnostics. All pricing, including hourly and per diem rates for incidental work are included.

The District, at its sole discretion, may opt to extend the contract for two 12 month periods, school years 2024-25 and 2025-26, respectively. The District will notify the Contractor by January 31, 2025 and January 31, 2026, if it desires to extend this Contract.

Service Outcome

Software and equipment delivers and meets the expectations addressed in the contract between Synovia LLC and MPS.

Method of Evaluation

Operations/Transportation to oversee the functionality of the equipment and reports and access the value of the equipment and software.

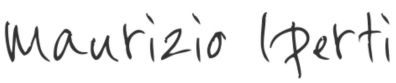
Concord - Document ID: MmQ4YzI2MjEtMj 13-13

Record of Signing

For

Name Maurizio Iperti

Title



Signed on 2022-05-12 22:39:13 GMT

Secured by Concord™
DocumentID: MmQ4YzI2MjEtMj
SigningID: ZWEyNjIzYjEtMT
Signing date: 5/12/2022
IP Address: 93.41.19.21
Email: miperti@lojack.it

concord™
Where agreements happen.

Signed with www.concordnow.com

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 EMS LINQ, LLC (Titan-A LINQ Solution), "Contractor" (collectively "parties") to provide Comprehensive Child Nutrition Software to D-Ops-Culinary and Nutrition Services.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2023, 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 $155,000.00. 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-Culinary and Nutrition Services
Attn: Joseph Ostlund (on behalf of COO)
1250 W Broadway
Minneapolis, MN 55411
Email: Joseph.Ostlund@mpls.k12.mn.us
Fax:

EMS LINQ, LLC (Titan - A LINQ Solution)

Attn: Barb Sutton

Address: 2528 Independence Blvd., Ste 200, Wilmington, NC 28412

Email: proposals@linq.com

Fax: 910-799-5927

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 (on behalf of BOE) Lindquist (on behalf of BOE)
(Printed)

Title:_____

Date: _____

EMS LINQ, LLC (Titan - A LINQ Solution)

By: _____

Name: Matt Muller
(Printed)

Title: Chief Revenue Officer

Date: 6/6/2022

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

Titan school Solutions software will allow Culinary and Wellness Services to operate in on comprehensive system. Modules include: Student Management w/Application Processing, Point of Service, Central Kitchen, Inventory, Purchasing, Accounts Receivable, Accounts Payable, General Ledger, Menu Planning w/Nutritional Analysis, Production Records, Nutrition Label Scanner, Professional Standards, Sales Order and Family Portal, along with customer support.

Service Outcome

Providing good customer service by providing timely, attentive service to CWS, and making sure CWS needs are met as we continued to use the software to operate our K-12 Nutrition Program.

Method of Evaluation

1. End user score card evaluation for measuring the requirements for their module meets their needs.

2. End to end viability testing.

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.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

EMS LINQ, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **C**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2528 Independence Blvd. Suite 200

Requester's name and address (optional)

6 City, state, and ZIP code

Wilmington, NC 28412

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	2	–	4	1	2	7	7	8	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ Phillip Patton **Date** ▶ 1/6/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

7/1/2022

DATE (MM/DD/YYYY)
6/6/2022

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE / **NAIC #**
	INSURER A : Valley Forge Insurance Company / 20508
INSURED 1495626 EMS LINQ LLC 2528 INDEPENDENCE BLVD., SUITE 200 WILMINGTON NC 28412	**INSURER B :** The Continental Insurance Company / 35289
	INSURER C : Lloyds of London
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 18599369 **REVISION NUMBER:** XXXXXXX

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.

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: POLICY PRO-JECT X LOC OTHER:	Y	N	7015239354	7/1/2021	7/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	N	N	7015240293	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000	N	N	7015240309	7/1/2021	7/1/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NOT APPLICABLE			PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ XXXXXXX $ XXXXXXX $ XXXXXXX
C	PROFESSIONAL CYBER E&O	N	N	MPL4838778.21	6/1/2021	7/1/2022	$5,000,000 EACH CLAIM; $5,000,000 AGGREGATE; $50,000 RETENTION	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, IN RESPECT TO THE GENERAL LIABILITY AND CYBER LIABILITY POLICIES, WHEN REQUIRED BY CONTRACT, SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICIES.

CERTIFICATE HOLDER

18599369
SPECIAL SCHOOL DISTRICT NO. 1
1250 W. BROADWAY
MINNEAPOLIS MN 55411

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

Joseph M Agnello

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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 Transit Team Inc, "Contractor" (collectively "parties") to provide Transportation service for MPS students 2022-2024 SY to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2024 (the "Initial Term"), 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 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[1]. Contractor

[1] NTD: Amount to be confirmed by Beacon.

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 Price and Rate Schedule.. 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 reasonable 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 set forth in this Contract. 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, grossly negligent or wanton acts or omissions of 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. Either Party's maximum obligation under this Contract shall not exceed the amount set forth herein, except for damages assessed against Contractor resulting directly from property or personal injury claims by third parties.

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 prior written notice to Contractor, 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, unless within the seven (7) days after service of such written notice of violation, Contractor shall make satisfactory arrangements for the correction of the violation. 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[2]

19.1 Within ten (10) days of the completion or earlier 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.

---

[2] NTD: Section 19.1 and 19.2 are the same provision, with varying time periods for compliance (i.e. 19.1 references 10 days and 19.2 references 15 days). Either 19.1 or 19.2 should be deleted.

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:

Transit Team Inc

Attn:_____

Address: _____

Email: _____

Fax: _____

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 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: _____

Transit Team Inc

By: _____

Name: MICHAEL RICHTER
(Printed)

Title: CEO

Date: 6/10/2022

EXHIBIT A: SCOPE OF WORK

Insert Exhibit A: Scope of Work

Description of Services and Service Delivery

Provide on time Transportation service for MPS students throughout the district to various schools.

Service Outcome

Efficient and on time delivery of students to school and home.

Method of Evaluation

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

EXHIBIT B: PRICE AND RATE SCHEDULE

Insert Revised Exhibit B: Price and Rate Schedule

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.

EXHIBIT C: PRICING FORM CLARIFICATIONS

Insert Revised Exhibit C: Pricing Form Clarifications

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 Twin City Mobility Inc, "Contractor" (collectively "parties") to provide Type III Transportation for the District for 2022-2023 school year to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2023, 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 $200,000.00. 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.

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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.

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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:

Twin City Mobility Inc

Attn: Firaoli Ulsha

Address: 1800 Cliff Road E suite 15 Burnsville MN 55337

Email: Firaoli@twincitymobility mn.com

Fax: 952-435-5978

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.

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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: Sounitda (on behalf of COO) Saymongkhon
(Printed)

Title: _____

Date: _____

Twin City Mobility Inc

By: Firaoli Usha

Name: Firaoli Usha
(Printed)

Title: President And CEO

Date: 05/27/2022

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

Vendor will coordinate with MPS Transportation Staff to lay out routes for students to be picked up and transported to and from their homes and schools for FY23

Service Outcome

Students will be picked up in a timely manner and transported safely to their respective schools

Method of Evaluation

MPS Staff will receive weekly reports regarding on time delivery of students, and customer service.

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows:

If there are no exhibits:

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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. 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).

C. 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).

D. 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).

E. 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.

F. 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.

G. 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.

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

I. 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 on the bus or using the Synovia Fleet Tracking system
- 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.

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

K. 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.

L. 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

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

M. 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.

N. 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

II. **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 (provided by the District).

11. 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.

12. 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.

13. 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***

III. Contractor/Dispatch Requirements

14. 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.

15. At the start of each day, *Contractor* must ensure that scheduled equipment for the day has functioning GPS, tablet, and radio equipment.

16. Assure that *Contractor driver* is trained to 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

17. In the event of bus breakdown, the Contractor will either have their driver relay to District dispatch who will be responding, or the Contractor will notify District directly.

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

IV. Reporting

A. 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.

B. 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 wheelchair), license plate number, fuel type and installed District radio serial number (if applicable)

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

D. Driving records must be checked and provided to **MPS Transportation** at least **two (2) times** during a school year; **September 15 and January 15.** The cost for record checks shall be the Contractor's responsibility.

E. 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.

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

G. The Contractor must have a drug and alcohol testing program as prescribed by the US Department of Transportation 49 CFR Part 382 *et seq.*

Personnel

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

2. 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.

3. 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

4. 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.

5. 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.

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

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.

V. MPS will Provide

A. DIRECT DISTRICT SUPERVISION

1. 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.

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

3. 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.

B. Training

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

VI. 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, when applicable, 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 $67.00 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 (listed below) per each route bus AND standby bus specified in Section VII. B; the cost of the installation shall be the responsibility of the Contractor. The cost of the cellular service will be included in the lease rate.

Mpls School Transportation Radio Installation Pricing,

- Installation of radio and radio antenna, $150.00,

- Installation in bus with existing power cord and antenna coax, $100.00,
- Removal of radio only (not coax), $75.00,
- Removal of radio and GPS (not antenna), $95.00,
- Travel charge per visit, $85.00,
- Shop supply, $9.00,

F. 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:

1. Be constructed of durable industrial grade materials
2. Record both video and audio
3. Record a minimum of 12 hours of video
4. 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.
5. Be capable of recording from multiple cameras without reducing the quality or time of recording.
6. Be activated by the school bus ignition switch (not driver operated).
7. Be designed for school bus operation.
8. Be certified for operation in extreme cold conditions.
9. Record in a format that is convertible or exportable to standard media, including DVD or flash drive.
10. 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.

VII. VEHICLES – BUSES AND TYPE IIIs

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** 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)

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's name and route number for the convenience of students, parents, and administrators.

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.

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.

INVOICING

A. 1. Invoices shall be sent Bi-weekly to dawn.schnickel@mpls.k12.mn.us. Reged, SPED and HHM costs need to be listed separately, either three different lines or three different invoices.

2. Backup information shall be sent at the time of the invoice and shall include daily route information, AM, Midday, PM, CSP's & Miles if applicable. Each day needs to be listed for verification purposes.

3. Returned routes will not be paid for by MPS therefore should not be included on the invoice.

4. Administration costs (per V-A-3) will be applied monthly.

5. Late fees will be accessed quarterly, allowing time to review and respond.

B. 1. An invoice template will be sent in a separate document with the contract to be used as a guideline.

COVID-19 COMPLIANCESERVICE PROVIDER COMPLIANCE REQUIREMENTS

A. The Contractor agrees to comply with all State, City and MPS regulations as they pertain to COVID-19 related rules and regulation.

B. The Contractor agrees to comply with the following MPS COVID-19 protocols

1. Conduct pre & post cleaning of buses daily
2. Sanitize each bus between each run daily
3. Utilize MPS approved cleaning solution
4. Conduct verbal employee wellness checks daily

C. Each Contractor shall provide training on COVID related cleaning methods.

D. Contractor must immediately notify the Director of Transportation Services of any employee absences due to illness. Contractor must follow established procedures for reporting results.

TWIN CITY MOBILITY, INC.

PRICING INFORMATION

MPS RFP 22-19 Student Transportation Services – Type III

Appendix 4/EXHIBIT B

Contractor:

I. **PRICE AND RATE SCHEDULE FOR STUDENT TRANSPORTATION SERVICES**

SCHOOL YEAR(S) 2022-2023

1. **Special Education and Special Needs Services – In-District.** The cost for all special education and special needs routes, including open-enrolled home-to-school transportation services and after school runs, for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		QUANTITY	Cost Per Route-Day	Cost Per ½ Route-Day	Cost Per Hour#
Van or Type III	Yes	No	46	$217.50		
Bus Assistant/Aide#				$26.50		
Lift	YES		4	$243.50		

247.50

billed in quarter of an hour after the first hour

2. **Special Education and Special Needs Services (Item 3 above):**
$ 13.0 per one-quarter (1/4) hour for time in excess of the route times, four (4) "live" hours per route-day or two (2) "live" hours per ½ route-day, whichever is greater, computed on a contractor daily and not an individual bus basis.

3. **Special Education Services – Out-of-District.** The cost for special education and special needs routes, shall be submitted for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		QUANTITY	Cost Per Route-Day	Cost Per ½ Route-Day	Cost per Mile**	Cost Per Hour#
Type III		NO	46	$217.50		$2.15	
Bus Assistant/Aide#				$ 26.50			
Lift	YES		4	$ 243.50			

$247.50

billed in quarter of an hour after the first hour

** beyond 8 miles from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr

4. **Special Education and Special Needs Services (Item 5 above):**
$ ___ per one-quarter (1/4) hour for time in excess of the route times, four (4) "live" hours per route-day or two (2) "live" hours per ½ route-day, whichever is greater, computed on a contractor daily and not an individual bus basis.

Minneapolis Public Schools
1250 W. Broadway Ave
Minneapolis, MN 55411
RFP@mpls.k12.mn.us

Firaoli Usha

Twin City Mobility Inc.
1800 Cliff Rd E, Suite 15
Burnsville, MN 55337
firnoli@twincitymobilitymn.com

MPS RFP 22-19 Student Transportation Services – Type III

5. **Midday Special Education Services and Shuttles.** The cost for all midday SPED shuttle bus and van services, using the following unit costs:

Bus and Van Size	"Stand-alone" Service		Continuous Service with AM/PM ##
	Cost Per 1st Hour	Cost Per Add'l Hour#	
	135.00		
Type III	$ 237.50		
Bus Assistant/Aide#	$ 26.50		
Lift	$ 30		

billed in quarter of an hour after the first hour ## reference to Items 3 – 6

6. **Midday, Vocational and Other Transportation Services and Shuttles.** The cost for all midday or shuttle services, vocational education services, and ALC routes, using the following unit costs:

Bus and Van Size	"Stand-alone" Service		Continuous Service with AM/PM ##
	Cost Per 1st Hour	Cost Per Add'l Hour#	
Type III	$ 137		

billed in quarter of an hour after the first hour ## reference to Items 1 & 2

7. **Special Needs Services for Highly Mobile and Students with Special Needs NOT INCLUDING SPED – Out-of-District.** The cost for special needs routes, shall be submitted for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		Cost Per Hour#	Cost Per Mile**	Cost Per Day
Type III	Yes	(No)	$ 137.00	$ 2.15	$ 237.50
Bus Assistant/Aide#			$ 26.50		
Lift	Yes		$ 30.00		

billed in quarter of an hour after the first hour based on (arrival to terminal time

** beyond 8 miles from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr

Minneapolis Public Schools
1250 W. Broadway Ave
Minneapolis, MN 55411
RFX@mpls.k12.mn.us

Appendix C

Twin City Mobility Inc.
1800 Cliff Rd E, Suite 15
Burnsville, MN 55337
firaoli@twincitymobilitymn.com

Firaoli Usha

MPS RFP 22-19 Student Transportation Services – Type III

8. **Summer School Transportation Services.** The cost for all summer school regular, HHM or SPED bus and Type III van services, other than charters, using the following unit costs:

Bus and Van Size	Cost Per Hour	Cost Per Day	Cost Per ½ Day
Type III	$ 135	$ 247.50	

Option: The rates for other transportation services can be quoted as a % of the rates for regular "to & from" transportation services. _____ % of regular and SPED transportation rates in items 1 through 6 above.

Minneapolis Public Schools
1250 W. Broadway Ave
Minneapolis, MN 55411
RFX@mpls.k12.mn.us

Twin City Mobility Inc.
1800 Cliff Rd E, Suite 15
Burnsville, MN 55337
firaoli@twincitymobilitymn.com

Firaoli Usha

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 United Transportation Services LLC, "Contractor" (collectively "parties") to provide Type III Transportation for the District for 2022-2023 school year to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2022 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 $200,000.00. 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:

United Transportation Services LLC

Attn: JARED GRAWE

Address: 945 W. PIERCE BUTLER RTE. ST. PAUL, MN 55104

Email: JARED@UNITOMN.COM

Fax: _____

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: Sounitda (on behalf of COO) Saymongkhon
(Printed)

Title: _____

Date: _____

United Transportation Services LLC

By: _____

Name: JARED GRAWE
(Printed)

Title: GENERAL MANAGER

Date: 05 / 26 / 2022

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

Vendor will coordinate with MPS Transportation Staff to lay out routes for students to be picked up and transported to and from their homes and schools for FY23

Service Outcome

Students will be picked up in a timely manner and transported safely to their respective schools.

Method of Evaluation

MPS Staff will receive weekly reports regarding on time delivery of students, and customer service.

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.

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. 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).

C. 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).

D. 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).

E. 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.

F. 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.

G. 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.

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

I. 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 on the bus or using the Synovia Fleet Tracking system
- 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.

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

K. 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.

L. 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

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

M. 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.

N. 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

II. 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 (provided by the District).

11. 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.

12. 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.

13. 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***

III. Contractor/Dispatch Requirements

14. 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.

15. At the start of each day, *Contractor* must ensure that scheduled equipment for the day has functioning GPS, tablet, and radio equipment.

16. Assure that *Contractor driver* is trained to 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

17. In the event of bus breakdown, the Contractor will either have their driver relay to District dispatch who will be responding, or the Contractor will notify District directly.

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

IV. Reporting

A. 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.

B. 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)

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

D. Driving records must be checked and provided to **MPS Transportation** at least **two (2) times** during a school year; **September 15 and January 15.** The cost for record checks shall be the Contractor's responsibility.

E. 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.

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

G. The Contractor must have a drug and alcohol testing program as prescribed by the US Department of Transportation 49 CFR Part 382 *et seq.*

Personnel

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

2. 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.

3. 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

4. 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.

5. 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.

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

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.

V. MPS will Provide

A. DIRECT DISTRICT SUPERVISION

1. 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.

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

3. 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.

B. Training

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

VI. 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, when applicable, 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 $67.00 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 (listed below) per each route bus AND standby bus specified in Section VII. B; the cost of the installation shall be the responsibility of the Contractor. The cost of the cellular service will be included in the lease rate.

Mpls School Transportation Radio Installation Pricing,

- Installation of radio and radio antenna, $150.00,

- Installation in bus with existing power cord and antenna coax, $100.00,
- Removal of radio only (not coax), $75.00,
- Removal of radio and GPS (not antenna), $95.00,
- Travel charge per visit, $85.00,
- Shop supply, $9.00,

F. 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:

1. Be constructed of durable industrial grade materials
2. Record both video and audio
3. Record a minimum of 12 hours of video
4. 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.
5. Be capable of recording from multiple cameras without reducing the quality or time of recording.
6. Be activated by the school bus ignition switch (not driver operated).
7. Be designed for school bus operation.
8. Be certified for operation in extreme cold conditions.
9. Record in a format that is convertible or exportable to standard media, including DVD or flash drive.
10. 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.

VII. VEHICLES – BUSES AND TYPE IIIs

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** 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)

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's name and route number for the convenience of students, parents, and administrators.

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.

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.

INVOICING

A. 1. Invoices shall be sent Bi-weekly to dawn.schnickel@mpls.k12.mn.us. Reged, SPED and HHM costs need to be listed separately, either three different lines or three different invoices.

2. Backup information shall be sent at the time of the invoice and shall include daily route information, AM, Midday, PM, CSP's & Miles if applicable. Each day needs to be listed for verification purposes.

3. Returned routes will not be paid for by MPS therefore should not be included on the invoice.

4. Administration costs (per V-A-3) will be applied monthly.

5. Late fees will be accessed quarterly, allowing time to review and respond.

B. 1. An Invoice template will be sent in a separate document with the contract to be used as a guideline.

COVID-19 COMPLIANCESERVICE PROVIDER COMPLIANCE REQUIREMENTS

A. The Contractor agrees to comply with all State, City and MPS regulations as they pertain to COVID-19 related rules and regulation.

B. The Contractor agrees to comply with the following MPS COVID-19 protocols

1. Conduct pre & post cleaning of buses daily
2. Sanitize each bus between each run daily
3. Utilize MPS approved cleaning solution
4. Conduct verbal employee wellness checks daily

C. Each Contractor shall provide training on COVID related cleaning methods.

D. Contractor must immediately notify the Director of Transportation Services of any employee absences due to illness. Contractor must follow established procedures for reporting results.

United Transp

Collaborative Student Transportation Minnesota

Exhibit A: CONTRACTOR Rates

School Transportation Service

Note: For all categories, rounding additional ¼ hour only if more than 7 minutes beyond previous ¼ hour.

A. "Live Time" Hourly AM/PM Service Rates

Daily rate shall reflect the total of AM and PM "live time" per vehicle. AM/PM rate is applicable to all tiers not falling under sections B or C. Vehicles used for AM only or PM only routes shall be compensated at 50% of the applicable AM/PM rate.

	$280.00	$317.24	N/A	N/A
	$280.00	$317.24	N/A	N/A
	$11.23	$11.78	N/A	N/A

B. "Live Time" Hourly Midday Service Rates

Daily rate shall reflect the total of Midday "live time" per vehicle. Midday rate is applicable to a tier that starts any time between 10:45am - 1:00pm and has no tier with live time (excluding others that start 10:45-1) before or after for a minimum of 60 minutes.

	$60.22	$60.22	N/A	N/A
	$11.23	$10.84	N/A	N/A

C. "Live Time" Hourly Shuttle / Late Activity Service Rates

Daily rate shall reflect the total of Late Activity "live time" per vehicle. Shuttle/Activity Service rate is applicable to a tier that starts anytime after 5:00pm and has no tier (excluding others that start after 5pm) before for a minimum of 60 minutes.

	$60.22	$60.22	N/A	N/A
	$12.04	$12.04	N/A	N/A

Initial _____

Date 8/24/21

D. "Live Time" Bus Aide Rates

If bus aides are required, they will be billed based on a two hour minimum per each segment they are required on (AM/PM/Midday/Late Activity):

[redacted]	$50.43
[redacted]	$6.30

E. "Live Time" One Time Ride (OTR) Rates

One Time Ride (OTR) rate is applicable to any non-regularly routed run that is submitted via a One Time Ride request form (formerly known as OTIS).:

[redacted]	$99.81
[redacted]	$8.32

F. Lift Rates

If a lift vehicle is required, an additional flat daily rate will apply:

Daily Lift Rate: __$20___

G. Enclosed Vehicle/Barrier Vehicle Rates

If an enclosed (or barrier) vehicle is required, an additional flat daily rate will apply:

Daily Enclosed Vehicle Rate: __$30___

H. Service Rates — Summer School Transportation

For the purposes of summer school, the service rates for all categories listed above (A–F) shall be provided at the listed percentages below:

1. ROUTES (AM/PM,Midday,Late Activity) __85%____
2. BUS AIDES __85%____
3. FIELD TRIP SERVICE __85%____

Initial [signature]

Date 8/24/23

FY21 Andersen 5-Year Capital Plan Renovations

Contract Amendment: $537,889

Architect: Wold Architects and Engineers

Project Name and Number

21ANDE001
Andersen United Community School
1098 Andersen Lane
Minneapolis, MN 55407

Description

As part of the 5-year capital plan, MPS has the goal of transforming Andersen to a middle school which includes: capital renovations for science labs; upgraded kitchen, dining and performance spaces; restroom renovations; a technology space; daylighting improvements; finishes upgrades; and infrastructure investments to electrical, plumbing, and mechanical systems.

Contract Documents

AIA Document G801-2017
Exhibit F – Project Charter

AIA® Document G801™ – 2017

Notice of Additional Services

PROJECT: *(name and address)*
21ANDE001 5 Year Capital Plan

AGREEMENT INFORMATION:
Date: January 2, 2021

NOTICE INFORMATION:
Notice Number: 002
Date: April 12, 2022

OWNER: *(name and address)*
Minneapolis Public Schools
Special School District #1
1250 West Broadway Avenue
Minneapolis, MN 55411

ARCHITECT: *(name and address)*
Wold Architects and Engineers
332 Minnesota Street
Suite W2000
St. Paul, MN 55101

Select as appropriate:

☒ **ADDITIONAL SERVICES THAT REQUIRE THE OWNER'S WRITTEN AUTHORIZATION TO PROCEED**
(Refer to the Owner-Architect Agreement for a list of Additional Services that require the Owner's written authorization to proceed.)

The Architect hereby notifies the Owner of the need, and requests the Owner's authorization, to perform the following Additional Services:
(Describe the proposed Additional Services and explain the facts and circumstances giving rise to their need.)
Refer to EXH-H Project Charter

Compensation Adjustment:
Refer to EXH-H Project Charter

Schedule Adjustment:
Refer to EXH-H Project Charter

☐ **ADDITIONAL SERVICES TO AVOID DELAY IN CONSTRUCTION**
(Refer to the Owner-Architect Agreement for a list of Additional Services that the Architect may provide to avoid delay in Construction.)

The Architect hereby notifies the Owner of the need to perform the following Additional Services:
(Describe the Additional Services and explain the facts and circumstances giving rise to their need.)

Compensation Adjustment:

Schedule Adjustment:

Note: The Architect may have already begun to provide these services to avoid delay in the Construction Phase of the Project. If the Owner determines that all or parts of these services are not required and elects to discontinue these services, the Owner must promptly notify the Architect and compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

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User Notes: (3B9ADA53)

ISSUED BY THE ARCHITECT:	OWNER'S AUTHORIZATION, IF REQUIRED:
Wold Architects and Engineers	Minneapolis Public Schools
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*
	
SIGNATURE	**SIGNATURE**
Sarah Bagley, Partner	
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
4/29/2022	
DATE	**DATE**

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User Notes: (3B9ADA53)

EXHIBIT H - Project Charter

Project Identification, Intent, and Scope

MPS Project Number: 21ANDE001
MPS Project Name: Andersen 5-Year Capital Plan Work
FY23 Kitchen/Cafetorium, Toilet and Single-User Restrooms Design Fee Amendment

Building Context

Andersen School was constructed in 1975 with a total of 233,252 square feet. There have been no additions to this school. The school currently has a student population ranging from Pre- K through grade 6. Additional programs at this school facility include fitness, yoga, and family resource center. The additional community uses at this school facility include community education, community health (dentist), and community offices. The CDD has designated this school as a community middle school with a Spanish dual-language magnet.

Project Intent

As part of the 5-year capital plan, MPS has the goal of transforming Andersen to a middle school which includes: capital renovations for science labs; upgraded kitchen, dining and performance spaces; restroom renovations; a technology space; daylighting improvements; finishes upgrades; and infrastructure investments to electrical, plumbing, and mechanical systems.

Project Summary:

Project Delivery Method: Design-Bid-Build
Project Construction Budget: $6,610,000

Project Scope

It is possible that project scope items, not included in the Project Scope below, will be known at the commencement of project design or become apparent during design to one or more of the multiple stakeholders who may be represented on the Project Steering Committee and Project Review Committee. Some of these additional scope items will be desirable on their own merits but may not be possible due to project construction budget. Therefore, discipline on the part of the Consultant will be expected to focus on Project Scope identified below, while also documenting and, if requested, reviewing such items for possible inclusion in this project scope in lieu of scope defined below, or in future District capital projects.

Accordingly, not all of the Building Context information contained herein will be applicable to project scope, but it is intended to inform the design process such that, at the conclusion of construction, the existing building is better positioned for current and future instructional activities; and additional capital investment that might be funded in future capital plans.

Additional design services are required to provide the remaining kitchen build-out; adjacent cafetorium space and multi-user and single user restroom updates. Funding will be released in January of 2023, for construction in Summer 2023.

Project Schedule

The following schedule is an estimate of the time expected. This may be adjusted when the design kicks-off and more parameters are known.

FY23 Scope	Suggested Completion Date
Design Start	5/2/2022
Schematic Design Documents	6/15/2022
Design Development Documents – QA/QC	8/15/2022
75% Construction Documents – QA/QC	10/15/2022
95% Construction Documents – QA/QC	10/31/2022
Cost Estimate (Received)	11/07/2022
Bid Documents Issued	11/17/2022
Bid Opening Date	12/15/2022
BOE Construction Contract Approval	1/10/2023
Construction Start	6/21/2023
Construction Substantial Completion	8/18/2023
Warranty (one year)	8/18/2024

Project Staff

The following MPS staff will serve on the Project Steering Committee (PSC):

Jessica Pavelka	Manager, Capital Planning and Construction
Karen DeVet	Senior Operations Officer
Curt Hartog	Executive Director, CPCM
Jibriil Yusuf	Manager, Design and Construction
David Richards	District Master Planner
Grant Lindberg	Manager, Plant Maintenance
Brian Zambreno	Associate Superintendent

Project Communications

Consultant and MPS Project Manager(s) will coordinate the development and implementation of project communications plan, including:

Communication
Meetings with Project Steering Committee (PSC)
Meetings with PSC and Project Review Committee (PRC)
Project web page updates
Project e-updates
Updates for elected representatives
Updates for MPS families and staff
Updates for neighborhood & community
Construction signage
BOE updates

Project Fee

The proposed fee for these services is $508,144 for the fixed fee and estimated reimbursements of $29,745 for a total fee of **$537,889**. See attached fee proposal.

MEMORANDUM

To: Jessica Pavelka

From: Sal Bagley | SB

Date: April 4, 2022

Comm. No: 9999

Subject: Special School District #001 – Minneapolis Public Schools
Andersen Middle School
Andersen FY23 Scope

Thank you for the opportunity to continue our work implementing the 5 year plan at Andersen Middle School. Based on the proposed project scope and construction budgets, please see below for our proposed fee structure for FY23. We have also included our prior scope(s) for clarity and continuity, understanding these are already approved.

FY23 Scope Summary:

Kitchen/Cafetorium	$ 5,725,000
Toilet Modifications	$ 475,000
Single User Restrooms	$ 410,000
Total FY23	**$ 6,610,000**

FY23 Fee Proposal:

FY23 Andersen Scope Construction Cost	$ 6,610,000
50% of Contingency*	$ 165,250
Sub-Total	$ 6,775,250
	x 7.5 %
FY23 Andersen Scope Fixed Fee	**$ 508,144**

**assumes the project has a 5% construction contingency*

Previously approved scope/fees for reference:

Immediate Needs Construction Cost	$ 236,000
50% of Contingency*	$ 5,900
Sub-Total	$ 241,900
	x 7.5 %
Immediate Needs Fixed Fee	**$ 18,143**

**assumes the project has a 5% construction contingency*

FY21 Science Lab Reno. Construction Cost	$ 2,360,655
50% of Contingency*	$ 59,016
Sub-Total	$ 2,419,671
	x 7.5 %
FY21 Science Lab Reno. Fixed Fee	**$ 181,967**

**assumes the project has a 5% construction contingency*

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101
woldae.com | 651 227 7773

PLANNERS
ARCHITECTS
ENGINEERS

FY22 Andersen Scope Construction Cost	$ 4,300,000
50% of Contingency*	$ 107,500
Sub-Total	$ 4,407,500
	x 7.5 %
FY22 Andersen Scope Fixed Fee	**$ 330,563**

**assumes the project has a 5% construction contingency*

Reimbursables:
Reimbursable expenses are billed separately from these fees, and would include such costs as mileage, printing, communications, etc. These are billed as they are accrued with no additional markup. We estimate approximately $4,500 in reimbursables per $1,000,000 of construction cost and, as such, propose billing actual reimbursables costs not to exceed $1,089 for immediate needs, $10,889 for the Science Lab renovations, $19,800 for FY22 scope, and $29,745 for FY23 scope.

We are ready and available for design to commence immediately. We are open to discuss this if this does not match your needs or meet your expectations. Please give me a call with any questions!

cc: Robert Sehm, Wold
Justin Wendt, Wold
Patrick Triggs, Wold
Aaron Ausing, Wold
Matt Mooney, Wold

LW/Promo/SSD_1/crsp/apr22

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 "Contractor" (collectively "parties") to provide Districtwide Waste Management to Plant Operations

TERM OF CONTRACT

1.1 This Contract is effective on 07/01/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2023, 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 $770,790.00. 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: 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:

(Printed)

Title:

Date: _____

CONTRACTOR NAME



Signature:

Daniel Mroczk

Name: ~~Scott Gaupp~~

(Printed)

Market Sales Manager

Title: ~~Senior Sales Representative~~

Date: 5/19/2022

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:

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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 Wide Area Transportation Services Inc (WATSI), "Contractor" (collectively "parties") to provide Transport Type III and HHM students for the District for 2022-2023 school year to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2023, 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:

Wide Area Transportation Services Inc (WATSI)

Attn:_____

Address: _____

Email: _____

Fax: _____

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: Sounitda (on behalf of COO) Saymongkhon
(Printed)

Title: _____

Date: _____

Wide Area Transportation Services Inc (WATSI)

By: _____

Name: JOSEPH TSENAC
(Printed)

Title: COO

Date: 5/31/22

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

Vendor will coordinate with MPS Transportation Staff to lay out routes for students to be picked up and transported to and from their homes and schools for FY23

Service Outcome

Students will be picked up in a timely manner and transported safely to their respective schools

Method of Evaluation

MPS Staff will receive weekly reports regarding on time delivery of students, and customer service.

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.

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. 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).

C. 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).

D. 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).

E. 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.

F. 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.

G. 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.

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

I. 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 on the bus or using the Synovia Fleet Tracking system
- 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.

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

K. 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.

L. 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

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

M. 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.

N. 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

II. 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 (provided by the District).

11. 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.

12. 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.

13. 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***

III. Contractor/Dispatch Requirements

14. 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.

15. At the start of each day, *Contractor* must ensure that scheduled equipment for the day has functioning GPS, tablet, and radio equipment.

16. Assure that *Contractor driver* is trained to 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

17. In the event of bus breakdown, the Contractor will either have their driver relay to District dispatch who will be responding, or the Contractor will notify District directly.

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

IV. Reporting

A. 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.

B. 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 wheelchair), license plate number, fuel type and installed District radio serial number (if applicable)

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

D. Driving records must be checked and provided to **MPS Transportation** at least **two (2) times** during a school year; **September 15 and January 15.** The cost for record checks shall be the Contractor's responsibility.

E. 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.

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

G. The Contractor must have a drug and alcohol testing program as prescribed by the US Department of Transportation 49 CFR Part 382 *et seq.*

Personnel

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

2. 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.

3. 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

4. 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.

5. 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.

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

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.

V. MPS will Provide

A. DIRECT DISTRICT SUPERVISION

1. 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.

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

3. 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.

B. Training

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

VI. 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, when applicable, 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 $67.00 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 (listed below) per each route bus AND standby bus specified in Section VII. B; the cost of the installation shall be the responsibility of the Contractor. The cost of the cellular service will be included in the lease rate.

Mpls School Transportation Radio Installation Pricing,

- Installation of radio and radio antenna, $150.00,

- Installation in bus with existing power cord and antenna coax, $100.00,
- Removal of radio only (not coax), $75.00,
- Removal of radio and GPS (not antenna), $95.00,
- Travel charge per visit, $85.00,
- Shop supply, $9.00,

F. 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:

1. Be constructed of durable industrial grade materials
2. Record both video and audio
3. Record a minimum of 12 hours of video
4. 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.
5. Be capable of recording from multiple cameras without reducing the quality or time of recording.
6. Be activated by the school bus ignition switch (not driver operated).
7. Be designed for school bus operation.
8. Be certified for operation in extreme cold conditions.
9. Record in a format that is convertible or exportable to standard media, including DVD or flash drive.
10. 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.

VII. VEHICLES – BUSES AND TYPE IIIs

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** 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)

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's name and route number for the convenience of students, parents, and administrators.

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.

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.

INVOICING

A. 1. Invoices shall be sent Bi-weekly to dawn.schnickel@mpls.k12.mn.us. Reged, SPED and HHM costs need to be listed separately, either three different lines or three different invoices.

2. Backup information shall be sent at the time of the invoice and shall include daily route information, AM, Midday, PM, CSP's & Miles if applicable. Each day needs to be listed for verification purposes.

3. Returned routes will not be paid for by MPS therefore should not be included on the invoice.

4. Administration costs (per V-A-3) will be applied monthly.

5. Late fees will be accessed quarterly, allowing time to review and respond.

B. 1. An Invoice template will be sent in a separate document with the contract to be used as a guideline.

COVID-19 COMPLIANCESERVICE PROVIDER COMPLIANCE REQUIREMENTS

A. The Contractor agrees to comply with all State, City and MPS regulations as they pertain to COVID-19 related rules and regulation.

B. The Contractor agrees to comply with the following MPS COVID-19 protocols

1. Conduct pre & post cleaning of buses daily
2. Sanitize each bus between each run daily
3. Utilize MPS approved cleaning solution
4. Conduct verbal employee wellness checks daily

C. Each Contractor shall provide training on COVID related cleaning methods.

D. Contractor must immediately notify the Director of Transportation Services of any employee absences due to illness. Contractor must follow established procedures for reporting results.

Appendix 4/EXHIBIT B

Contractor: Wide Area Transportation Services Inc.

I. PRICE AND RATE SCHEDULE FOR STUDENT TRANSPORTATION SERVICES

SCHOOL YEAR(S) 2022-2023

1. **Special Education and Special Needs Services – In-District.** The cost for all special education and special needs routes, including open-enrolled home-to-school transportation services and after school runs, for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		QUANTITY	Cost Per Route-Day	Cost Per ½ Route-Day	Cost Per Hour#
Van or Type III	Yes	No	60	$335.00	$223.00	
Bus Assistant/Aide#						*$30.00
Lift						

billed in quarter of an hour after the first hour

2. **Special Education and Special Needs Services (Item 3 above):**
   $ 21.00 per one-quarter (1/4) hour for time in excess of the route times, four (4) "live" hours per route-day or two (2) "live" hours per ½ route-day, whichever is greater, computed on a contractor daily and not an individual bus basis.
   * Minimum charge 2 hours a.m. and p.m

3. **Special Education Services – Out-of-District.** The cost for special education and special needs routes, shall be submitted for the days of school operation using the following unit costs:

Bus and Van Size	Lift?		QUANTITY	Cost Per Route-Day	Cost Per ½ Route-Day	Cost per Mile**	Cost Per Hour#
Type III		X	60	$335.00	$223.00		
Bus Assistant/Aide#							*$30.00
Lift	X		3	$335.00	$223.00		

billed in quarter of an hour after the first hour

** beyond 8 miles from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr

* Minimum charge 2 hours a.m. and p.m

4. **Special Education and Special Needs Services (Item 5 above):**
   $21.00per one-quarter (1/4) hour for time in excess of the route times, four (4) "live" hours per route-day or two (2) "live" hours per ½ route-day, whichever is greater, computed on a contractor daily and not an individual bus basis.

Minneapolis Public Schools
1250 W. Broadway Ave
Minneapolis, MN 55411
RFX@mpls.k12.mn.us

8. **Summer School Transportation Services**. The cost for all summer school regular, HHM or SPED bus and Type III van services, other than charters, using the following unit costs:

Bus and Van Size	Cost Per Hour	Cost Per Day	Cost Per ½ Day
Type III		$335.00	$223.00

Option: The rates for other transportation services can be quoted as a % of the rates for regular "to & from" transportation services. _____ % of regular and SPED transportation rates in items 1 through 6 above.

Minneapolis Public Schools
1250 W. Broadway Ave
Minneapolis, MN 55411
RFX@mpls.k12.mn.us

2022-2023 RESOLUTION FOR MEMBERSHIP
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE

RESOLVED, that the Governing Board of Minneapolis Public Schools, County of Hennepin, State of Minnesota delegates the control, supervision and regulation of interscholastic athletic and fine arts events (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the high schools listed below (name all high schools under your governing board):

Minneapolis Edison	**FAIR**
Heritage Academy	**Minneapolis North**
Minneapolis Patrick Henry	**Minneapolis Roosevelt**
Minneapolis South	**Minneapolis Southwest**
Minneapolis Washburn	**Wellstone International**

is/are authorized by this, the Governing Board of said school district or school to:

1. _____ Make new application for membership in the Minnesota State High School League; School Enrollment (grades 9-12):

   OR;

   ___X___ Renew its membership in the Minnesota State High School League; and,

2. Participate in the approved interschool activities sponsored by said League and its various subdivisions.

FURTHER RESOLVED, that this Governing Board hereby adopts the Constitution, Bylaws, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's *Official Handbook*, on file at the office of the school district or school, or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities, and that the administration and responsibility for determining student eligibility and for the supervision of such activities are assigned to the official representatives identified by this Governing Board.

Signing the Resolution for Membership affirms that this Governing Board has viewed the WHY WE PLAY training video which defines the purpose and value of education-based athletic and activity programs and assists school communities in communicating a shared common language.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Code of Student Conduct violations for students participating in activity programs by member schools.

The above Resolution was adopted by the Governing Board of this school district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

Signed: _____ Signed: _____
(Clerk/Secretary - Local Governing Board) (Superintendent or Head of School)

Date: _____ Date: _____

District/School Office Address: Minneapolis Public Schools, 1250 West Broadway Avenue, Minneapolis, Minnesota 55411

Head of School/Superintendent's Phone: 612-668-0200

Head of School/Superintendent's Email: MPSSup@mpls.k12.mn.us

This form must be completed and submitted to MSHSL <u>NOT LATER THAN JULY 31, 2022.</u> Retain one copy for the school files.

2022-2023 RESOLUTION FOR MEMBERSHIP

This information on page must be entered electronically on the MSHSL Resolution for Membership 2022-2023 Form on the League website once for each high school under your governing board.

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives
At the beginning of the League's fiscal year, the governing board of each member school shall designate two (2) representatives who are authorized to vote for the member school at all district, region and section meetings and on mail ballots where member schools are called upon to vote, such as district meetings, region meetings, and mail ballots.

One of the designated representatives shall be a member of the school's governing board and the other shall be an administrator or full-time faculty member of the member school.

In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

208.02 Designated Activity Representatives
At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

208.03 Local Advisory Committee
Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the school's membership in the MSHSL.

Name of School: **Minneapolis Edison**

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL
Designated School Board Member: **Jennifer Arneson**
Email Address: **Jenny.arneson@mpls.k12.mn.us**
Designated School Representative: **Brett McNeal**
Email Address: **Brett.mcneal@mpls.k12.mn.us**
208.02 ACTIVITY REPRESENTATIVES
Boys Sports: **Brett McNeal**
Girls Sports: **Brett McNeal**
Speech: **TBD**
Music: **Rebecca Totzke**
*Mailing Representative: **Brett McNeal**
*The Mailing Representative is the person to whom all mailings from the League office will be sent. Schools usually name the activity director as the primary recipient of the mailings and email messages.
208.03 LOCAL ADVISORY COMMITTEE MEMBERS
Board Member: **Jennifer Arneson**
Student: **TBD**
Parent: **TBD**
Faculty Member: **Brett McNeal**

Name of School: **FAIR**

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL
Designated School Board Member: **Adriana Cerrillo**
Email Address: **Adriana.Cerrillo@mpls.k12.mn.us**
Designated School Representative: **Kenneth Maxey**
Email Address: **Click or tap here to enter text.**
208.02 ACTIVITY REPRESENTATIVES
Boys Sports: **Kenneth Maxey**
Girls Sports: **Kenneth Maxey**
Speech: **TBD**
Music: **TBD**
*Mailing Representative: **Kenneth Maxey**
*The Mailing Representative is the person to whom all mailings from the League office will be sent. Schools usually name the activity director as the primary recipient of the mailings and email messages.
208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Board Member: **Adriana Cerrillo**
Student: **TBD**
Parent: **TBD**
Faculty Member: **Kenneth Maxey**

Name of School: **Heritage Academy**

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL
Designated School Board Member: **Kim Ellison**
Email Address: **Kim.Ellison@mpls.k12.mn.us**
Designated School Representative: **Adam Flanders**
Email Address: **Brett.mcneal@mpls.k12.mn.us**
208.02 ACTIVITY REPRESENTATIVES
Boys Sports: **Adam Flanders**
Girls Sports: **Adam Flanders**
Speech: **TBD**
Music: **TBD**
*Mailing Representative: **Adam Flanders**
*The Mailing Representative is the person to whom all mailings from the League office will be sent. Schools usually name the activity director as the primary recipient of the mailings and email messages.
208.03 LOCAL ADVISORY COMMITTEE MEMBERS
Board Member: **Kim Ellison**
Student: **TBD**
Parent: **TBD**
Faculty Member: **Adam Flanders**

Name of School: **Minneapolis North**

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL
Designated School Board Member: **Sharon El-Amin**
Email Address: **Sharon.El-Amin@mpls.k12.mn.us**
Designated School Representative: **Kale Severson**
Email Address: **Kale.severson@mpls.k12.mn.us**
208.02 ACTIVITY REPRESENTATIVES
Boys Sports: **Kale Severson**
Girls Sports: **Kale Severson**
Speech: **TBD**
Music: **TBD**
*Mailing Representative: **Kale Severson**
*The Mailing Representative is the person to whom all mailings from the League office will be sent. Schools usually name the activity director as the primary recipient of the mailings and email messages.
208.03 LOCAL ADVISORY COMMITTEE MEMBERS
Board Member: **Sharon El-Amin**
Student: **TBD**
Parent: **TBD**
Faculty Member: **Kale Severson**

Name of School: **Minneapolis Patrick Henry**

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL
Designated School Board Member: **Kimberly Caprini**
Email Address: **Kimberly.Caprini@mpls.k12.mn.us**
Designated School Representative: **Kenneth Maxey**
Email Address: **Kenneth.maxey@mpls.k12.mn.us**
208.02 ACTIVITY REPRESENTATIVES
Boys Sports: **Kenneth Maxey**
Girls Sports: **Kenneth Maxey**
Speech: **TBD**
Music: **Elizabeth Kotek**
*Mailing Representative: **Kenneth Maxey**
*The Mailing Representative is the person to whom all mailings from the League office will be sent. Schools usually name the activity director as the primary recipient of the mailings and email messages.
208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Board Member: **Kimberly Caprini**
Student: **TBD**
Parent: **TBD**
Faculty Member: **Kenneth Maxey**

Name of School: **Minneapolis South**

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL
Designated School Board Member: **Siad Ali**
Email Address: **Siad.Ali@mpls.k12.mn.us**
Designated School Representative: **Amy Cardarelle**
Email Address: **Amy.cardarelle@mpls.k12.mn.us**
208.02 ACTIVITY REPRESENTATIVES
Boys Sports: **Amy Cardarelle**
Girls Sports: **Amy Cardarelle**
Speech: **Chris Stinson**
Music: **Erick Sayre**
*Mailing Representative: **Amy Cardarelle**
*The Mailing Representative is the person to whom all mailings from the League office will be sent. Schools usually name the activity director as the primary recipient of the mailings and email messages.
208.03 LOCAL ADVISORY COMMITTEE MEMBERS
Board Member: **Siad Ali**
Student: **TBD**
Parent: **TBD**
Faculty Member: **Amy Cardarelle**

Name of School: **Minneapolis Roosevelt**

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL
Designated School Board Member: **Nelson Inz**
Email Address: **Nelson.Inz@mpls.k12.mn.us**
Designated School Representative: **Adam Flanders**
Email Address: **Adam.flanders@mpls.k12.mn.us**
208.02 ACTIVITY REPRESENTATIVES
Boys Sports: **Adam Flanders**
Girls Sports: **Adam Flanders**
Speech: **TBD**
Music: **Nick Wilson**
*Mailing Representative: **Adam.flanders@mpls.k12.mn.us**
*The Mailing Representative is the person to whom all mailings from the League office will be sent. Schools usually name the activity director as the primary recipient of the mailings and email messages.
208.03 LOCAL ADVISORY COMMITTEE MEMBERS
Board Member: **Nelson Inz**
Student: **Dennis Holte**
Parent: **Christine Walker**
Faculty Member: **Adam Flanders**

Name of School: **Minneapolis Southwest**

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL
Designated School Board Member: **Ira Jourdain**
Email Address: **Ira.Jourdain@mpls.k12.mn.us**
Designated School Representative: **TBD**
Email Address: **TBD**
208.02 ACTIVITY REPRESENTATIVES
Boys Sports: **TBD**
Girls Sports: **TBD**
Speech: **TBD**
Music: **Reid Wilson**
*Mailing Representative: **TBD**
*The Mailing Representative is the person to whom all mailings from the League office will be sent. Schools usually name the activity director as the primary recipient of the mailings and email messages.
208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Board Member: **Ira Jourdain**
Student: **TBD**
Parent: **TBD**
Faculty Member: **TBD**

Name of School: **Minneapolis Washburn**

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL
Designated School Board Member: **Ira Jourdain**
Email Address: **Ira.Jourdain@mpls.k12.mn.us**
Designated School Representative: **Giovan Jenkins**
Email Address: **Giovan.Jenkins@mpls.k12.mn.us**
208.02 ACTIVITY REPRESENTATIVES
Boys Sports: **Giovan Jenkins**
Girls Sports: **Giovan Jenkins**
Speech: **TBD**
Music: **Tim Martin**
*Mailing Representative: **Giovan Jenkins**
*The Mailing Representative is the person to whom all mailings from the League office will be sent. Schools usually name the activity director as the primary recipient of the mailings and email messages.
208.03 LOCAL ADVISORY COMMITTEE MEMBERS
Board Member: **Ira Jourdain**
Student: **TBD**
Parent: **TBD**
Faculty Member: **Giovan Jenkins**

Name of School: **Wellstone International**

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL
Designated School Board Member: **TBD**
Email Address: **TBD**
Designated School Representative: **Amy Cardarelle**
Email Address: **Amy.cardarelle@mpls.k12.mn.us**
208.02 ACTIVITY REPRESENTATIVES
Boys Sports: **Amy Cardarelle**
Girls Sports: **Amy Cardarelle**
Speech: **TBD**
Music: **TBD**
*Mailing Representative **Amy Cardarelle**
*The Mailing Representative is the person to whom all mailings from the League office will be sent. Schools usually name the activity director as the primary recipient of the mailings and email messages.
208.03 LOCAL ADVISORY COMMITTEE MEMBERS
Board Member: **TBD**
Student: **TBD**
Parent: **TBD**
Faculty Member: **Amy Cardarelle**

Minnesota State High School League
2100 Freeway Blvd., Brooklyn Center, MN 55430-1735
763-560-2262, Fax: 763.569.0499

Application for Cooperative Sponsorship

Deadline: Not later than 30 days prior to the first day of practice for that sport season.
PLEASE SEE BYLAW 403.2 (A-C) and 403.4 (A-D) (amended May 15, 2017) FOR INFORMATION REGARDING REQUIRED DOCUMENTATION AND APPLICATION PROCEDURE

The governing boards of each participating school must jointly make application for cooperative sponsorship.

On behalf of the following schools, we hereby apply for cooperative sponsorship of Wrestling (activity) (boys' or girls') (Adapted-CI or PI)
beginning with the **20** 22 **- 20** 23 school year.

List **ALL** schools included in the cooperative sponsorship. *Attach another form if necessary.*

	School	Enrollment (9-12)*	City	Administrative Region**	Competitive Section**
High School #1:	Roosevelt	910	Minneapolis	6AA	5AA
High School #2:	South	1540	Minneapolis	6AA	5AA
High School #3:					
High School #4:					

*Enrollment reported to the State of Minnesota on October 1 of the previous school year. **Current (Number and Class)

1. Do any of the above schools belong to a conference in this activity?
   ☒ **Yes** This application must include a review and comments from the conference(s) of which the schools are members.
   ☐ **No**
2. Do any of the above schools currently have a cooperative agreement in this activity?
   ☐ **Yes** An application for dissolution must be submitted for the existing agreement.
   ☒ **No**
3. Describe the conditions which have prompted your request to co-sponsor this activity. (See model resolution at www.mshsl.org/About MSHSL/Membership Information: A History & Model Resolution for School Boards)
   Low numbers and the school redistricting will send feeder program to Roosevelt.
4. List the number of students, by grade level, who participated in this activity during the previous year. *If the school did not sponsor the program last year, indicate the number of students expected to participate in this cooperatively-sponsored activity this year if approved.*

	7th	8th	9th	10th	11th	12th
High School #1			3	2	3	4
High School #2			3	2	5	9
High School #3						
High School #4						

5. Team Identification: (Indicate how cooped schools should be identified in tournament programs): Roosevelt/South
6. Team Colors: Maroon, Gold, Orange, Black Team Mascot: Teddies / Tigers
7. Host School (school that will receive revenue share check): Roosevelt

Board of Education (or designee)	School	Date
Signed		
Signed		
Signed		
Signed		

Official Action of the MSHSL Board of Directors

☐ Approved ☐ Not Approved

Signature: _____ Date: _____
MSHSL Executive Director

Special School District Number 1
Board of Education Resolution

MINNEAPOLIS
PUBLIC SCHOOLS

Resolution No. 2022-0039
June 14, 2022

Resolution Authorizing Acceptance of Easement for Community Solar Garden Transformer

WHEREAS, Minneapolis Public Schools seeks to support solar power development in Minneapolis; and

WHEREAS, the community solar array on the North High School roof is ready for connection to the electrical grid so solar power subscriptions can be offered to the public; and

WHEREAS, Xcel Energy requires an easement to place the transformer for the solar array and the community solar garden; and

WHEREAS, Board of Education policy 3270 requires the Board to approve leases of District property.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby authorizes the easements to install the transformer for the community solar garden connection at North High School. The Minneapolis School Board further resolves that the Senior Operations Officer can sign the agreements for said property.

ADOPTED this 14 day of June 2022.

Kim Ellison, Chair

Nelson Inz, Clerk

RECORD OF BOARD VOTE (2022-0039)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Arneson				
El-Amin				
Ali				
Cerrillo				
Inz				
Jourdain				
Booker				
Caprini				
Ellison				

North High Community Solar Garden Utility Transformer Acknowledgement

Property ID number:
16-029-24-34-0046

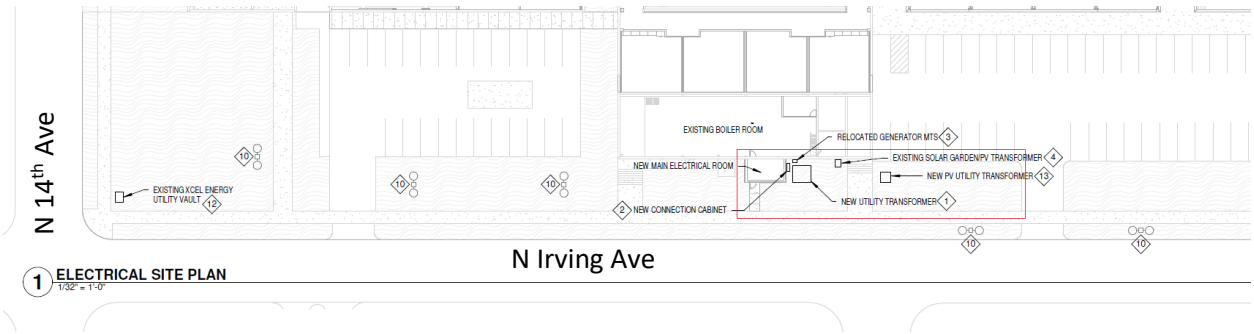
Address:
1500 JAMES AVE N
Municipality:
MINNEAPOLIS 55411

Owner name:
SPECIAL SCHOOL DIST NO 1
Taxpayer name and address:
NORTH HIGH SCHOOL
SPEC SCHOOL DIST 1
1250 WEST BROADWAY AVE
MINNEAPOLIS MN 55411

Owner acknowledges that the Community Solar Garden Utility Transformer will be placed near the main service transformer as shown within the red box on the site plan below.

Owner-Authorized Signer:

Easement Exhibit:



No survey

Name of CSG: North High School Community Solar Garden, LLC

Xcel Approval:

Special School District Number 1
Board of Education Resolution

MINNEAPOLIS
PUBLIC SCHOOLS

Resolution No. 2022-0044
June 14, 2022

Resolution Authorizing Temporary Construction and Access Easement at Whittier

WHEREAS, Minneapolis Public Schools, grantors, and owners of the parcel of land known as 315 W 26th Street, Minneapolis, MN, for and in consideration of the work to be done by the City and the agreements hereinafter contained; and

WHEREAS, grant to the City of Minneapolis, Grantee, for a period of time terminating upon the completion of the Whittier Safe Routes to School Project, but no later than November 15, 2022; and

WHEREAS, the right to do certain construction work within a portion of the subject property described as: adjusting of the school driveway to better align with the cross street; and

WHEREAS, this requires movement of the existing curb line within the right of way within the Subject Property. The curb line will be adjusted to fit the designed driveway and ADA crossings and requires approximately 519 square feet of the Subject Property to be corrected and/or adjusted.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby authorizes the temporary construction and access easement to do certain construction work within a portion of the subject property at 315 W 26th Street for the Whittier Safe Routes to School Project.

ADOPTED this 14th day of June 2022.

Kim Ellison, Chair

Nelson Inz, Clerk

RECORD OF BOARD VOTE (2022-0044)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Arneson				
El-Amin				
Ali				
Cerrillo				
Inz				
Jourdain				
Booker				
Caprini				
Ellison				

Temporary Construction and Access Easement

Special School District No 1, Grantors, and owners of the parcel of land known as **315 W 26th Street**, (PIN 3402924320382), (hereafter called "**Subject Property**") Minneapolis, Minnesota, for and in consideration of the work to be done by the City and the agreements hereinafter contained, hereby grant to the City of Minneapolis ("City"), Grantee, for a period of time terminating upon the completion of the **Whittier Safe Routes to School Project**, but no later than November 15, 2022, the right to do certain construction work within a portion of the subject property described as:

Adjusting of the school driveway to better align with the cross street. This requires movement of the existing curb line within the right of way within the Subject Property. The curb line will be adjusted to fit the designed driveway and ADA crossings. This requires approximately 519 square feet of the Subject Property to be corrected and/or adjusted.

Scope of Work: Grading, concrete curb, concrete sidewalk, and bituminous pavement.

The Grantors affirm the ownership and are in possession of the subject property, and have the lawful right and authority to convey and grant this license and permit.

The Grantors hereby grant to the City of Minneapolis, its officers, agents and employees, the right to enter upon the subject property to the extent necessary for the proper performance of said work as deemed necessary or advisable by the City Engineer, in connection with the above Project. This permission is granted on the condition that the City will, in connection with the work to be done on the Grantor's property, restore or replace all items necessarily removed or damaged by the City in the performance of said work.

The Grantors, their successors and assigns, hereby release the City, its officers, agents, and employees, from any and all actions, claims or demands, of any nature whatsoever for any damages to City property and Grantor's adjoining property, including personal property thereon, by reason of such work and improvements so performed by the City, except as are caused by the negligence of the City, its officers, agents and employees.

Date_____

_____
Property Owner

Date_____

_____
City of Minneapolis representative

This document drafted by:
City of Minneapolis
Transportation Engineering & Design Division
505 4th Ave S, Room 410A
Minneapolis MN 55415

Special School District Number 1
Board of Education Resolution

MINNEAPOLIS
PUBLIC SCHOOLS

Resolution No. 2022-0045
June 14, 2022

Resolution authorizing and delegating authority for Wellstone High School lease agreement

WHEREAS, Wellstone students qualify under Minnesota Statute 124D.68, Graduation Incentives, to participate in Early Middle College as an approved Post-Secondary Enrollment Option (PSEO);

WHEREAS, Wellstone has utilized this opportunity to partner with Minneapolis Community and Technical College's (MCTC), Destination Diploma Degree (D3), for the past seven years; and

WHEREAS, Wellstone is continuing this partnership with MCTC for SY 22-23 and has over 30 students projected to enroll as part of the Early Middle College Program in SY 22-23; and

WHEREAS, co-location of Wellstone within MCTC validates and uplifts MPS' commitment for all students to have access to advanced academic opportunities.

WHEREAS, reduced transition time for students enrolled in Early Middle College to attend classes between MPS and MCTC, and select site-based opportunities on campus would be available to all Wellstone students; and

WHEREAS, co-location at MCTC would allow Wellstone students to be in a more conducive, age-appropriate environment as Wellstone students are typically older than the average high school students; and

WHEREAS, the terms of this lease agreement shall be for a period of five years with a six-month cancelation clause and an annual lease cost not to exceed $250,000; and

WHEREAS, Minneapolis Public Schools will be responsible for facility modifications, not exceeding $150,000 and these costs may be consolidated into the lease payments over time.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby delegates the authority to the Superintendent or designee to negotiate and finalize a lease agreement for Wellstone International High School to collocate at Minneapolis Community and Technical College located at 1501 Hennepin Ave, Minneapolis, MN 55403.

ADOPTED this 14th day of June 2022.

Kim Ellison, Chair

Nelson Inz, Clerk

RECORD OF BOARD VOTE (2022-0045)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Arneson				
El-Amin				
Ali				
Cerrillo				
Inz				
Jourdain				
Booker				
Caprini				
Ellison				

LEASE AGREEMENT

This Lease Agreement ("Lease") is made this ___31___ day of _____May_____, 2022, by and between Special School District No. 1, also known as Minneapolis Public Schools (MPS), a public body corporate and politic under the laws of the State of Minnesota ("Landlord") and Minneapolis Urban Robotics Alliance (MURA), a Minnesota non-profit organization ("Tenant").

1. RECITALS

(A) MURA desires to lease space in Lincoln School to further the partnership that has been in place since 2017.

(B) MURA's FIRST Robotics field is installed in the Lincoln gymnasium and currently serves middle school and high school students across MPS and the greater Twin Cities metro area; and,

(C) The mission of MPS is to support our student's growth into knowledgeable, skilled and confident citizens; and,

(D) The partnership with MURA assists MPS in furthering our efforts to ensure every MPS student is learning and career or college ready by offering accessible STEM enrichment to MPS students; and,

(E) leveraging the services and resources provided by MURA continues to be in alignment with the District's academic investments in STEM; and,

(F) MURA agrees to focus on service MPS students from neighborhoods near MURA Field at Lincoln School.

2. LEASED PREMISES. Landlord does hereby lease to Tenant and Tenant does hereby take from Landlord one site, which is located at one facility/property owned by Landlord (individually and collectively, the "Leased Premises"). Each site that Tenant leases from Landlord pursuant to this Lease is listed and described on the attached Exhibit A. Tenant shall only be permitted to use the site during the days of the week and times stated in "Use Schedule" column set forth in Exhibit A.

3. TERM; EARLY TERMINATION.

(A) Term and Expiration. The term of this Lease shall commence on April 1, 2022, and shall expire on June 30, 2025, or such earlier date as provided herein (the "Term"). Tenant must notify the Landlord in writing of Tenant's intent to renew no later than 120 days prior to the expiration of the Term or the Renewal Term.

(B) Early Termination. This Lease may or Tenant's lease of any individual site listed on Exhibit A may be cancelled with or without cause by either party upon 45 days' written notice.

4. RENT. No rent shall be charged by Landlord under this Lease.

5. COST FOR CUSTODIAL TIME. No cost for custodial time shall be charged by Landlord under this Lease. To ensure the District's investment is supporting MPS students,

MURA shall provide annual reporting, which will include all metro area schools represented and number of students from each school, by June 30 of each year.

6. USE RESTRICTIONS.

(A) The Leased Premises must only be used by Tenant as facilities for workshops, scrimmages, and events related to FIRST Robotics program. Tenant must not hold classes or competitions in the Leased Premises during any weather-related school cancellations by Landlord. Tenant must comply with all applicable laws, ordinances, governmental regulations, and Landlord's policies and rules in using the Leased Premises. Tenant shall not do anything in or about the Leased Premises which would in any way impair or invalidate the obligation of the insurer under any policy of insurance required by this Lease.

(B) Tenant shall not place or permit signs on the exterior or that are visible from the exterior of the Leased Premises, on the exterior of the building in which the Leased Premises is located, or elsewhere on the property in which the Leased Premises is located, unless otherwise approved in writing by Landlord.

(C) In the event of an emergency, as determined by Landlord in its sole discretion, Landlord shall have the right and privilege to enter and use any of the Leased Premises for the duration of the emergency. Following Landlord's emergency use of the Leased Premises, possession of the Leased Premises during the designated times set forth in the Use Schedule attached as Exhibit A shall be returned to Tenant. Landlord reserves the right to close some or all of the Leased Premises due to inclement weather or maintenance or repair of the Leased Premises. Landlord will attempt to provide reasonable advance notice to Tenant of such closure, however, due emergency circumstances such as weather conditions, advance notice of the closure may not be feasible.

(D) Tenant and its officials, employees, agents, contractors, and invitees may use the bathrooms on the Leased Premises during the operating hours of the buildings in which the Leased Premises are located.

(E) Tenant must implement a COVID-19 plan consistent with the current policy of Minneapolis Public Schools. Landlord may immediately terminate this Lease if Tenant fails to follow MPS requirements.

7. ENVIRONMENTAL. Tenant agrees that throughout the term of the Lease, it shall not use the Leased Premises for the storage, handling, transportation, or disposal of any Hazardous Substances. "Hazardous Substances" for purposes of this Lease shall be interpreted broadly to include, but not be limited to, any material or substance that is defined, regulated or classified under any Environmental Law or other applicable federal, state or local laws and the regulations promulgated thereunder as: (i) a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14), the Federal Water Pollution Control Act, 33 U.S.C. §1321(14), as now or hereafter amended; (ii) a "hazardous waste" pursuant to Section 1004 or Section 3001 of the Resource Conservation and

Recovery Act, 42 U.S.C. §§6903(5) , 6921, as now or hereafter amended; (iii) toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. §1317(a)(1) as now or hereafter amended; (iv) a "hazardous air pollutant" under Section 112 of the Clean Air Act, 42 U.S.C. §7412(a)(6), as now or hereafter amended; (v) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. §5102(2), as now or hereafter amended; (vi) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; or (vii) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances or regulations, as now or as may be passed or promulgated in the future. "Hazardous Substances" shall also mean any substance that after release into the environment or upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities and specifically includes, but is not limited to, asbestos, polychlorinated biphenyls ("PCBs"), radioactive materials, including radon and naturally occurring radio nuclides, natural gas, natural gas liquids, liquefied natural gas, synthetic gas, and urea formaldehyde.

Tenant will be solely liable for and will defend, indemnify, and hold Landlord, its officials, employees, contractors, and agents harmless from and against any and all claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with Tenant's use, storage, handling, transportation, or disposal of Hazardous Substances on, at or under the Leased Premises, including cleanup or restoration of the Leased Premises if such cleanup or restoration is required by a governmental agency and directly related to the acts or omissions of Tenant. In no event will Tenant be responsible for the pre-existing condition of the Leased Premises.

The obligations of this paragraph shall survive the expiration or other termination of this Lease.

8. UTILITIES AND TAXES. Landlord shall pay all charges for all utilities, including water, sewer, gas, electric, garbage and refuse removal, Internet service, and cable/satellite television services to the Leased Premises. Landlord shall be responsible for paying all taxes, special assessments, or similar charges which are assessed, levied, charged, or imposed by any public authority upon the Leased Premises.

9. MAINTENANCE AND REPAIR OF THE PROPERTY. Landlord shall maintain the Leased Premises and the facilities and grounds of which the Leased Premises are a part in a safe and sanitary condition, free from debris, ice, and snow. Landlord shall be responsible for the operation, maintenance, and security of the Leased Premises, all wages, salaries, and related expenses of all on-site employees engaged in these activities, and all supplies and materials used in its operation and maintenance of the Leased Premises. Landlord shall be responsible for charges rendered under any maintenance and service agreements for the Leased Premises and the equipment therein and administrative costs for services that are directly connected to the operation of the Leased Premises. Landlord shall be responsible for any and all maintenance costs related to public areas of the buildings in which the Leased Premises are located, including all bathrooms, hallways, entrances, sidewalks, landscaping, parking lots, driveways, and service areas. Landlord

will not be responsible for maintenance or repair of any equipment, furniture, or other fixtures installed by Lessee.

Tenant shall, at all times throughout the term of this Lease, and at its sole expense, clean robotics/equipment area, keep the Leased Premises and fixtures in at least as good condition as existed on the date of this Lease, reasonable wear and tear excepted. Tenant shall not allow any liens or encumbrances to be placed on the Leased Premises.

10. CONDITION OF LEASED PREMISES. Tenant agrees that by executing this Lease that it is accepting the Leased Premises in its present condition "AS IS" and that Landlord has made and makes no representations or warranty of any kind about the condition of the Leased Premises or its fitness for Tenant's use. Tenant agrees that it will return the Leased Premises to the condition found at the commencement of this Lease, reasonable wear and tear excepted.

11. ALTERATION OR IMPROVEMENT OF THE LEASED PREMISES. Tenant may make alterations or improvements in or to the Leased Premises only upon obtaining Landlord's prior written consent. Any approved alterations or improvements shall be made at Tenant's expense unless Landlord has agreed to pay for them. If an improvement or alteration is authorized by Landlord, the parties shall execute an amendment to this Lease that includes an improvement schedule that includes a description of the improvement or alteration, the value of the improvement or alteration and the date that the improvement or alteration was made. Any alterations or improvements made to the Leased Premises during the term of this Lease shall become the sole property of Landlord upon termination or expiration of the Lease term. Tenant agrees to pay all sums of money in respect of any labor, service, materials, supplies, or equipment furnished or alleged to have been furnished to Tenant in or about the Leased Premises, and not furnished on order of Landlord.

12. INDEMNIFICATION; COVENANTS TO DEFEND AND HOLD HARMLESS.

(A) To the fullest extent permitted by law, Tenant agrees to indemnify Landlord, its officials, employees, contractors, agents, and others acting on its behalf, to hold them harmless, and to defend and protect them, from and against any and all loss, damage, liability, cost, and expense (specifically including reasonable attorneys' fees and other costs and expenses of defense), of any sort whatsoever, based upon, resulting from, or otherwise arising out of and in connection with any actions, claims or proceedings (from any source whatsoever) brought, or any loss, damage or injury of any type whatsoever sustained, by reason of any act or omission of Tenant, its officers, employees, contractors, invitees, or agents, or any other persons or entities for whose acts or omissions Tenant is legally responsible, in the performance of any of Tenant's obligations (whether express or implied) under this Lease.

(B) Tenant, its officers, employees, contractors, agents, and others acting on its behalf agree to indemnify, defend, and hold harmless Landlord, its officials, employees, contractors, agents, and other acting on its behalf from any and all claims, losses, damages, liabilities, causes of action, judgments, costs or expenses, including reasonable attorneys' fees which may be imposed upon or incurred by or asserted against Landlord or its officials, employees, contractors, agents, and others acting on its behalf with respect to any use, nonuse, or condition of the Leased Premises created by the Tenant or its invitees or attributable to the Tenant's use or manner of use of the Leased Premises.

(C) Notwithstanding anything to the contrary in this Lease, Landlord does not waive any statutory limited immunity from municipal tort liability available to it under Minnesota Statutes, Chapter 466 or as otherwise provided. Such statutory limited immunity shall apply whether an action, claim, demand, or lawsuit is initiated by Tenant or by any third party. In no event, shall Tenant assert or rely upon such statutory limited liability of Landlord to avoid liability for any act for which Tenant would otherwise be legally responsible.

(D) Nothing in this Lease shall be deemed to limit Landlord's right to have access to the Leased Premises, or to exercise its remedies under the Lease, or to make applications to a governmental entity with respect to the Leased Premises, or to protest taxes or assessments related to the Leased Premises, or to take other similar action with respect to the Leased Premises as a responsible landlord would elect.

(E) The obligations of this paragraph shall survive the expiration or other termination of this Lease.

13. CASUALTY INSURANCE AND WAIVERS OF CLAIMS.

(A) Personal Property Insurance: All personal property kept, maintained, or stored on the Leased Premises shall be kept, maintained, or stored at the sole risk of Tenant. Tenant shall carry insurance for the full insurable value of Tenant's supplies, materials, furnishings, vehicles, equipment, and all other items of personal property of Tenant located on or within the Leased Premises

(B) Liability Insurance. Tenant will keep in force general commercial liability insurance in amount not more than $1,000,000 per claimant for death, bodily injury, personal injury, property loss, and damages and $2,000,000 for total personal injury, bodily injury, property loss and damages.

(C) Property Insurance. Landlord will carry insurance during the term of this Lease at its expense for the full insurable value of the Leased Premises, including the buildings, with the exception of any tenant improvements, fixtures, and Tenant's personal property located on or within the Leased Premises. Tenant hereby waives and releases all claims, liabilities, and causes of action against Landlord and its officials, employees, contractors, and agents for loss or damage to, or destruction of any tenant improvements, fixtures, and personal property of Tenant, located in, upon or about the Leased Premises.

14. QUIET ENJOYMENT. Landlord warrants that it has full right to execute and to perform this Lease and to grant the rights contained herein, and that Tenant, upon its performance of all of the terms, conditions, covenants and agreements on its part to be observed and performed under this Lease and notwithstanding the use restrictions set forth in paragraph 4 of this Lease and Landlord's shared use of the Leased Premises as detailed on Exhibit A may peaceably and quietly enjoy the Leased Premises subject to the terms and conditions of this Lease.

15. ASSIGNMENT OR SUBLETTING. Tenant shall not sublet any portion of the Leased Premises or transfer or assign this Lease without obtaining the prior written consent of Landlord. Landlord's right to assign this Lease is and shall remain unqualified.

16. SALE OR ENCUMBRANCE OF THE PROPERTY. If Landlord sells or otherwise voluntarily conveys the Leased Premises during the term of this Lease, this Lease shall terminate.

17. HOLDING OVER. If Tenant remains in possession of the Leased Premises after the expiration or termination of this Lease, it shall be deemed to be occupying the Leased Premises as a tenant at sufferance, subject to all the conditions, provisions, and obligations of this Lease insofar as the same can be applicable to a tenancy at sufferance.

18. SURRENDER. Upon expiration or termination of this Lease, Tenant shall peaceably surrender the Leased Premises and remove all debris and personal property from the Leased Premises. Tenant shall not remove any of the immovable fixtures. Tenant shall be conclusively deemed to have abandoned any personal property not removed prior to the effective date of the termination of this Lease or Tenant's surrender of the Leased Premises. All debris and personal property may be disposed of by Landlord. Tenant shall be responsible for any disposal costs.

19. ACCESS TO PROPERTY. Tenant agrees to permit Landlord and the authorized representatives of Landlord to enter the Leased Premises at all times including but not limited to for the purpose of inspecting the same and conducting such maintenance and repairs to the Leased Premises as may be desired by Landlord.

Landlord shall furnish Tenant with two sets of keys for the corridor door and permitted room doors at the Leased Premises. Tenant shall not be permitted to have keys made, nor shall Tenant alter any lock or install a new or additional lock or bolts on any door of the Premises without Landlord's prior written consent. Tenant, upon the expiration or earlier termination of this Lease, shall deliver to Landlord all keys.

20. DEFAULT OF TENANT.

(A) Events of Default: The occurrence of any one or more of the following events shall constitute an Event of Default:

(1) Tenant's failure to operate robotics programming at the Leased Premises for a period of 120 days;

(2) Tenant's failure to maintain the insurance required herein, which failure remains uncured for 15 days following the written notice to Tenant of Tenant's failure to perform such obligation;

(3) Tenant's attempt to sublet any portion of the Leased Premises, or assign its interest under this Lease without the written permission of Landlord;

(4) Tenant files or has filed against it any bankruptcy, receivership, or other creditor's action or makes an assignment for the benefit of creditors;

(5) Tenant's failure to fully perform any of its obligations, other than the obligations referenced in subsections (1), (2), (3), or (4) above, which failure remains uncured for 30 days following Landlord's written notice to Tenant of its failure to perform such obligation.

(B) Landlord's Remedies: If an Event of Default occurs, Landlord shall have the following remedies:

(1) Landlord may, but shall not be obligated to, and without notice to or demand upon Tenant and without waiving or releasing Tenant from any obligations of Tenant under this Lease, pay or perform any obligations of Tenant; pay any cost or expense to be paid by Tenant; obtain any insurance coverage and pay premiums therefor; and make any other payment or perform any other act on the part of Tenant to be made and performed as provided for in this Lease, in such manner and to such extent as Landlord may deem desirable, and in exercising any such right, may also pay all necessary and incidental costs and expenses, employ counsel and incur and pay attorneys' fees.

(2) Neither the passage of time after the occurrence of an Event of Default nor Landlord's exercise of any other remedy with regard to such Event of Default shall limit Landlord's right to terminate the Lease by written notice to Tenant.

(3) Landlord may, whether or not Landlord has elected to terminate this Lease, immediately commence summary proceedings in unlawful detainer to recover possession of the Leased Premises. In the event of the issuance of a writ of restitution in such proceeding, upon Landlord's reentry upon and repossession of the Leased Premises, Landlord may remove Tenant and all other persons from the Leased Premises (subject to Tenant's right and responsibility to remove its personal property pursuant to paragraph 16). In the event Landlord reenters the Leased Premises pursuant to this paragraph and Tenant fails to remove its personal property within the time period provided in paragraph 16, all items of personal property not removed by Tenant within said period shall be deemed abandoned, and title thereto shall transfer to Landlord at the expiration of such period or, upon Tenant's vacation of the Leased Premises. These items may be disposed of by Landlord. Tenant shall be responsible for all disposal costs.

(4) In addition to all other remedies of Landlord, Landlord shall be entitled to reimbursement upon demand of all reasonable attorneys' fees which Landlord incurs in connection with any Event of Default.

(5) Landlord may initiate legal proceedings to enforce the provisions of this Lease.

No remedy provided for herein or elsewhere in this Lease or otherwise available to Landlord by law, statute, or equity, shall be exclusive of any other remedy, but all such remedies shall be cumulative and may be exercised from time to time and as often as the occasion may arise.

21. DAMAGE OR DESTRUCTION. If any of the Leased Premises is damaged or destroyed, Landlord has no obligation to repair or rebuild the Leased Premises and may instead opt to terminate this Lease or amend this Lease so that it no longer includes that facility.

22. EMINENT DOMAIN. If the whole or any part of the Leased Premises shall be taken by any public authority under the power of eminent domain, Tenant shall have no claim to, nor shall Tenant be entitled to, any portion of any award, for damages or otherwise. In the event only a portion of the Leased Premises are taken, the Lease shall terminate as to the part taken, and the rent and other charges herein reserved shall be adjusted for the remainder of the Leased Premises.

23. GENERAL.

(A) Relationship of Landlord and Tenant: The Lease does not create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, the sole relationships between the parties hereto being that of landlord and tenant under this Lease.

(B) Waiver: No waiver of Landlord's remedies upon the occurrence of an Event of Default shall be implied from any omission by Landlord to take any action on account of such Event of Default, and no express waiver shall affect any Event of Default other than the Event of Default specified in the express waiver and such an express waiver shall be effective only for the time and to the extent expressly stated. One or more waivers by Landlord shall not then be construed as a waiver of a subsequent Event of Default.

(C) Choice of Law: The laws of the State of Minnesota shall govern the validity, performance, and enforcement of this Lease.

(D) Time: Time is of the essence in the performance of all obligations under this Lease.

(E) Notices and Demands. Except as otherwise expressly provided in this Lease, any notice, demand, or other communication under the Lease any related document by either party to the other shall be sufficiently given or delivered if it is dispatched by certified mail, return receipt requested or delivered personally to:

(1) in case of Tenant

Minneapolis Urban Robotics Alliance
6417 Penn Ave S, Suite 8, IPMB 1019
Minneapolis, MN 55423
Attn: Tim Dirr

(2) in the case of Landlord:

Minneapolis Public Schools
Special School District No. 1

1250 West Broadway Avenue
Minneapolis, MN 55411
Attn: Real Estate Office

With a copy to:

General Counsel
Minneapolis Public Schools
1250 West Broadway Avenue
Minneapolis, MN 55411

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph 20.

(F) Entire Agreement and Amendment: This Lease constitutes the entire agreement between Landlord and Tenant affecting the Leased Premises and there are no other agreements, either oral or written, between the parties other than said documents and as are herein set forth. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and executed in the same form and manner in which this Lease is executed. If Tenant either leases an additional site from Landlord or vacates a site listed on Exhibit A, this Lease will need to be amended and Exhibit A replaced.

(G) Successors and Assigns: The terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

(H) Severability. Each provision of this Lease is intended to be severable. If a provision of this Lease is held by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this Lease.

(I) Authority to Execute. Each party represents and warrants to the other that (i) it has the full right, power and authority to execute this Lease and has the power to grant all rights hereunder; (ii) its execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on said party; and (iii) the execution and delivery of this Lease, and the performance of its obligations hereunder, have been duly authorized by all necessary personnel or corporate officers and do not violate any provision of law or the party's certificate of incorporation or bylaws or any other arrangement, provision of law or court order or decree.

IN WITNESS WHEREOF, Landlord and Tenant have caused these presents to be executed in form and manner sufficient to bind them at law, as of the day and year first above written.

MINNEAPOLIS URBAN ROBOTICS ALLIANCE

By: _Timothy Dirr_____

Its: _President_____

Date: _31 May 2022_____

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Its: _____

Date: _____

EXHIBIT A-1

Leased Premises (floor 1)



First Floor Plan

MURA permitted rooms

EXHIBIT A-2

Leased Premises (floor 2)

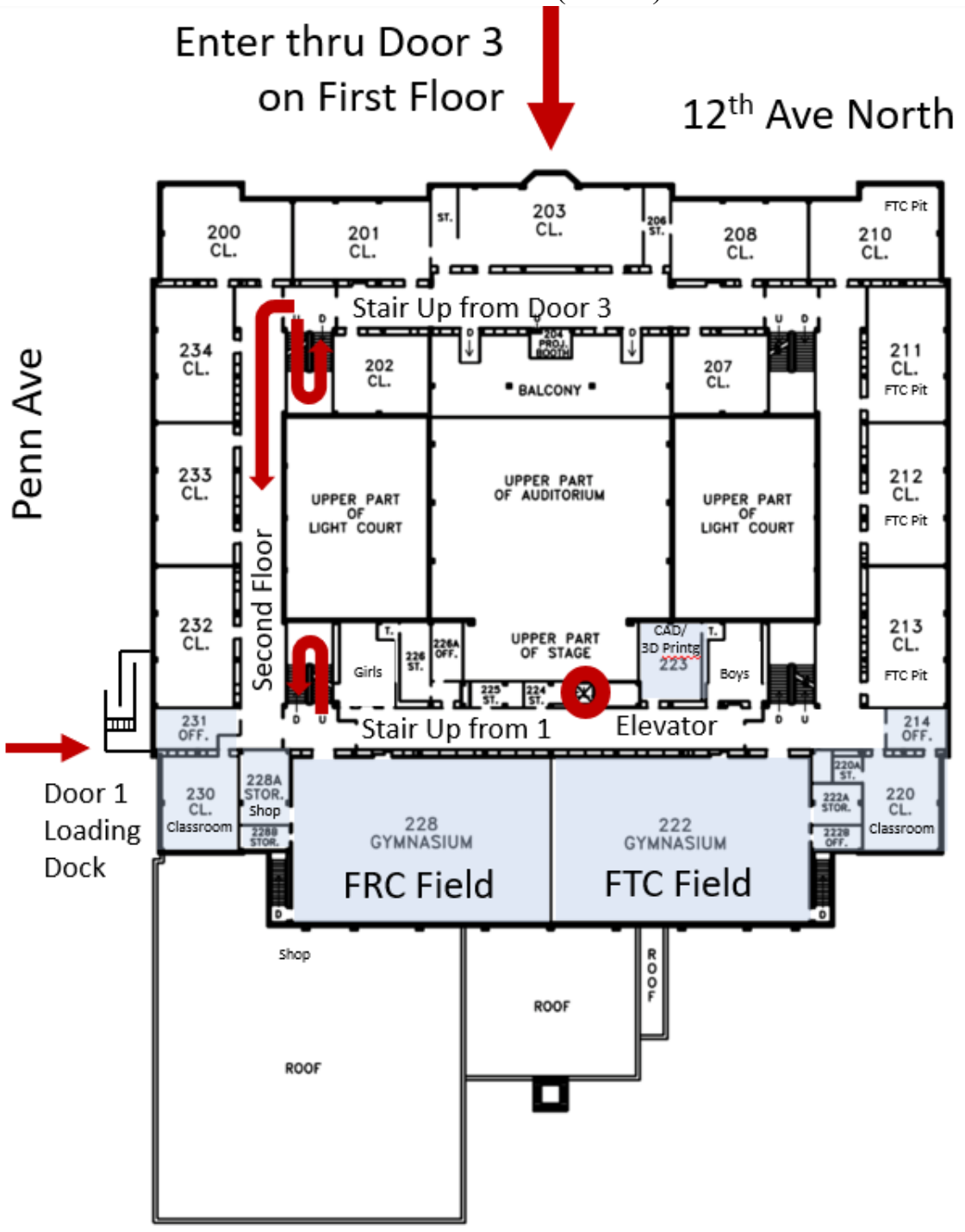


EXHIBIT B -1

Days and Hours of MURA Access:

Tuesday, 6pm – 9pm
Thursday, 6pm – 9 pm
Saturday, 9am – 5pm

During weeks with any days of academic year instruction but not to exceed September 1 – June 30 annually.

MURA will be unable to access the premises the following dates due to elections:

Tuesday, August 9, 2022
Tuesday, August 8, 2023
Tuesday, August 6, 2024

Tuesday, November 8, 2022
Tuesday, November 7, 2023
Tuesday, November 5, 2024

THIRD AMENDMENT TO USE AND MANAGEMENT AGREEMENT

This Third Amendment ("Amendment") made and entered into by and between Special School District No. 1 ("School District") a public school district created and existing pursuant to Minnesota law, and YWCA of Minneapolis, a Minnesota non-profit corporation ("YWCA"), hereby referenced also as Parties.

WHEREAS: The School District and YWCA entered into a certain Use and Management Agreement as of December 1998, amended by Amendment to Use Agreement, effective as of July 1, 2020, and by Second Amendment to Use and Management Agreement, fully executed as of May 4, 2021, for programming and use within the Sports Facility Site and the Community Facility Site (as amended to date, the "Agreement") (terms used in this Amendment shall have the means ascribed by the Agreement);

WHEREAS: Per Section 3, of the Agreement the School District and YWCA acknowledge and agree the twenty (20) year Initial Term of the Agreement commenced on July 1, 2000, the date on which the School District first occupied the Premises, giving the Initial Term of the Agreement an expiration date of June 30, 2020;

WHEREAS: The School District and YWCA agreed to continue the Agreement for one (1) additional year from July 1, 2020 through June 30, 2021, pursuant to the First Amendment. Then the Parties agreed to once more extend the Agreement from July 1, 2021 through June 30, 2022 which was the Second Amendment to the Agreement.;

WHEREAS: The School District and YWCA wish to exercise the first ten (10) year renewal per Section 3 (b) in the Agreement and amend other provisions of the Agreement;

NOW THEREFORE: The Parties agree to exercise the first renewal pursuant to Section 3 (b). This renewal shall be in effect from July 1, 2020 through June 30, 2030.

NOW FURTHER HERETO: The Parties agree to amend the Agreement as follows (Section numbers in this Amendment correspond with the Section numbers of the Agreement, and the following provisions amend the Agreement by addition, deletion or modification of the Agreement as noted):

Section 1

The language in Section 1 Definitions "Capital Renewal" shall be deleted in its entirety and the following language shall be in its place.

"Capital Renewal" means deferred capital expenditures and maintenance projects to prevent further erosion of facilities that qualify for Long Term Facility Maintenance funding per state statute 123B.595, Subd 10, including proactive and reactive repairs and replacements of existing building components that qualify for such funding, and as included in the capital bonding plan approved by the Board of Education

Section 3.(b) The following language is added to Section 3.(b) by this Amendment:

School District and YWCA by this Amendment agree this Agreement is renewed for a period of ten (10)

years, commencing July 1, 2020 (accounting for two one-year extensions of the Initial Term by previous Amendments to the Agreement, and ending June 30, 2030, as the first of three allowable successive renewals

Section 3.(c) The following language is added to Section 3.(c) by this Amendment:

School District shall exercise its right of termination, if at all, by written notice to YWCA at least one hundred and twenty (120) before the date of termination, which date shall be stated in the notice. If School District intends to terminate for default, School District shall describe the asserted default in reasonable detail and YWCA shall have the right to dispute or cure the asserted default during the notice period. If School District intends to terminate due to termination or change in the Program, (a) School District and YWCA shall reasonably cooperate with each other in determining whether this Agreement can be preserved through modifications in the Program or adoption of a new Program and (b) if School District and YWCA determine this Agreement cannot be preserved, the parties will discuss purchase of the Premises as provided in Section 3(d). In the event YWCA exercises its right to dispute or cure the asserted default during the notice period, this Agreement shall not terminate as long YWCA is diligently pursuing completion of a cure or resolution of a dispute that cannot reasonably be completed or resolved during the notice period, for such period of time, and subject to such diligence, as YWCA and School District may reasonably agree in writing.

Section 7.(a)
The following modification to Section 7.(a) will be made:

The School District shall have the exclusive right to use the Premises on school days from 8:30 a.m. – 6:30 p.m.

Section 7. (b)

The following modification to Section 7.(b) will be made:

School District shall schedule its two (2) hours of use of the swimming pool each school day between the hours of 10am-3pm. School District and YWCA shall reasonably cooperate with each other in establishing a regular schedule for such two (2) hours of daily use, which schedule may be re-assessed no more than quarterly.

School District shall be permitted to rent four basketball courts, for up to three hours between 8:00am to 12:00pm, at rates YWCA charges to other organizations or individuals for up to four Saturdays of the basketball season, as defined by the Minnesota State High School Athletic League. A yearly schedule review shall take place with mutual consent by June 30th of each year. YWCA will not unreasonably withhold approval.

Section 11. (b) (i)

The following modification to Section 11.(b)(i) will be made:

As part of each Annual Report required under Section 8, YWCA shall submit to School District a Maintenance plan for the next year. School District shall review said plan and shall return it approved or disapproved within thirty (30) days. Failure of School District to timely respond shall mean the plan is deemed to have been approved. The plan shall include Preventive Maintenance schedules, Planned Maintenance and Repair for the year, a report of Maintenance activities for the preceding year, a list of

employees and their trade classifications who will be performing Maintenance, a list of contractors who performed Maintenance and Repair in the preceding year, a review of procedures for reporting Maintenance needs, and other information as may reasonably be required by School District.

Section 11. (c) (ii)

The following modification to Section 11.(c)(ii) will be made:

School District and YWCA agree to apply the escrow payment for the Extended Term of July 1, 2020 - June 30, 2021, which was paid by the YWCA to School District, to year 1 of the successive term for July 1, 2021 – June 30, 2022. Section 11.(c)(ii) shall otherwise be unchanged, except escrow payments will resume on July 1, 2022, at Forty-Five Thousand and no/100 Dollars ($45,000) being paid on each anniversary thereafter through June 30, 2029.

Except as herein amended. the original terms, conditions, and provisions of the Use and Management Agreement entered in December of 1998, as amended before the date of this Amendment, shall apply to and govern the provisions of this Amendment.

SPECIAL SCHOOL DISTRICT NO. 1:	**YWCA of MINNEAPOLIS:**
By:	**By:**
Its:	**Its:** President and CEO
Date:	**Date:** June 2, 2022

MICROGRID AGREEMENT

This MICROGRID AGREEMENT (this "Agreement") is made and entered into as of _____, 2022 (the "Effective Date") by and between **Special School District No. 1, also known as Minneapolis Public Schools (MPS)**, a public body corporate and politic under the laws of the State of Minnesota ("Lessor") and **Renewable Energy Partners, Inc.** a Minnesota Chapter S Corporation ("Lessee"). Lessor and Lessee are sometimes referred to as a "Party" and collectively as the "Parties" under this Agreement.

WHEREAS, Lessor is the owner of certain real property located at 812 Plymouth Ave N, Minneapolis, MN 55411 (Parcel ID # 16-029-24-44-0146), together with certain improvements, buildings, and other structures consisting of property known as "Nutrition Center," as legally described on the attached Exhibit A (the "Premises") and which includes the area on which the System will be installed as depicted on the attached Exhibit B (the "Project Site"); and

WHEREAS, Lessee is the developer, owner, and operator of photovoltaic solar energy generation equipment and facilities and has agreed to construct, locate, install, operate, maintain, repair, relocate, replace, and remove, as necessary, certain solar energy generation equipment and facilities at the Project Site; and

WHEREAS, Lessee (as Seller) and Lessor intend to enter into a separate Power Purchase Agreement (the "PPA"), pursuant to which Lessee intends to sell to Lessor, and Lessor intends to purchase from Lessee, the solar electrical energy of the solar energy system (the "System") as produced by the System to be installed and operated on the Premises by Lessee; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

AGREEMENT

1. DEFINITIONS. Any capitalized terms used but not defined in this Agreement shall have the meanings assigned to them in the Power Purchase Agreement.

2. LEASE.

2.1 Lease. Lessor hereby leases the Project Site to Lessee in accordance with the terms and conditions and for the purposes set forth in this Agreement. The Parties intend that this lease create a valid and present interest in the Project Site in favor of Lessee. This Agreement is an interest in and encumbrance upon the Project Site which shall run with the land and shall be binding upon the Project Site and Lessor and its successors and assigns for the benefit of Lessee and its successors and assigns.

2.2 Term. The term of this Agreement shall begin on Effective Date and shall end twenty-five (25) years after the Commercial Operation Date (the "Term"), unless Lessor exercises its rights to terminate the Lease, subject to the terms and conditions in this Agreement.

2.3 Payment to Lessor. Lessee shall pay to Lessor as rent the annual sum of One Dollar ($1.00) (the "Annual Payment"). Such rent payment shall be made within fifteen (15) days after the Effective Date during the first year of the Term and on the same annual date as the Effective Date for all subsequent years of the Term. Lessor acknowledges and agrees that the Annual Payment constitutes payment in full of rent for the Term, and no additional amount shall be due or owing to Lessor under this Agreement.

2.4 Permitted Uses. Lessee shall have the right to occupy and use the Project Site for solar energy conversion, for the collection and transmission of electric power, and for all related and incidental purposes and activities including, but not limited to, the construction, installation, relocation, operation, maintenance, repair, and removal the System (collectively, "Operations").

2.5 Lessee's Exercise of Rights. Lessee shall construct, locate, install, operate, and maintain the System on the Premises in the manner Lessee deems reasonable and appropriate; provided, however, that Lessee shall not unreasonably interfere with Lessor's use, operation, or maintenance of the Premises or equipment located, operated, or owned by Lessor or any other permitted occupants as of the date of this Agreement. The System shall be installed within the areas identified by Lessor at the Project Site. All operations by Lessee shall be lawful and in material compliance with all regulations and requirements of the Minnesota Public Utilities Commission, as well as any other applicable state, federal or local regulations and requirements and any applicable agreements with, or tariffs of, the local utility. Lessee shall not move, modify, remove, adjust, alter, change, relocate, replace, or reconfigure the System or any part of it during the term of this Agreement without prior written approval of Lessor. Lessee shall be responsible for, and promptly notify Lessor, of any damage to the System caused by the Lessee or its employees, invitees, or agents, and shall promptly pay Lessor the costs to repair such damage to the System.

2.6 Premises Utilities. Lessor shall provide existing and available utilities to the Project Site in connection with Lessee's construction, location, installation, operation, maintenance, repair, replacement, and removal of the System. Lessor acknowledges and agrees that Lessee's use of the Premises includes the nonexclusive appurtenant right to only the necessary use of water lines, sewer lines, storm water lines, power lines, and telephone and communication lines. At Lessee's request, Lessor shall provide Lessee with high-speed internet access at the Project Site during the entire Term only as necessary and as allowed by applicable rules and regulations to which Lessor is subject.

2.7 Construction Laydown Area. Lessor shall provide Lessee sufficient space on the Premises for the temporary storage and staging of tools, materials, and equipment reasonably necessary during construction and installation and any maintenance, repair, replacement or removal of the System, provided that Lessee shall use commercially reasonable efforts to minimize disruption to Lessor's operations. Lessee understands and acknowledges that space is

limited at the Premises. Lessor and Lessee shall coordinate and cooperate in determining the amount of space and specific portion of the Premises necessary for such purposes.

2.8 Notice. Except as may be provided by this Agreement or a separate written plan of access, Lessee shall obtain Lessor's prior written approval and follow Lessor's building procedures before any entry onto the Premises by Lessee's employees, agents, contractors, or subcontractors.

3. EASEMENTS.

3.1 Access Easement and Use Rights. Lessor grants Lessee a nonexclusive easement for access and use of the Premises, subject to Lessee obtaining Lessor's prior written approval as necessary and following all of Lessor's building procedures on, under, over, and across the Premises and any other real property adjacent to the Premises and owned by Lessor (collectively, the "Easement Area"), for the purposes of constructing, locating, installing, operating, maintaining, improving, repairing, relocating, replacing, and removing the System on the Premises (the "Use Rights"). The Use Rights include the right of parking, access, and ingress to and egress from the System on, over, and across the Easement Area during the Term, and shall survive, unless Lessor has exercised its right to terminate, for a period of one hundred eighty (180) days following the termination of this Agreement for the purpose of removing the System. Without limiting the foregoing grant, Lessor covenants that the Use Rights may be used to achieve all the purposes set forth in the Power Purchase Agreement.

3.2 Solar Easement. Lessor hereby grants Lessee a solar easement on, over, and above the Easement Area for the free passage of solar radiation to the System. Such easement shall extend horizontally three hundred sixty degrees (360°) across the entire Easement Area, together extending vertically through all space located above the surface of the Easement Area, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface of the ground from each point along the exterior boundary of the Easement Area. Lessor shall not obstruct, or allow any tenant or assignee of Lessor to obstruct, the passage of direct solar radiation across the Easement Area to the System. Trees, structures, and improvements located on the Easement Area as of the Effective Date will remain, and Lessee may not require their removal. Any trees or other vegetation shall be pruned or trimmed to the point that they do not obstruct the passage of direct solar radiation across the Easement Area to the System to a degree greater than on the Effective Date.

4. RIGHTS OF LESSEE.

4.1 Solar Resources. Lessee shall have the sole and exclusive right to convert all of the solar resources of, and to conduct Operations on, the Project Site.

4.2 Signage. Lessee shall have the right to erect, modify, and maintain reasonable signage on the Premises with respect to the System and to Lessee's interests therein as approved by Lessor.

4.3 Enforcement of Legal Rights. Lessee shall have the right to enforce Lessor's rights under applicable laws protecting solar energy systems from obstruction. Lessor shall reasonably cooperate with any efforts by Lessee to enforce such rights.

5. DESIGN AND CONSTRUCTION OF SYSTEM.

5.1 Design and Construction. Lessor hereby consents to the construction of the System in accordance with the plans and specifications set forth on the attached Exhibit B. Lessee shall cause its contractors to comply with Lessor's reasonable and customary safety requirements and must coordinate construction of the System with Lessor and receive prior approval by the Lessor to ensure the operations of the site are not disrupted. Lessee shall coordinate construction of the System with Lessor through a written access plan for construction and maintenance so as to reasonably minimize disruption to the Premises and to Lessor's normal operations and activities on the Premises. Lessee shall not release Hazardous Materials on the Premises. As used in this Agreement, "Hazardous Materials" means any hazardous, toxic or radioactive substance, material, matter or waste which is or becomes regulated by any federal, state or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement, and shall include asbestos, petroleum products, and the terms "Hazardous Substance" and "Hazardous Waste" as defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended, 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act ("RCRA"), as amended, 42 U.S.C. 6901 et seq.

5.2 Acknowledgment of Lessor and Lessee regarding Installation. Lessor acknowledges that the installation of all or a portion of the System will require physically mounting to the roof of the Premises. Lessee agrees to install the System according to the plans and specifications in Exhibit B, without any penetrations into the roof surface except as shall be approved by Lessor. Lessee agrees to provide system load studies issued by a structural engineer licensed in the State of Minnesota, including studies relating to the weight of the System and the integrity of the roof, which shall be included in the attached Exhibit D.

5.3 Removal Upon Termination. Upon the termination or expiration of this Agreement for any reason, unless Lessor has agreed to purchase the System from Lessee, Lessee shall, within ninety (90) days after the date of expiration, remove the System from the Premises. Upon such removal, Lessee shall restore the rooftop to its condition as of the Effective Date, normal wear and tear excepted, which shall not, in any event, require Lessee to replace the rooftop. The removal of the System and restoration of the rooftop shall be at the sole cost of Lessee.

6. THE PROJECT SITE.

6.1 Confirmation of Ownership. At the request of Lessee, Lessor shall reasonably obtain executed and acknowledged instruments and such other documents as Lessee or Lessee's title company may require to confirm Lessor's ownership of the Project Site or to complete or evidence the full granting of the leasehold interest in the Project Site as intended by this Agreement.

6.2 Quiet Enjoyment. Lessee shall enjoy quiet and peaceful use, enjoyment, and possession of the Project Site, free from any claim of any entity or person of superior title without hindrance to or interference with or molestation of Lessee's quiet enjoyment, and neither Lessor nor any person claiming by, through or under Lessor shall disturb Lessee's quiet and peaceful use, enjoyment, and possession of the Project Site.

6.3 No Interference. Lessor hereby agrees, for itself, its agents, employees, representatives, successors, and assigns, that it will not initiate or conduct activities that it knows may damage, impair, or otherwise adversely affect the System or its functions, including but not limited to any activities that may adversely affect the System's exposure to sunlight. Lessor further covenants for itself and its agents, employees, representatives, successors, and assigns that it will not, except as otherwise limited in this Lease, either (i) interfere with or prohibit the free and complete use and enjoyment by Lessee of its rights granted under this Agreement; (ii) take any action that will interfere with the availability and accessibility of solar radiation over and above the Premises; or (iii) take any action that will interfere with the transmission of electrical energy to or from the Project Site alone.

6.4 System Property of Lessee; Transfer of the Premises. Lessor acknowledges and agrees that Lessee is the exclusive owner and operator of the System and all equipment (including, but not limited to, photovoltaic modules or panels, inverters, meters, wire, data monitoring equipment, and cabling), components and moveable property of Lessee attached to or used in the operation of the System, that no portion or component of the System is a fixture, and that in the event that the Premises are sold, leased, assigned, mortgaged, pledged, or otherwise alienated or encumbered (a "Transfer"), such Transfer shall not attach to or affect the System, or Lessee's ownership rights to the System.

6.5 Transfer of Premises. Lessor shall not Transfer all or any portion of the Project Site unless the transferee agrees in writing that its interest in the Project Site is subject and subordinate to the terms of this Lease. Lessor shall give Lessee at least sixty (60) days' prior notice of any Transfer of all or any portion of the Project Site. Any such notice shall identify the transferee, the portion of the Project Site to be transferred, and the proposed date of the Transfer.

6.6 Premises Security, Health, and Safety. Lessor shall provide measures for the security of the Premises consistent with its security policies and procedures. Lessor shall maintain the Premises in a structurally sound and safe condition consistent with all applicable Laws. If Lessor becomes aware of any circumstances relating to the System that creates an imminent risk of damage or injury to the System or any employee of Lessee, Lessor shall promptly notify Lessee.

6.7 System Security. Lessee may install all security measures that Lessee determines are or may be reasonably necessary for the System. Such measures may, but will not necessarily, include warning signs, fences, barbed wire closed and locked gates, and other measures appropriate and reasonable to protect against damage or destruction of the System or injury or

damage to persons or property resulting from the System and Operations. The installation of all security measures by Lessee shall require the prior written approval of the Lessor.

6.8 Maintenance of Premises. Lessor shall, without interfering with the operation of the System, maintain the Premises in good condition and repair, including the integrity of the roof, so that Lessee is able to comply with its obligations under this Agreement and the Power Purchase Agreement. Notwithstanding any maintenance obligations of Lessee for the System, Lessor shall use commercially reasonable efforts to maintain Lessor's electrical energy equipment located on the Premises in good condition and repair so as to be able to receive and use the Energy generated by the System. Lessor shall maintain its connection and service contract(s) with its local utility, or any successors thereto, so that Lessor can, upon any suspension or interruption of delivery of energy from the System, provide the Premises with its full requirements for electricity.

6.9 System Maintenance. During the Term, Lessee shall, at Lessee's sole cost, maintain the System, the Project Site and all areas of the Premises used by Lessee in the Operations, in accordance with applicable laws, Lessor's standards for the building, and Prudent Operating Practices.

6.10 Roof Maintenance. Except as provided under this Agreement, Lessor shall be solely responsible for, and bear all costs and expense relating to, maintaining the roof of the building on which the System is located, including all required repair (including leak repair), remediation, and maintenance of such roof, unless such repair, remediation, and maintenance is required as a direct result of the installation of the System. Lessor shall inform Lessee before performing any required roof repair, remediation, or maintenance that may affect the System, and Lessee shall be permitted to witness any such repair, remediation, or maintenance. In the event the System must be temporarily disconnected or removed in order for Lessor to perform roof repair, remediation or maintenance, Lessor shall inform Lessee in advance of any such activity, Lessee shall disconnect and remove the System at Lessee's sole expense.

6.11 Clean Condition. Lessee shall not clutter the Project Site or the Premises and shall collect and dispose of any and all of Lessee's refuse and trash.

6.12 Taxes. Lessor shall pay when due all reasonable and legitimate real property taxes and assessments possessory interest taxes, business or license taxes or fees, service payments in lieu of such taxes or fees, annual or periodic license or use fees, excises, assessments, bonds, levies, fees or charges of any kind which are assessed, levied, charged, confirmed, imposed or levied against the Premises by any governmental body or public authority.

7. REPRESENTATIONS AND WARRANTIES

7.1 Representations of Lessor. Lessor represents and warrants to Lessee that:

7.1.1 Lessor has the requisite corporate, partnership, or limited liability company capacity to enter into this Agreement and fulfill its obligations hereunder, that the

execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite action of its stockholders, partners or members, and by its board of directors or other governing body, and that the entering into of this Agreement and the fulfillment of its obligations hereunder does not contravene any law, statute or contractual obligation of Lessor;

7.1.2 This Agreement constitutes Lessor's legal, valid, and binding obligation enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

7.1.3 No suit, action, or arbitration, or legal administrative or other proceeding is pending or has been threatened against the Lessor that would have a material adverse effect on the validity or enforceability of this Agreement or the ability of Lessor to fulfill its commitments hereunder, or that could result in any material adverse change in the business or financial condition of Lessor;

7.1.4 Lessor owns the Premises in fee simple, subject to no liens or encumbrances; and

7.1.5 No governmental approval (other than any governmental approvals which have been previously obtained) is required in connection with the due authorization, execution, and delivery of this Agreement by Lessor or the performance by Lessor of its obligations hereunder which Lessor will be unable to obtain in due course.

7.2 Representations of Lessee. Lessee represents and warrants to Lessor that:

7.2.1 Lessee has the requisite corporate, partnership or limited liability company capacity to enter into this Agreement and fulfill its obligations hereunder, that the execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite action of its stockholders, partners or members, and by its board of directors or other governing body, and that the entering into of this Agreement and the fulfillment of its obligations hereunder does not contravene any law, statute or contractual obligation of Lessee;

7.2.2 This Agreement constitutes Lessee’s legal, valid, and binding obligation enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

7.2.3 No suit, action, or arbitration, or legal administrative or other proceeding is pending or has been threatened against the Lessee that would have a material adverse effect on the validity or enforceability of this Agreement or the ability of Lessee to fulfill its commitments hereunder, or that could result in any material adverse change in the business or financial condition of Lessee;

7.2.4 No governmental approval (other than any governmental approvals which have been previously obtained) is required in connection with the due authorization, execution and delivery of this Agreement by Lessee or the performance by Lessor of its obligations hereunder which Lessee will be unable to obtain in due course; and

7.2.5 There are no Hazardous Materials in the System that would cause the System to be disposed of as a Hazardous Waste. In the event the System cannot be re-used, recycled, or disposed of as a solid waste or universal waste, or similar, and must be disposed of as a Hazardous Waste, Lessee represents it shall dispose of the System and the Hazardous Waste. Lessee also represents it shall reimburse Lessor for all of Lessor's actual reasonable disposal costs within thirty (30) days of receiving documentation evidencing the Customer's incurrence of such costs.

8. DEFAULT; REMEDIES.

8.1 Lessee Default. Each of the following events shall constitute a "Lessee Default":

8.1.1 Lessee materially breaches any term of this Agreement, such breach remains uncured for thirty (30) days following notice of such breach to Lessee, or such longer cure period as may be agreed to by the Parties and such breach causes a material adverse effect on Lessor; and

8.1.2 (i) Lessee commences a voluntary case under any bankruptcy law; (ii) Lessee fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against Lessee in an involuntary case under any bankruptcy law; or (iii) any involuntary bankruptcy proceeding commenced against Lessee remains undismissed or undischarged for a period of sixty (60) days.

8.2 Lessor's Remedies. If a Lessee Default has occurred and is continuing, Lessor may terminate this Agreement by written notice to Lessee following the expiration of any applicable cure period, and may exercise any other remedy it may have at law or equity.

8.3 Lessor Defaults. The following events shall be defaults with respect to Lessor (each, a "Lessor Default"):

8.3.1 Lessor materially breaches any term of this Agreement and such breach remains uncured for thirty (30) days following notice of such breach to Lessor, or such longer cure period as may be agreed to by the Parties; and

8.3.2 (i) Lessor commences a voluntary case under any bankruptcy law; (ii) Lessor fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against Lessor in an involuntary case under any bankruptcy law; or (iii) any involuntary bankruptcy proceeding commenced against Lessor remains undismissed or undischarged for a period of sixty (60) days.

8.4 Lessee's Remedies. If a Lessor Default has occurred and is continuing, Lessee may terminate this Agreement by written notice to Lessor following the expiration of the applicable cure period.

8.5 The parties may also exercise any other remedy it may have at law or equity.

9. LIMITATIONS.

9.1 Limitation of Liability. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE PARTIES AGREE THAT TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE, WHETHER IN CONTRACT, TORT, WARRANTY, OR UNDER ANY STATUTE OR ON ANY OTHER BASIS, FOR SPECIAL, INDIRECT, INCIDENTAL, MULTIPLE, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THE SYSTEM OR THIS AGREEMENT.

9.2 Equitable Relief. The Parties acknowledge that money damages would not be a sufficient remedy for any breach of this Agreement, and that, accordingly, in the event of any such breach or threatened breach, either Party shall be entitled to immediately seek any and all remedies available to it at law or in equity, including but not limited to an injunction or specific performance, from a court of competent jurisdiction.

9.3 Nothing in this Agreement shall constitute a waiver or limitation of any immunity or liability to which the Lessor is entitled under Minnesota Statutes, Chapter 466, or otherwise.

10. FINANCING ACCOMMODATIONS.

10.1 Lessor Acknowledgment. Lessor acknowledges that Lessee may finance the System and that Lessee's obligations may be secured by, among other collateral, a pledge or collateral assignment of this Agreement and a security interest in the System. In order to facilitate such financing, and with respect to each Financing Party, Lessor agrees as follows:

10.1.1 Consent to Collateral Assignment. Lessee shall have the right to assign this Agreement as collateral for financing or refinancing of the System, and Lessor hereby consents to the collateral assignment by Lessee to any Financing Party of Lessee's right, title, and interest in and to this Agreement.

10.1.2 Financing Party's Rights Following Default. Notwithstanding any contrary term of this Agreement:

(a) Financing Party, as collateral assignee, shall be entitled to exercise, in the place and stead of Lessee, any and all rights and remedies of Lessee under this Agreement in accordance with the terms of this Agreement. Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.

(b) Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty, or obligation required of Lessee hereunder or cause to be cured any default or event of default of Lessee in the time and manner provided by the terms of this Agreement. Nothing in this Agreement requires Financing Party to cure any default of Lessee (unless Financing Party has succeeded to Lessee's interests) to perform any act, duty, or obligation of Lessee, but Lessor hereby gives Financing Party the option to do so.

(c) Upon the exercise of remedies under its security interest in the System, including any sale thereof by Financing Party, whether by judicial proceeding or under any power of sale, or any conveyance from Lessee to Financing Party, Financing Party shall give notice to Lessor of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a Lessee Default.

(d) Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Lessee under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Lessor shall enter into a new site lease agreement with Financing Party or its assignee on substantially the same terms as this Agreement.

10.1.3 Party Cure Rights. Financing Party has the longer of thirty (30) days and the cure period allowed for a default of that type under this Agreement to cure such default; provided that if the condition cannot be cured within such time but can be cured within the extended period, Financing Party may have up to an additional ninety (90) days to cure if Financing Party commences to cure the condition within the thirty (30) day period and diligently pursues the cure thereafter. Lessor's and Lessee's obligations under this Agreement shall otherwise remain in effect, and Lessor and Lessee shall be required to fully perform all of their respective obligations under this Agreement during any cure period.

10.1.4 Continuation Following Cure. If Financing Party or its assignee acquires title to or control of Lessee's assets and cures all defaults existing as of the date of such change in title or control within the time allowed by Section 9.1.3, then this Agreement shall continue in full force and effect.

10.2 Notice of Defaults and Events of Default. Lessee agrees to deliver to each Financing Party a copy of all notices that Lessor delivers to Lessee pursuant to this Agreement.

11. NOTICES.

11.1 Notices. Any notice required, permitted, or contemplated hereunder shall be in writing and addressed to the Party to be notified at the address set forth below or at such other address or addresses as a Party may designate for itself from time to time by notice hereunder. Such notices may be sent by personal delivery or recognized overnight courier, and shall be deemed effective upon receipt.

To Lessee: Renewable Energy Partners, Inc.
1200 Plymouth Avenue North
Minneapolis, MN 55411
Attention: Jamez Staples
Phone: 612-282-2573

To Lessor: Minneapolis Public Schools
1250 West Broadway Avenue
Minneapolis, MN 55411
Attention: Lease Administrator
Phone: 612-668-0285

With a copy to: Minneapolis Public Schools
1250 West Broadway Avenue
Minneapolis, MN 55411
Attention: General Counsel's Office
Phone: 612-668-0480

12. GOVERNING LAW; DISPUTES.

12.1 Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota, without regard to its conflict of laws principles.

12.2 Disputes.

12.2.1 Management Negotiations. The Parties shall use all reasonable efforts to settle disputes through negotiation between authorized members of each Party's senior management. Either Party may, by written notice to the other Party, request a meeting to initiate negotiations to be held within fifteen (15) Business Days of the other Party's receipt of such request, at a mutually agreed time and place. If the matter is not resolved within thirty (30) Business Days of their first meeting, either Party may pursue its rights under this Agreement or applicable law.

13. INDEMNIFICATION.

13.1 Lessee's General Indemnity. Lessee shall indemnify, defend, and hold harmless Lessor (including Lessor's permitted successors and assigns) and Lessor's subsidiaries, directors, officers, members, shareholders, employees and agents (collectively, "Lessor Indemnified Parties") from and against any and all third-party claims, losses, costs, damages, and expenses, including reasonable attorneys' fees, incurred by Lessor Indemnified Parties arising from or relating to (i) Lessee's breach of this Agreement, or (ii) the negligence or willful misconduct of Lessee's invitees. Lessee's indemnification obligations under this Section 12.1 shall not extend to any claim to the extent such claim is due to the gross negligence or willful misconduct of any Lessor Indemnified Party.

13.2 Lessee's Environmental Indemnity. Lessee shall indemnify, defend and hold harmless the Lessor Indemnified Parties against, any claims, costs, damages, fees, or penalties arising from a violation by Lessee or Lessee's agents or contractors of any federal, State, or local law, ordinance, order, or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation, or presence of any Hazardous Material on or under the Premises.

13.3 Lessor's General Indemnity. Lessor shall indemnify, defend, and hold harmless Lessee (including Lessee's permitted successors and assigns) and Lessee's subsidiaries, directors, officers, members, shareholders, employees and agents (collectively, "Lessee Indemnified Parties") from and against any and all third-party claims, losses, costs, damages, and expenses, including reasonable attorneys' fees, incurred by Lessee Indemnified Parties arising from or relating to (i) Lessor's breach of this Agreement, (ii) the negligence or willful misconduct of Lessor, Lessor's tenants, or Lessor's invitees, or (iii) the failure of building or roof to support, in whole or in part, the System as installed, including changes in roof surface incline. Lessor's indemnification obligations under this Section 12.3 shall not extend to any claim to the extent such claim is due to the gross negligence or willful misconduct of any Lessee Indemnified Party.

14. INSURANCE.

14.1 Insurance Required. Lessee shall maintain in full force and effect throughout the Term, with insurers of recognized responsibility authorized to do business in the State in which the System will be located, assigned an A.M. Best rating of no less than A IX, insurance coverage in the amounts and types set forth on Exhibit C. Each policy of insurance maintained by Lessee shall (a) name Lessor as loss payee (to the extent covering risk of loss or damage to the Premises or the System) and as an additional named insured as its interests may appear (to the extent covering any other risk); and (b) contain endorsements providing that such policy shall not be cancelled or amended with respect to the named insured and its designees without thirty (30) days' prior written notice Lessor. Lessee shall, within ten (10) days of written request, furnish current certificates of insurance to Lessee evidencing the insurance required under this Agreement.

14.2 Waiver of Subrogation. Each policy of insurance required hereunder shall provide for a waiver of subrogation rights against the other Party, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of that policy.

14.3 No Waiver of Obligations. The provisions of this Agreement shall not be construed in a manner so as to relieve any insurer of its obligations to pay any insurance proceeds in accordance with the terms and conditions of valid and collectable insurance policies. The liabilities of the Parties to one another shall not be limited by insurance.

15. MISCELLANEOUS.

15.1 Assignments. Neither Party shall have the right to assign any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed.

15.2 Entire Agreement. This Agreement and the Power Purchase Agreement represent the full and complete agreement between the Parties with respect to the subject matter contained in this Agreement and supersede all prior written or oral agreements between the Parties with respect to the subject matter.

15.3 Amendments. This Agreement may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of Lessee and Lessor.

15.4 No Partnership or Joint Venture. Lessee and Lessee's agents, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Lessor. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement).

15.5 Headings; Exhibits. The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement. Any Exhibits referenced within and attached to this Agreement, including any attachments to the Exhibits, shall be a part of this Agreement and are incorporated by reference in this Agreement.

15.6 Remedies Cumulative. No remedy in this Agreement conferred upon or reserved to any Party shall exclude any other remedy in this Agreement or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

15.7 Force Majeure. Neither Party will be liable to the other Party for any delay, error, failure in performance or interruption of performance resulting from causes beyond its reasonable control, including without limitation, fires, flood, accidents, explosions, sabotage, strikes or other labor disturbances, civil unrest, riots, invasions, wars, acts of God or any cause beyond the reasonable control of the Party.

15.8 Data Practices. Pursuant to Minnesota Statutes, Section 13.05, subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated by Lessee in performing this Agreement is subject to the requirements of the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes Chapter 13, and Lessee shall comply with those requirements as if it were a government entity.

15.9 Record Keeping — Availability and Retention. Pursuant to Minnesota Statutes, Section 16C.05, subd. 5, Lessee agrees that the books, records, documents and accounting procedures and practices of Lessee, which are relevant to the Agreement or transaction, are

subject to examination by the Lessor and the state auditor for a minimum of six (6) years. Lessee shall maintain such records for a minimum of six (6) years after final payment.

15.10 Non-Discrimination. Pursuant to Minnesota Statutes, Section 181.59, the Lessee shall take affirmative action to ensure that applicants are selected, and that employees are treated during employment, without regard to their race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability or age. The Lessee agrees to be bound by the provisions of Section 181.59, that prohibits certain discriminatory practices and the terms of said section are incorporated into this Agreement.

15.11 Waiver. The waiver by either Party of any breach of any term, condition, or provision in this Agreement contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained in this Agreement. Any such waiver must be in a writing executed by the Party making such waiver.

15.12 Severability. If any part, term, or provisions of this Agreement is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of any other part, term, or provision of this Agreement and shall not render this Agreement unenforceable as a whole. Instead, the part of the Agreement found to be invalid, unenforceable, or illegal shall be amended, modified, or interpreted to the extent possible to most closely achieve the intent of the Parties and in the manner closest to the stricken provision.

15.13 Counterparts and Facsimile Signatures. This Agreement may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile or portable document format (".PDF") signatures shall have the same effect as original signatures, and each Party consents to the admission in evidence of a facsimile or photocopy of this Agreement in any court or arbitration proceedings between the Parties.

15.14 No Partnership or Sale. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, partnership, joint venture, buyer and seller real property, or any other association between Lessor and Lessee, other than the relationship of lessor and lessee.

15.15 Memorandum of Lease. Lessor and Lessee agree to execute and record a memorandum of this Lease. Lessor shall execute, with notarization, and deliver to Lessee together with the its initial delivery of the signed Agreement a recordable Memorandum of Lease in a form reasonably acceptable to the Parties ("Memorandum of Lease"), which shall include the Exhibit A description of the Project Site and which Lessee shall then record in the Official Records of the County in which the Project Site is located. Lessee shall be responsible for the cost of recordation.

15.16 Estoppel Certificate. From time to time, upon written request by Lessee, Lessor shall provide within seven (7) days thereafter an estoppel certificate attesting, to the knowledge of Lessor, of Lessee's compliance with the terms of this Agreement, or detailing any known issues of noncompliance.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this System Site Lease Agreement to be duly executed and delivered as of the Effective Date.

LESSEE	**LESSOR**
Renewable Energy Partners, Inc.	**Special School District No. 1** **Minneapolis Public Schools**
By: _____	By: _____
Name: Jamez Staples	Name: Karen DeVet
Title: President and CEO	Title: Senior Operating Officer
Date:	Date:

EXHIBIT A

Legal Description

Legal Description of Subject Property

Lots 11 and 12, Block 34;
That part of the adjoining vacated West Half of Bryant Avenue North formerly White Street, lying between the extensions across it of the North line of said Lot 12 and the South line of said Lot 11. That part of the vacated East Half of Aldrich Avenue North formerly Austin Street which adjoins Block 48 lying between the extensions across it of the North line of Lot 3, Block 48 and the North line of the following described exception to Lots 5 and 6, Block 48, except the East 14.5 feet thereof;

said exception described as follows: Commencing at a point formed by the intersection of the East line of Aldrich Avenue in the City of Minneapolis, with the North line of Plymouth Avenue in said City; thence running Easterly along said North line of Plymouth Avenue 77 1/4 feet, thence running North on a line parallel with said East line of Aldrich Avenue, 103.63 feet; thence running Westerly and parallel with said North line of Plymouth Avenue 77 1/4 feet to the East line of Aldrich Avenue, thence South on said East line of Aldrich Avenue, 103.63 feet to the point of beginning.

All in Sherburne And Beebe's Addition To Minneapolis M.T.

Torrens Certificate No. 619798.5
PID No. 16-029-24-44-0146

AND

Lots 1 through 23 inclusive, Block 37, Gales Subdivisions in Sherburne and Beebe's Addition to Minneapolis; Together with the South 2.5 feet of 14th Avenue North vacated adjoining Block 37, said addition, lying between the extensions across it of the West line of Lot 23 and the East line of Lot 1, together with the East ½ of Bryant Avenue North vacated adjoining said Block 37, lying between the extensions across it of the North line of Lot 23 and a line drawn 7 feet North of and parallel to the South line of Lot 19; Together with the North-South alley vacated in Block 37 which adjoins Lots 1, 2, 3, 4, 20, 21, 22 & 23, which lies between the extensions across it of the North line of Lot 1 and the South line of Lot 4; Together with the East-West alley vacated in said Block 37 adjoining Lots 4 through 20 inclusive and lying between the extensions across it of the West line of Lot 19 and the East line of Lot 5; Together with the West ½ of Aldrich Avenue North vacated which adjoins Block 37 of Gales Subdivisions in Sherburne and Beebe's Addition to Minneapolis which lies between the extensions across it of the North line of Lot 1 and a line drawn 7 feet North of and parallel to the South line of Lot 5, said Block 37.

Abstract Property
PID No. 16-029-24-44-0146

EXHIBIT B

Specifications and Depiction of the Premises and Project Site

[Continued below]

Design 1 MPS Nutrition, 812 Plymouth Ave N, Minneapolis, MN 55411

Report

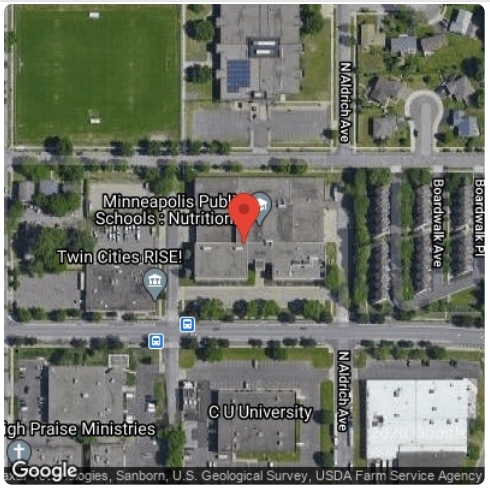
Project Name	MPS Nutrition
Project Address	812 Plymouth Ave N, Minneapolis, MN 55411
Prepared By	Nathaniel Broadbridge nate.broadbridge@gmail.com

RENEWABLE ENERGY PARTNERS

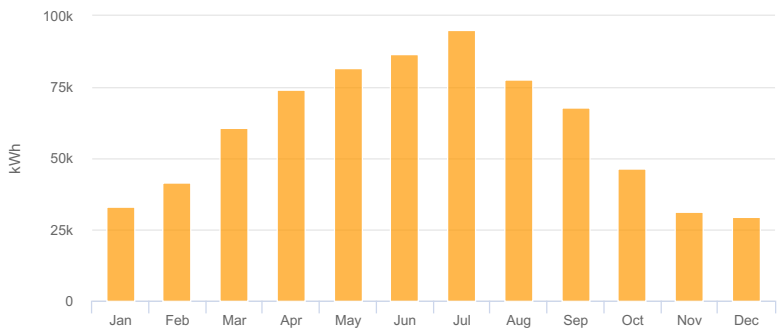
System Metrics

Design	Design 1
Module DC Nameplate	552.8 kW
Inverter AC Nameplate	466.2 kW Load Ratio: 1.19
Annual Production	724.9 MWh
Performance Ratio	86.9%
kWh/kWp	1,311.3
Weather Dataset	TMY, 10km grid (44.95,-93.25), NREL (prospector)
Simulator Version	3d6ff3709e-3a2e77dff1-7ea5063342-4ea2945859

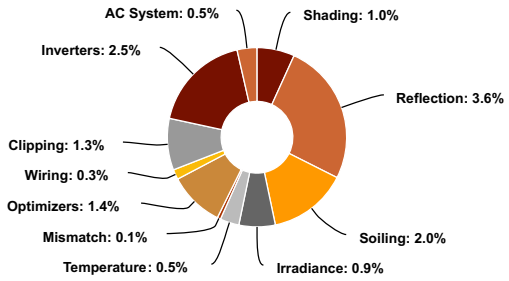
Project Location



Monthly Production



Sources of System Loss



Annual Production

	Description	Output	% Delta
Irradiance (kWh/m²)	Annual Global Horizontal Irradiance	1,382.5	
	POA Irradiance	1,509.5	9.2%
	Shaded Irradiance	1,495.2	-1.0%
	Irradiance after Reflection	1,441.4	-3.6%
	Irradiance after Soiling	1,412.6	-2.0%
	Total Collector Irradiance	**1,412.6**	**0.0%**
Energy (kWh)	Nameplate	781,516.3	
	Output at Irradiance Levels	774,332.0	-0.9%
	Output at Cell Temperature Derate	770,630.6	-0.5%
	Output After Mismatch	769,965.3	-0.1%
	Optimizer Output	759,182.1	-1.4%
	Optimal DC Output	757,267.1	-0.3%
	Constrained DC Output	747,387.2	-1.3%
	Inverter Output	728,503.0	-2.5%
	Energy to Grid	**724,861.0**	**-0.5%**
Temperature Metrics			
	Avg. Operating Ambient Temp		10.2 °C
	Avg. Operating Cell Temp		17.1 °C
Simulation Metrics			
	Operating Hours		4673
	Solved Hours		4673

Condition Set

Description	Condition Set 1											
Weather Dataset	TMY, 10km grid (44.95,-93.25), NREL (prospector)											
Solar Angle Location	Meteo Lat/Lng											
Transposition Model	Perez Model											
Temperature Model	Sandia Model											
Temperature Model Parameters	Rack Type	a	b	Temperature Delta								
	Fixed Tilt	-3.56	-0.075	3°C								
	Flush Mount	-2.81	-0.0455	0°C								
Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D
	2	2	2	2	2	2	2	2	2	2	2	2
Irradiation Variance	5%											
Cell Temperature Spread	4° C											
Module Binning Range	-2.5% to 2.5%											
AC System Derate	0.50%											
Module Characterizations	Module	Uploaded By	Characterization									
	JKM400M-72HL-V (2019) (Jinko Solar)	Folsom Labs	Spec Sheet Characterization, PAN									
Component Characterizations	Device	Uploaded By	Characterization									
	P860 (SolarEdge)	Folsom Labs	Sheet									
	SE33.3K (2020) (SolarEdge)	Folsom Labs	Spec Sheet									

Components

Component	Name	Count
Inverters	SE33.3K (2020) (SolarEdge)	14 (466.2 kW)
Strings	10 AWG (Copper)	37 (3,976.2 ft)
Optimizers	P860 (SolarEdge)	703 (604.6 kW)
Module	Jinko Solar, JKM400M-72HL-V (2019) (400W)	1,382 (552.8 kW)

Wiring Zones

Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	12	13-38	Along Racking

Field Segments

Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 1	Fixed Tilt	Landscape (Horizontal)	10°	180°	1.6 ft	1x1	362	362	144.8 kW
Field Segment 2	Fixed Tilt	Landscape (Horizontal)	10°	180°	1.6 ft	1x1	216	216	86.4 kW
Field Segment 3	Fixed Tilt	Landscape (Horizontal)	10°	180°	1.6 ft	1x1	252	252	100.8 kW
Field Segment 4	Fixed Tilt	Landscape (Horizontal)	10°	180°	1.6 ft	1x1	152	152	60.8 kW
Field Segment 5	Fixed Tilt	Landscape (Horizontal)	10°	180°	1.6 ft	1x1	205	205	82.0 kW
Field Segment 6	Fixed Tilt	Landscape (Horizontal)	10°	180°	1.6 ft	1x1	53	53	21.2 kW
Field Segment 7	Fixed Tilt	Landscape (Horizontal)	10°	180°	1.6 ft	1x1	142	142	56.8 kW

Detailed Layout



EXHIBIT C

INSURANCE REQUIREMENTS

Lessee shall obtain and maintain the following insurance policies:

(i) Comprehensive general liability insurance against liability of not less than one million five hundred thousand dollars ($1,500,000) per occurrence and two million dollars ($2,000,000) annual aggregate. Lessee shall in no event be obligated to repair or replace Lessor's buildings or Premises; and

(ii) Lessee may satisfy the insurance requirements contained in this Agreement though any combination of primary and/or excess coverage.

EXHIBIT D

SYSTEM LOAD STUDY

[To be added when panels are selected and configuration determined]

MINNEAPOLIS PUBLIC SCHOOLS

June 14, 2022

To: Board Directors

From: Ed Graff, Superintendent

Re: 2022-23 SY Budget Priorities Alignment Memo

The recommended 2022-23 school year budget maintains a commitment to our core priorities, continues to invest in helping our students and community recover from the pandemic, honors the commitments set out by our new union contracts, and demonstrates continued fiscal responsibility.

While this year's budget process was more challenging than most, the district's commitment to Board values and priorities are demonstrated in the overview on the following pages. This is not an exhaustive list of every expenditure, but rather a statement of how our shared priorities will be actualized in the budget—even after reopening the budget for a second time to address new expenses and declining enrollment. MPS staff are to be commended for their resilience and flexibility in addressing the challenges this process has necessitated.

Additionally, as the first budget under the recently adopted strategic plan, we have identified alignment with the respective plan goal (below for reference), where applicable.

Strategic Plan Goals

Goal 1: Academic Achievement
Every student achieves their full potential through equal access to programming that is academically rigorous and connects learning with students' experiences.

Goal 2: Student Well-Being
Every student's physical and mental wellbeing is addressed as an integral part of their education.

Goal 3: Effective Staff
School and district staff approach all work centered on students and equity.

Goal 4: School and District Culture
MPS is seen by our community as welcoming, responsive, and connected.

2022-23 School Year Board Budget Priorities

Measures to ensure the continued health and safety of students and staff:

- Identified alternative funding through long-term facility maintenance for ventilation projects at Sheridan and Pratt ($918,000)--**Strategic Plan Goal 2.**
- Through a negotiated agreement with MFT, funded school nurses in every school ($6.3 million)--**Strategic Plan Goal 2.**
- Funded EMSS specialists for emergency response and security ($1.6 million)--**Strategic Plan Goal 2.**
- Continued contract with Safety Shield for emergency communications for the 2022-23 school year ($175,000)--**Strategic Plan Goal 2.**

Strategic plan goals and strategies:

- Funded school improvement specialists and evaluation specialists to support goals 1, 2 and 4 of the strategic plan, through support for school leadership teams as they work to meet student academic and climate-related needs ($1.1 million).
- Funded evaluation specialists to support division and department

planning processes, aligned to the strategic plan ($200,000).

Recommendations of the MPS Facility Names Advisory Committee, including establishment of a supportive fund for name change processes:

- Allocated funding for name changes to Ella Baker and Las Estrellas ($254,000).

Strategies and supports, including mental health services, needed to address the continued trauma experienced by our students:

- Increased access to internal and/or external mental health services at all school sites ($1.8 million)--**Strategic Plan Goals 2, 4.**
- Expanded year-round MPS mental health support staff available for student and family support ($375,000)--**Strategic Plan Goals 2, 4.**
- Increased staffing to create training resources and learning modules related to mental health, school climate, equity, and health and safety ($1.1 million)--**Strategic Plan Goals 2, 3, 4.**
- Through a negotiated agreement with MFT, funded at least one school social worker in every school ($10.6 million), and increased school counselors in select elementary schools--**Strategic Plan Goals 2, 4.**

Implementation of the School Climate Framework:

- Funded equity and school climate coordinators to support school sites with implementation of Climate Framework and creating safe spaces for students in schools ($1.1 million)--**Strategic Plan Goal 4.**
- Funded climate measurement team, which will facilitate the collection and use of climate data to monitor improvements in school and district climate ($200,000)--**Strategic Plan Goal 4.**

Academic plan and equitable education design implementation, including a focus on literacy, K-12 math curriculum adoption and 9-12 access to college credit coursework:

- Continued investment in early literacy through expansion of Groves Partnership, PRESS and MPS LETRS training cohort ($1.6 million)--**Strategic Plan Goal 1.**

- Continued investment in early math through curriculum adoption where all K-5 teachers will be field-testing one vendor during the 2022-23 school year ($2 million)--**Strategic Plan Goal 1.**
- Continued K-2 literacy and math coaches ($2 million)--**Strategic Plan Goal 1.**
- Increased staffing to provide a reading teacher for every grade 6-8 and K-8 school ($1.3 million)--**Strategic Plan Goal 1.**
- Implemented Middle Years Programme (MYP) in all middle schools except magnets ($740,000)--**Strategic Plan Goal 1.**
- Added world language for middle schools, small high schools and Primary Years Programme (PYP) elementary ($2 million)--**Strategic Plan Goal 1.**
- Added additional advanced academics at North High ($500,000)--**Strategic Plan Goal 1.**
- Added additional STEM program support at Heritage ($600,000)--**Strategic Plan Goal 1.**
- Added additional SEL/academic support at Henry and South ($106,000)--**Strategic Plan Goals 1, 2.**
- Continued 5th grade instrumental at all elementary sites ($1.6 million)--**Strategic Plan Goal 1.**
- Increased classroom teachers for students identified as gifted/talented ($317,000)--**Strategic Plan Goal 1.**
- Continued support for Students of Color Mentorship program at all high schools ($80,000)--**Strategic Plan Goal 1.**
- Added additional library media specialists district-wide ($317,000)--**Strategic Plan Goal 1.**
- Renewed licenses and software for school-based academic programs ($340,000)--**Strategic Plan Goal 1.**
- Added additional staffing in schools to support student engagement in attendance and graduation ($350,000)--**Strategic Plan Goal 1.**
- Continued homeless/highly mobile and summer programming support ($55,000)--**Strategic Plan Goal 1.**
- Added additional English language support in career and technical education (CTE) ($165,000)--**Strategic Plan Goal 1.**

Curriculum transformation, including the new ethnic studies course

requirement and professional development, focused on MPS equity competencies and culturally-sustaining instruction:

- Added ethnic studies in all high schools with professional development for all teachers ($233,000)--**Strategic Plan Goal 1.**
- Funded curriculum transformation professional development ($150,000)--**Strategic Plan Goal 1.**

Professional development to establish a district-wide anti-racist culture, mindset, and actions:

- Funded equity and school climate coordinators to support revision and implementation of updated equity competencies, along with aligning equity professional development to the competencies and supporting learning around anti-racist mindsets and actions. ($1.1 million)--**Strategic Plan Goal 4.**

Strategies to recruit and retain staff, especially staff of color:

- Increased recruitment budget ($100,000)--**Strategic Plan Goal 3.**
- Created district program facilitator (DPF) position, dedicated to teacher retention ($116,000)--**Strategic Plan Goal 3.**
- Maintained the special education residency partnership with the University of St. Thomas ($1.1 million)--**Strategic Plan Goal 3.**
- Added a high school teaching pathway at Henry and South to develop an internal pipeline of teachers ($800,000)--**Strategic Plan Goal 3.**
- As of Feb. 11, MPS became Minnesota's first district that is a Professional Educator Licensing and Standards Board (PELSB)-approved licensing provider ($620,000)--**Strategic Plan Goal 3.**
- Continued strategic investments to fund talent acquisition positions to directly support MPS schools that are difficult to staff ($157,000)--**Strategic Plan Goal 3.**

Early childhood programs and services:

- Continued funding of additional High Five classrooms ($2.4 million)--**Strategic Plan Goal 1.**
- Continued funding of Three School ($600,000)--**Strategic Plan Goal 1.**

Predictable school-level staffing with discretionary allocations aligned to Board priorities and site council recommendations:

- Continued predictable-staffing requirements for schools, including class size targets ($129 million), health service assistant ($2.7 million), secretaries ($4.6 million) and classroom support ($2.8 million)--**Strategic Plan Goals 1, 2, 3, 4.**
- Funded all schools for positions in negotiated agreements including nurses in every building ($6.3 million); funding an additional specialist in the ten smallest elementary schools ($600,000); at least a 1.0 social worker in every building ($10.6 million); and offer each ESP an additional five hours of duty time per week that they may choose to accept ($5.3 million) --**Strategic Plan Goals 1, 2, 3, 4.**

Special School District Number 1
Board of Education Resolution

MINNEAPOLIS
PUBLIC SCHOOLS

Resolution No. 2022-0034
June 14, 2022

Resolution approving the district's 2022-2023 budget

WHEREAS, the District's budget is as follows; and

FUND	REVENUE	EXPENSES
General Operating Fund	$491,176,294	$509,559,148
General Fund Grants	$123,200,000	$123,200,000
General Fund Special Revenue	$10,000,000	$10,000,000
Food Service Fund	$24,895,120	$26,595,120
Food Service Grants	$115,000	$115,000
Community Service Fund	$26,572,419	$27,813,801
Community Service Fund Grants and Special Revenue	$10,395,600	$10,395,600
Capital Projects Fund	$64,198,898	$130,000,000
Debt Service Fund	$91,134,710	$91,134,710
Total	**$841,688,041**	**$928,813,379**

WHEREAS, $53 million of ESSER III dollars is being used for continuity of services; and

WHEREAS, there is a use of $18.4 million of assigned fund balance for the General Fund, $1.7 million of fund balance for the Food Service Fund, $1.2 million of fund balance for the Community Service Fund and $65.8 million from Capital Projects fund.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby approves above mentioned revenue and expenditure budget for the fiscal year 2022-2023.

ADOPTED this 14th day of June 2022.

Kim Ellison, Chair

Nelson Inz, Clerk

RECORD OF BOARD VOTE (2022-0034)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Arneson				
El-Amin				
Ali				
Cerrillo				
Inz				
Jourdain				
Booker				
Caprini				
Ellison				

	Minneapolis Public Schools															
	School Allocations															
	2022-23				$2,418.64	$105,660		$432.72			$105,660	$200	$105,660	$105,660	$105,660	
	Magnet School															
	Comprehensive School															
		Enrollment Projection	Poverty	Principal/AP	Class Size Referendum	General Fund Class Size based on K-8 = 1.0 9-12 =1.2	School Within a School	Basic Per student ESSER	Targeted Programming ESSER	Translation/ Language Line ESSER	Career Tech Ed Basic Per Student	Small School Adjustment for enrollment less than 250 ESSER	Building Reserve	Referendum Differentiation Specialist	Q Comp for IS position, PD/TE support	Athletic Directors
ORG	School Site	2022-23	%	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23
	K-5 Schools															
2225	ANISHINABE ACAD	203	87.1%	$335,987	$486,036	$760,752		$87,843		$3,000		$40,600	$105,660		$41,698	
2103	ARMATAGE	351	13.8%	$183,079	$845,280	$898,110		$151,886	$44,688	$3,000					$33,132	
2105	BANCROFT	363	48.4%	$335,987	$876,978	$929,813.00		$157,078		$5,000					$46,698	
2217	BARTON	471	23.3%	$335,987	$1,141,128	$1,183,392		$203,812		$3,000					$45,698	
2107	BETHUNE	226	84.7%	$335,987	$549,432	$834,714		$97,795		$3,000		$45,200	$105,660		$57,264	
2249	BRYN MAWR	264	75.8%	$183,079	$633,960	$1,014,336		$114,239		$5,000			$105,660		$61,264	
2110	BURROUGHS	462	4.4%	$335,987	$1,119,996	$1,162,260		$199,918	$57,472	$3,000					$34,132	
2293	CITYVIEW	158	88.4%	$335,987	$380,376	$602,262		$68,370		$3,000		$31,600	$105,660		$55,264	
2180	DOWLING	282	34.8%	$183,079	$686,790	$707,922		$122,028		$5,000					$32,132	
2260	EMERSON SPANISH	500	55.4%	$335,987	$1,204,524	$1,278,486		$216,361		$8,000					$46,698	
2222	FOLWELL ARTS	328	73.5%	$335,987	$792,450	$844,222		$141,933		$8,000			$105,660		$59,264	
2256	R GREEN CENTRAL PARK	518	51.8%	$335,987	$1,257,354	$1,310,184		$224,150		$12,000			$105,660		$47,698	
2287	HALL	179	92.4%	$335,987	$433,206	$686,790		$77,457		$3,000		$35,800	$105,660		$42,698	
2130	HIAWATHA	222	20.3%	$167,994	$538,866	$612,828		$96,064	$157,189	$3,000		$44,400			$30,132	
2224	HMONG ACADEMY	225	78.3%	$335,987	$549,432	$845,280		$97,363		$8,000		$45,000	$105,660		$48,698	
2132	HOWE	246	28.8%	$167,994	$591,696	$549,432		$106,450	$119,183	$3,000		$49,200			$28,132	
2151	JENNY LIND	226	71.4%	$335,987	$549,432	$834,714		$97,795		$3,000		$45,200	$105,660		$56,264	
2135	KENNY	340	6.0%	$183,079	$824,148	$824,157		$178,815	$81,149	$3,000					$31,132	
2136	KENWOOD	384	32.1%	$183,079	$929,808	$972,072		$166,166		$3,000					$43,698	
2140	LORING	297	53.0%	$183,079	$718,488	$739,620		$128,519	$52,830	$3,000			$105,660		$34,132	
2282	LUCY LANEY	322	85.9%	$335,987	$781,884	$1,215,090		$139,337		$3,000			$105,660		$62,264	
2144	LYNDALE	355	64.8%	$335,987	$855,846	$887,544		$153,617		$8,000			$105,660		$47,698	
2223	MARCY	485	55.6%	$335,987	$1,172,826	$1,215,090		$209,871		$8,000					$62,264	
2288	NELLIE STONE JOHNSON	190	92.5%	$335,987	$454,338	$739,620		$82,217		$3,000		$38,000	$105,660		$44,698	
2152	NORTHROP	398	18.0%	$183,079	$898,103	$1,003,770		$235,627	$27,860	$3,000					$32,132	
2421	ON-LINE K-5	262	58.4%	$100,852	$633,960	$644,526		$113,373		$5,000						
2155	PILLSBURY	355	60.7%	$183,079	$855,846	$908,676		$153,617		$5,000			$105,660		$47,698	
2156	PRATT	237	72.2%	$183,079	$570,564	$602,262		$102,555		$8,000		$47,400			$42,698	
2221	SEWARD	616	49.6%	$335,987	$1,489,806	$1,553,202		$266,557		$12,000			$105,660		$63,264	
2161	SHERIDAN	321	51.2%	$335,987	$771,318	$813,582		$138,904	$213,298	$8,000			$105,660		$54,264	
2165	WAITE PARK	283	24.5%	$183,079	$686,790	$707,922		$122,461	$53,892	$3,000					$31,132	
2215	WEBSTER	255	57.8%	$183,079	$612,828	$623,403		$142,033		$5,000			$105,660		$44,698	
2289	WHITTIER	321	81.3%	$377,922	$771,318	$813,582		$138,904		$8,000			$105,660		$71,830	
2170	WINDOM	384	24.3%	$183,079	$929,808	$972,072		$166,166	$35,310	$3,000					$43,698	
	Total K-5	11,029		$9,059,476	$26,594,615	$30,291,687	$0	$4,899,280	$842,871	$172,000	$0	$422,400	$1,901,880	$0	$1,524,166	$0
	K-8 Schools															
2179	JEFFERSON	614	80.7%	$335,987	$1,489,806	$1,299,618		$265,692		$12,000			$105,660		$101,962	
2193	SULLIVAN	578	68.2%	$335,987	$1,394,712	$1,257,354		$250,114		$8,000			$105,660		$77,830	
	Total K-8	1,192		$671,974	2,884,518	$2,556,972	-	515,806	-	20,000	-	-	211,320	-	179,792	-

	Minneapolis Public Schools															
	School Allocations															
	2022-23				$2,418.64	$105,660		$432.72			$105,660	$200	$105,660	$105,660	$105,660	
	Magnet School															
	Comprehensive School															
		Enrollment Projection	Poverty	Principal/AP	Class Size Referendum	General Fund Class Size based on K-8 = 1.0 9-12 =1.2	School Within a School	Basic Per student ESSER	Targeted Programming ESSER	Translation/ Language Line ESSER	Career Tech Ed Basic Per Student	Small School Adjustment for enrollment less than 250 ESSER	Building Reserve	Referendum Differentiation Specialist	Q Comp for IS position, PD/TE support	Athletic Directors
ORG	School Site	2022-23	%	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23
	Combined Campus															
2218	FIELD	314	11.8%	$183,079	$760,752	$636,021		$197,210	$114,398	$3,000			$105,660		$41,698	
2123	HALE	316	9.1%	$183,079	$760,752	$887,544		$136,740	$102,595	$3,000					$31,132	
2104	LAKE HARRIET LOWER	339	3.6%	$183,079	$824,148	$950,940		$146,693	$91,979	$3,000					$31,132	
2219	LAKE HARRIET UPPER	334	4.4%	$183,079	$803,016	$750,186		$144,529	$117,001	$3,000					$31,132	
2220	LK NOKOMIS - KEEWAYDIN	348	30.1%	$183,079	$845,280	$813,582		$150,588		$3,000					$32,132	
2167	LK NOKOMIS - WENONAH	170	28.7%	$183,079	$412,074	$475,469		$84,130	$152,027	$3,000		$34,000			$28,132	
	Total Combined Campus	1,821		$1,098,474	$4,406,022	$4,513,742	$0	$859,890	$578,000	$18,000	$0	$34,000	$105,660	$0	$195,358	$0
	Middle Schools															
2331	ANDERSEN	851	64.4%	$513,062	$2,060,370	$1,310,184		$368,247		$12,000			$105,660		$94,396	
2300	ANTHONY	816	15.5%	$352,120	$1,975,842	$1,257,354		$353,102	$193,934	$3,000					$60,264	
2309	ANWATIN	349	60.2%	$352,120	$845,280	$538,866	$142,792	$151,020		$5,000			$105,660		$50,698	
2327	FRANKLIN	283	73.8%	$352,120	$686,790	$433,206		$122,461		$3,000			$105,660		$57,264	
2323	JUSTICE PAGE	928	27.9%	$513,062	$2,239,992	$1,436,976		$401,567		$5,000					$77,830	
2316	NORTHEAST	499	56.7%	$352,120	$1,204,524	$771,318		$215,929		$5,000			$105,660		$62,264	
2318	OLSON	368	70.9%	$352,120	$887,544	$570,564		$159,242		$5,000			$105,660		$60,264	
2324	SANFORD	739	31.6%	$553,826	$1,785,654	$1,141,128		$319,782		$3,000					$53,698	
	Total Middle Schools	4,833		$3,340,550	$11,686,067	$7,459,596	$142,792	$2,091,349	$193,934	$41,000	$0	$0	$528,300	$0	$516,678	$0
	High Schools															
2352	EDISON	865	71.2%	$528,722	$2,092,068	$1,563,768		$374,305		$8,000	$633,960				$86,830	$122,143
2347	FAIR	340	54.8%	$365,213	$824,148	$612,828		$147,126	$15,000	$3,000	$105,660		$105,660		$52,264	
2354	HENRY	875	69.2%	$528,722	$2,113,200	$1,584,900	$330,896	$378,632	$378,277	$8,000	$422,640				$99,396	$122,143
2390	HERITAGE ACADEMY	109	69.2%	$201,704	$264,150	$200,754		$47,167	$126,157	$12,000	$52,830	$21,800	$105,660		$28,132	
2375	NORTH	437	67.8%	$365,213	$1,056,600	$792,450		$189,100	$710,000	$3,000	$211,320		$105,660		$72,830	$102,753
2415	ON-LINE 6-12	352	56.7%	$100,852	$855,846	$718,488		$152,318		$5,000	$105,660				$41,698	
2360	ROOSEVELT	1,010	60.5%	$528,722	$2,440,746	$1,827,918	$278,284	$437,050		$12,000	$633,960				$86,830	$122,143
2362	SOUTH	1,470	51.1%	$692,231	$3,550,176	$2,662,632		$636,102	$353,733	$8,000	$422,640		$105,660		$120,528	$113,421
2364	SOUTHWEST	1,505	22.5%	$692,231	$3,645,270	$2,593,933	$178,078	$772,777		$5,000	$316,980				$99,396	$102,707
2368	WASHBURN	1,535	28.5%	$692,231	$3,708,666	$2,657,329		$785,758		$5,000	$316,980				$99,396	$110,655
2363	WELLSTONE INT'L	158	81.5%	$201,704	$380,376	$285,282	$165,864	$68,370		$8,000	$52,830	$31,600			$31,132	
	Total High Schools	8,656		$4,897,545	$20,931,246	$15,500,282	$953,122	$3,988,706	$1,583,167	$77,000	$3,275,460	$53,400	$422,640	$0	$818,432	$795,965

	Minneapolis Public Schools															
	School Allocations															
	2022-23				$2,418.64	$105,660		$432.72			$105,660	$200	$105,660	$105,660	$105,660	
	Magnet School															
	Comprehensive School															
		Enrollment Projection	Poverty	Principal/AP	Class Size Referendum	General Fund Class Size based on K-8 = 1.0 9-12 =1.2	School Within a School	Basic Per student ESSER	Targeted Programming ESSER	Translation/ Language Line ESSER	Career Tech Ed Basic Per Student	Small School Adjustment for enrollment less than 250 ESSER	Building Reserve	Referendum Differentiation Specialist	Q Comp for IS position, PD/TE support	Athletic Directors
ORG	School Site	2022-23	%	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23
	Special Education															
2625	RIVERBEND	79	88.5%	$335,987	$190,188	$137,358		$34,185	$150,000	$3,000					$57,264	
2382	HARRISON	30	85.7%	$335,987	$73,962	$52,830		$12,982	$150,000	$3,000					$27,132	
2380	TRANSITION PLUS	250	67.2%	$183,079	$517,722	$380,375		$266,684		$5,000	$63,396				$49,698	
2183	ECSE	-	37.4%		$0	$0		$0		$5,000					$70,264	
	Total Special Education	359		$855,053	$781,872	$570,563	$0	$313,850	$300,000	$16,000	$63,396	$0	$0	$0	$204,358	$0
	SCHOOLS SUBTOTALS	27,890		$19,923,072	$67,284,340	$60,892,842	$1,095,914	$12,668,881	$3,497,972	$344,000	$3,338,856	$509,800	$3,169,800	$0	$3,438,784	$795,965
	Other Sites															
2688	MPLS METRO - HA	65	95.0%	$183,079	$158,490	$105,660		$28,127	$566,980	$3,000					$17,566	
2353	LONGFELLOW ALTERNATIV	75	98.3%	$183,079	$179,622	$126,792	$553,789	$32,454		$5,000					$16,566	
2685	STADIUMVIEW (HCJDC)	68	100.0%	$183,079	$169,056	$73,962		$29,425	$823,000	$3,000					$5,000	
2346	MPLS ACAD & CAREER CTR	17	60.0%		$42,264	$21,132	$216,405	$7,356	$257,160	$3,000					$13,566	
	Total Other Sites	225		$549,237	$549,432	$327,546	$770,194	$97,363	$1,647,140	$14,000	$0	$0	$0	$0	$52,698	$0
	OTHER SITES SUBTOTAL	225		$549,237	$549,432	$327,546	$770,194	$97,363	$1,647,140	$14,000	$0	$0	$0	$0	$52,698	$0
	Grand Total 2023	28,115	64.0%	$20,472,309	$67,833,772	$61,220,388	$1,866,108	$12,766,244	$5,145,112	$358,000	$3,338,856	$509,800	$3,169,800	$0	$3,491,482	$795,965
	Original Allocations	29,177	64.0%	$20,472,309	$67,639,544	$60,613,196	$1,866,108	$14,538,535	$4,656,826	$358,000	$3,360,411	$485,800	$3,045,690	$2,893,381	$3,397,572	$795,909
	Difference			$0	$194,227	$607,193	$0	-$1,772,291	$488,286	$0	-$21,555	$24,000	$124,110	-$2,893,381	$93,910	$56

	Minneapolis Public Schoc																
	School Allocations																
	2022-23	$105,660	$105,660	$11,299		$105,660	$105,660	$105,660		$105,660							
	Magnet School																
	Comprehensive School																
		IB	Advanced Academics	Transportation Coordinator - ESP 8 hours	Compensatory Education @ MARSS 1/6/22	Academic School Support	ELL	Referendum ELL	Referendum SEA 5 hours	SERT's	Special Ed Citywide	Special Ed Federal	Title I	Title I Family Involvement	Voluntary Pre-K	Title I High 5	Fund 2004 High 5
ORG	School Site	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23
	K-5 Schools																
2225	ANISHINABE ACAD			$11,299	$621,677			$52,830		$158,490	$213,294	$14,124	$255,932	$6,130	$144,351	$181,974	
2103	ARMATAGE			$11,299	$24,397			$52,830	$49,434	$158,490	$680,965						
2105	BANCROFT	$81,396	$105,660	$11,299	$305,899		$211,320		$45,197	$211,320	$723,762		$189,744	$5,566		$326,325	
2217	BARTON			$11,299	$109,998			$158,490	$39,276	$211,320	$294,119						
2107	BETHUNE			$11,299	$909,022			$52,830	$56,496	$211,320	$681,559		$358,893	$8,596	$144,351	$345,136	
2249	BRYN MAWR		$52,840	$11,299	$810,529		$211,320		$84,744	$211,320	$1,150,898		$372,131	$8,913		$163,163	
2110	BURROUGHS			$11,299	$3,976			$52,830		$158,490	$468,795						
2293	CITYVIEW			$11,299	$605,412		$52,830		$63,558	$158,490	$1,333,989		$252,990	$6,060	$144,352		$26,126
2180	DOWLING			$11,299	$128,070		$105,660		$38,841	$158,490	$825,124						
2260	EMERSON SPANISH			$11,299	$567,099		$528,300		$35,310	$211,320	$257,750		$329,040	$9,653		$163,162	$13,064
2222	FOLWELL ARTS			$11,299	$860,468			$316,980	$70,620	$211,320	$895,402		$428,025	$10,252	$144,306	$345,128	
2256	R GREEN CENTRAL PARK			$11,299	$549,088			$686,790	$35,310	$211,320	$341,474		$342,249	$10,041	$144,351	$181,974	
2287	HALL			$11,299	$693,965	$52,830		$52,830	$21,186	$211,320	$735,925		$261,816	$6,271	$128,307		
2130	HIAWATHA			$22,322	$39,638		$52,830		$21,186	$105,660	$212,766						
2224	HMONG ACADEMY			$11,299	$443,125		$211,320	$28,248	$21,186	$211,320	$724,284		$286,821	$6,870	$40,098	$286,227	
2132	HOWE			$0	$73,252		$52,830		$21,186	$158,490	$212,766						
2151	JENNY LIND			$11,299	$521,136		$105,660		$56,496	$211,320	$809,721		$266,228	$6,377		$326,325	
2135	KENNY			$11,299	$4,940		$52,830		$0	$158,490	$212,769						
2136	KENWOOD			$11,299	$156,985		$105,660		$49,434	$211,320	$510,981						
2140	LORING	$83,396	$105,660	$11,299	$334,332		$52,830		$49,434	$264,150	$724,278		$190,939	$5,602		$326,325	$26,127
2282	LUCY LANEY			$11,299	$1,044,562		$52,830		$63,558	$211,320	$818,875		$419,199	$10,041	$72,176	$254,149	$26,127
2144	LYNDALE			$11,299	$588,304	$105,660		$316,980		$211,320	$681,563		$270,197	$7,927		$326,325	$40,251
2223	MARCY			$11,299	$609,267			$211,320	$28,248	$369,810	$468,279		$313,428	$9,195			
2288	NELLIE STONE JOHNSON			$11,299	$654,206	$52,830	$105,660		$70,620	$158,490	$681,547		$266,228	$6,377	$144,351	$181,974	$26,127
2152	NORTHROP			$11,299	$45,843		$52,830		$28,248	$158,490	$256,018						
2421	ON-LINE K-5				$412,222			$105,660	$14,124	$211,320	$213,333		$181,332	$5,320			
2155	PILLSBURY			$11,299	$569,509			$264,150		$264,150	$979,798		$275,000	$8,068		$163,163	$26,127
2156	PRATT			$11,299	$444,390			$264,150	$35,310	$158,490	$468,257		$170,524	$5,003		$81,581	$13,064
2221	SEWARD			$11,299	$633,002			$422,640	$14,124	$316,980	$239,069		$365,066	$10,710			$26,128
2161	SHERIDAN			$11,299	$304,092		$369,810			$158,490	$426,592		$168,123	$4,932		$326,325	$9,588
2165	WAITE PARK			$11,299	$66,505		$105,660		$21,186	$158,490	$213,294						$13,064
2215	WEBSTER		$52,830	$11,299	$311,622		$158,490		$45,198	$158,490	$1,006,321		$159,716	$4,686		$162,821	$9,168
2289	WHITTIER	$81,396		$11,299	$921,853	$105,660	$369,810			$211,320	$266,589		$416,258	$9,970			$26,127
2170	WINDOM			$11,299	$92,529		$105,660			$158,490	$256,018						
	Total K-5	$246,188	$316,990	$372,598	$14,460,914	$316,980	$3,064,140	$3,039,558	$1,079,510	$6,709,410	$18,986,174	$14,124	$6,539,879	$172,560	$1,106,643	$4,142,077	$281,088
	K-8 Schools																
2179	JEFFERSON			$11,299	$1,915,933	$316,980		$739,620	$62,881	$528,300	$782,396		$813,394	$19,482	$140,341	$22,821	
2193	SULLIVAN			$11,299	$1,267,088	$316,980		$686,790	$127,116	$422,640	$1,437,914		$492,359	$14,444	$128,312	$34,851	$26,127
	Total K-8	-	-	22,598	$3,183,021	633,960	-	1,426,410	189,997	950,940	2,220,310	-	1,305,753	$33,926	268,653	57,672	26,127

	Minneapolis Public Schoc																
	School Allocations																
	2022-23	$105,660	$105,660	$11,299		$105,660	$105,660	$105,660		$105,660							
	Magnet School																
	Comprehensive School																
		IB	Advanced Academics	Transportation Coordinator - ESP 8 hours	Compensatory Education @ MARSS 1/6/22	Academic School Support	ELL	Referendum ELL	Referendum SEA 5 hours	SERT's	Special Ed Citywide	Special Ed Federal	Title I	Title I Family Involvement	Voluntary Pre-K	Title I High 5	Fund 2004 High 5
ORG	School Site	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23
	Combined Campus																
2218	FIELD			$11,299	$16,686			$52,830	$21,186	$105,660	$202,905						
2123	HALE			$11,299	$11,144			$52,830		$105,660	$212,789						
2104	LAKE HARRIET LOWER			$11,299	$1,747			$31,698	$14,124	$105,660	$317,424						
2219	LAKE HARRIET UPPER			$11,299	$2,410			$21,132	$2,825	$105,660	$271,400						
2220	LK NOKOMIS - KEEWAYDIN			$11,299	$124,998			$105,660	$49,434	$158,490	$510,990						
2167	LK NOKOMIS - WENONAH			$11,299	$58,734			$52,830	$21,186	$105,660	$212,789						
	Total Combined Campus	$0	$0	$67,795	$215,719	$0	$0	$316,980	$108,755	$686,790	$1,728,297	$0	$0	$0	$0	$0	$0
	Middle Schools																
2331	ANDERSEN	$125,660	$105,660		$1,353,231	$52,830		$739,620	$100,755	$739,620	$1,406,316		$664,084	$19,482			
2300	ANTHONY	$123,660	$105,660		$72,529			$105,660	$56,496	$316,980	$755,164						
2309	ANWATIN	$123,660	$105,660		$515,052			$105,660		$475,470	$1,122,874		$240,175	$7,046			
2327	FRANKLIN				$651,074	$52,830		$105,660		$316,980	$476,229		$301,529	$7,222			
2323	JUSTICE PAGE	$125,660	$105,660		$313,429			$316,980		$528,300	$1,145,069						
2316	NORTHEAST	$123,660	$105,660		$689,062			$316,980	$70,620	$528,300	$1,560,391		$380,677	$11,168			
2318	OLSON	$123,660	$105,660		$996,852	$155,660		$158,490		$633,960	$1,082,630		$478,034	$11,450			
2324	SANFORD	$123,660	$105,660		$316,019			$158,490	$93,568	$528,300	$1,515,937						
	Total Middle Schools	$869,620	$739,620	$0	$4,907,248	$261,320	$0	$2,007,540	$321,439	$4,067,910	$9,064,610	$0	$2,064,499	$56,368	$0	$0	$0
	High Schools																
2352	EDISON	$79,396	$131,660		$1,909,728			$633,960	$63,558	$739,620	$2,421,273		$763,756	$22,406			
2347	FAIR		$57,830		$368,247			$105,660	$35,310	$316,980	$353,830		$213,756	$6,271			
2354	HENRY	$124,660	$131,660		$1,811,236			$633,960	$98,868	$792,450	$1,723,903		$749,356	$21,984			
2390	HERITAGE ACADEMY		$57,830		$259,393	$563,718		$369,810		$52,830			$96,070	$2,818			
2375	NORTH		$221,320		$879,444			$105,660		$528,300	$1,064,985		$354,258	$10,393			
2415	ON-LINE 6-12		$163,490		$413,427			$105,660	$14,124	$316,980	$444,239		$212,555	$6,236			
2360	ROOSEVELT	$122,660	$128,660		$1,369,375			$686,790	$70,620	$633,960	$1,506,529		$690,503	$20,257			
2362	SOUTH		$120,660		$1,666,238			$1,003,770	$57,203	$1,056,600	$1,855,381		$933,080	$27,374			
2364	SOUTHWEST	$126,660	$133,660		$348,067			$528,300		$633,960	$1,672,038						
2368	WASHBURN	$0	$128,660		$530,835			$633,960	$134,178	$686,790	$1,793,568						
2363	WELLSTONE INT'L		$57,830		$384,874	$167,408		$633,960		$52,830			$220,126	$4,192			
	Total High Schools	$453,376	$1,333,260	$0	$9,940,864	$731,126	$0	$5,441,490	$473,861	$5,811,300	$12,835,746	$0	$4,233,460	$121,931	$0	$0	$0

	Minneapolis Public Schoc																
	School Allocations																
	2022-23	$105,660	$105,660	$11,299		$105,660	$105,660	$105,660		$105,660							
	Magnet School																
	Comprehensive School																
		IB	Advanced Academics	Transportation Coordinator - ESP 8 hours	Compensatory Education @ MARSS 1/6/22	Academic School Support	ELL	Referendum ELL	Referendum SEA 5 hours	SERT's	Special Ed Citywide	Special Ed Federal	Title I	Title I Family Involvement	Voluntary Pre-K	Title I High 5	Fund 2004 High 5
ORG	School Site	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23
	Special Education																
2625	RIVERBEND			$11,299	$236,743				$275,418		$3,858,947	$56,892					
2382	HARRISON		$21,132		$86,746						$2,700,607	$56,892					
2380	TRANSITION PLUS				$480,053			$211,316	$190,674		$5,822,973	$262,914					
2183	ECSE			$0	$243,972				$77,682		$6,544,706	$726,529					
	Total Special Education	$0	$21,132	$11,299	$1,047,514	$0	$0	$211,316	$543,774	$0	$18,927,233	$1,103,227	$0	$0	$0	$0	$0
	SCHOOLS SUBTOTALS	$1,569,184	$2,411,002	$474,291	$33,755,280	$1,943,386	$3,064,140	$12,443,294	$2,717,336	$18,226,350	$63,762,370	$1,117,351	$14,143,591	$384,785	$1,375,296	$4,199,749	$307,215
	Other Sites																
2688	MPLS METRO - HA				$130,359				$42,372		$909,663	$109,722	$232,458				
2353	LONGFELLOW ALTERNATIV		$21,132		$207,828			$105,660	$7,062	$105,660	$45,904		$82,369	$1,973			
2685	STADIUMVIEW (HCJDC)		$21,132		$108,432							$12,415	$71,025	$564			
2346	MPLS ACAD & CAREER CTR				$28,674								$10,808	$317			
	Total Other Sites	$0	$42,264	$0	$475,293	$0	$0	$105,660	$49,434	$105,660	$955,567	$122,137	$396,660	$2,854	$0	$0	$0
	OTHER SITES SUBTOTAL	$0	$42,264	$0	$475,293	$0	$0	$105,660	$49,434	$105,660	$955,567	$122,137	$396,660	$2,854	$0	$0	$0
	Grand Total 2023	$1,569,184	$2,453,266	$474,291	$34,230,573	$1,943,386	$3,064,140	$12,548,954	$2,766,770	$18,332,010	$64,717,937	$1,239,488	$14,540,251	$387,639	$1,375,296	$4,199,749	$307,215
	Original Allocations	$1,517,885	$2,358,908	$473,973	$34,230,573	$1,876,508	$2,944,167	$12,030,486	$0	$17,817,297	$63,629,057	$1,192,712	$14,540,251	$387,639	$1,375,341	$4,200,098	$0
	Difference	$51,299	$94,358	$317	$0	$66,878	$119,973	$518,469	$2,766,770	$514,714	$1,088,880	$46,776	$0	$0	-$45	-$349	$307,215

	Minneapolis Public Schoc												
	School Allocations												
	2022-23		$105,660	$105,660	$105,660	$133.07		$140.00					
	Magnet School												
	Comprehensive School												
		Early Childhood ESSER Expansion	Integration Aid BARR Coordinator	Integration Aid HS Teaching pathway program	Integration Aid AVID	Integration Fund Magnet Schools	Integration Fund ESP PD & Collaboration	Integration Aid for Racially Isolated Schools	Other Federal Grants	Other Grants	Funded Projects		Total Allocation
ORG	School Site	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23		2022-23
	K-5 Schools												
2225	ANISHINABE ACAD	$26,127					$1,260	$28,420			$42,726		$3,620,210
2103	ARMATAGE						$810				$82,726		$3,220,126
2105	BANCROFT	$202,353					$1,830				$42,726		$4,815,952
2217	BARTON						$1,200				$85,452		$3,824,172
2107	BETHUNE	$39,191				$256,427	$1,845	$31,640			$42,726		$5,180,384
2249	BRYN MAWR	$189,289					$3,105	$36,960			$42,726		$5,466,775
2110	BURROUGHS						$840				$85,926		$3,694,921
2293	CITYVIEW						$2,475	$22,120	$181,974		$42,726		$4,486,920
2180	DOWLING						$1,410				$42,726		$3,048,571
2260	EMERSON SPANISH					$127,767	$2,085				$85,452		$5,431,358
2222	FOLWELL ARTS	$39,248					$2,925	$45,920			$42,726		$5,712,135
2256	R GREEN CENTRAL PARK	$202,353				$127,767	$1,800				$42,726		$6,181,576
2287	HALL	$224,140				$247,887	$1,905	$25,060			$42,726		$4,438,066
2130	HIAWATHA						$480				$42,726		$2,148,082
2224	HMONG ACADEMY	$19,044					$1,605	$31,500			$42,726		$4,401,093
2132	HOWE						$600				$42,726		$2,176,937
2151	JENNY LIND	$26,127			$21,132		$2,580	$31,640			$42,726		$4,466,820
2135	KENNY						$780				$42,726		$2,609,314
2136	KENWOOD						$1,170				$42,726		$3,387,398
2140	LORING						$1,455				$42,726		$4,183,881
2282	LUCY LANEY						$2,505	$45,080			$42,726		$5,717,669
2144	LYNDALE	$261,970					$1,950				$42,726		$5,260,824
2223	MARCY	$176,226				$250,927	$2,775				$42,726		$5,497,538
2288	NELLIE STONE JOHNSON						$1,845	$26,600		$160,000	$42,726		$4,394,401
2152	NORTHROP						$720				$42,726		$2,979,745
2421	ON-LINE K-5						$645						$2,641,667
2155	PILLSBURY	$163,162					$1,695				$42,726		$5,028,423
2156	PRATT						$1,635	$33,180	$81,581		$42,726		$3,367,748
2221	SEWARD	$163,162				$415,946	$2,745		$163,162		$42,726		$6,653,235
2161	SHERIDAN	$192,765				$127,767	$1,320	$44,940			$42,726		$4,629,782
2165	WAITE PARK	$163,162					$810				$42,726		$2,584,472
2215	WEBSTER						$1,905				$42,726		$3,841,974
2289	WHITTIER	$163,162					$1,800	$44,940	$163,162		$85,452		$5,166,014
2170	WINDOM						$345				$42,726		$3,000,200
	Total K-5	$2,251,481	$0	$0	$21,132	$1,554,488	$54,855	$448,000	$589,879	$160,000	$1,621,336		$143,258,379
	K-8 Schools												
2179	JEFFERSON	$189,290				$227,057	$2,415	$85,960			$85,452		$9,554,346
2193	SULLIVAN	$163,162			$0	$258,060	$3,780	$80,920			$85,452		$8,986,951
	Total K-8	352,452	-	-	-	485,117	$6,195	$166,880	-	-	$170,904		$18,541,297

	Minneapolis Public Schoc												
	School Allocations												
	2022-23		$105,660	$105,660	$105,660	$133.07		$140.00					
	Magnet School												
	Comprehensive School												
		Early Childhood ESSER Expansion	Integration Aid BARR Coordinator	Integration Aid HS Teaching pathway program	Integration Aid AVID	Integration Fund Magnet Schools	Integration Fund ESP PD & Collaboration	Integration Aid for Racially Isolated Schools	Other Federal Grants	Other Grants	Funded Projects		Total Allocation
ORG	School Site	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23		2022-23
	Combined Campus												
2218	FIELD						$465				$42,726		$2,495,575
2123	HALE						$465				$42,726		$2,541,756
2104	LAKE HARRIET LOWER						$585				$62,855		$2,776,363
2219	LAKE HARRIET UPPER						$555				$63,997		$2,511,222
2220	LK NOKOMIS - KEEWAYDIN						$1,095				$42,726		$3,032,353
2167	LK NOKOMIS - WENONAH						$690				$42,726		$1,877,825
	Total Combined Campus	$0	$0	$0	$0	$0	$3,855	$0	$0	$0	$297,756		$15,235,093
	Middle Schools												
2331	ANDERSEN				$126,792	$247,560	$3,780						$10,149,309
2300	ANTHONY				$84,528		$1,335						$5,817,628
2309	ANWATIN				$0		$2,595						$4,889,628
2327	FRANKLIN				$63,396	$277,560	$1,365	$39,620					$4,053,966
2323	JUSTICE PAGE				$84,528		$2,355						$7,296,408
2316	NORTHEAST				$105,660		$2,655						$6,611,648
2318	OLSON				$84,528		$2,160	$51,520		$38,000			$6,062,998
2324	SANFORD				$105,660		$2,355						$6,806,737
	Total Middle Schools	$0	$0	$0	$655,092	$525,120	$18,600	$91,140	$0	$38,000	$0		$51,688,321
	High Schools												
2352	EDISON				$147,924		$4,965				$58,123		$12,386,165
2347	FAIR					$332,630	$630						$4,022,043
2354	HENRY		$52,830	$126,792	$105,660		$3,480	$122,500		$413,443			$12,879,588
2390	HERITAGE ACADEMY				$0		$405	$15,260					$2,478,488
2375	NORTH						$2,190	$61,180					$6,836,656
2415	ON-LINE 6-12						$645						$3,657,218
2360	ROOSEVELT				$190,188	$141,900	$3,735						$11,932,830
2362	SOUTH		$52,830	$84,528	$147,924		$4,575		$38,800	$176,920			$15,891,006
2364	SOUTHWEST				$147,924		$2,805						$11,999,786
2368	WASHBURN				$105,660		$2,385			$38,000			$12,430,051
2363	WELLSTONE INT'L				$63,396		$525						$2,810,299
	Total High Schools	$0	$105,660	$211,320	$908,676	$474,530	$26,340	$198,940	$38,800	$628,363	$58,123		$97,324,131

	Minneapolis Public Schoc												
	School Allocations												
	2022-23		$105,660	$105,660	$105,660	$133.07		$140.00					
	Magnet School												
	Comprehensive School												
		Early Childhood ESSER Expansion	Integration Aid BARR Coordinator	Integration Aid HS Teaching pathway program	Integration Aid AVID	Integration Fund Magnet Schools	Integration Fund ESP PD & Collaboration	Integration Aid for Racially Isolated Schools	Other Federal Grants	Other Grants	Funded Projects		Total Allocation
ORG	School Site	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23		2022-23
	Special Education												
2625	RIVERBEND						$4,590						$5,351,871
2382	HARRISON						$1,455						$3,522,725
2380	TRANSITION PLUS						$6,600						$8,440,484
2183	ECSE	$233,837					$1,560		$515,000				$8,418,550
	Total Special Education	$233,837	$0	$0	$0	$0	$14,205	$0	$515,000	$0	$0		$25,733,630
	SCHOOLS SUBTOTALS	$2,837,770	$105,660	$211,320	$1,584,900	$3,039,255	$124,050	$904,960	$1,143,679	$826,363	$2,148,119		$351,780,851
	Other Sites												
2688	MPLS METRO - HA						$810						$2,488,286
2353	LONGFELLOW ALTERNATIV						$390						$1,675,280
2685	STADIUMVIEW (HCJDC)						$150		$140,973				$1,641,213
2346	MPLS ACAD & CAREER CTR						$150						$600,832
	Total Other Sites	$0	$0	$0	$0	$0	$1,500	$0	$140,973	$0	$0		$6,405,612
	OTHER SITES SUBTOTAL	$0	$0	$0	$0	$0	$1,500	$0	$140,973	$0	$0		$6,405,612
	Grand Total 2023	$2,837,770	$105,660	$211,320	$1,584,900	$3,039,255	$125,550	$904,960	$1,284,652	$826,363	$2,148,119		$358,186,463
	Original Allocations	$2,666,062	$101,523	$203,046	$1,705,586	$3,016,473	$125,550	$914,760	$1,284,652	$654,363	$1,968,080		$355,338,198
	Difference	$171,708	$4,137	$8,274	-$120,686	$22,782	$0	-$9,800	$0	$172,000	$180,039		$2,848,263

	Minneapolis Public Schools														
	Department Allocations														
	2022-23													$105,660	
			General Aid	CDD	ESSER	ESSER Learning Loss 151	Contract Alt School Aid	Gifted & Talented	Career Tech Ed	Special Education Citywide	Referendum 1097	Compensatory Education @ MARSS 1/6/22	Integration Aid	Q Comp	Extended Learning
			2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23
ORG	Department														
1015	**Board of Education**		$649,600												
	Board Office		$417,739												
1030	**Superintendent Office**		$1,640,873												
1100	Office of Associate Superintendents		$878,115												
1601	Office of the Ombudsperson		$389,919												
1231	Athletics		$3,368,276	$250,000											
1150	Contract Alternative Department		$1,610,015						$105,660	$172,217					
VAR	Contract Schools						$3,835,888					$857,214			$225,795
1650	**General Counsel/Legal**		$1,902,010												
1650	Office of Equality & Civil Rights		$306,119												
1601	**Senior Communications Officer**		$384,930		$1,249,999	$45,000									
1601	Engagement & External Relations		$115,693	$38,122									$300,000		
1245	Family Resource Center														
1601	Marketing & Communications		$1,917,024	$0									$100,000		
1602	Communications		$175,000	$443,624											
1601	Engagement		$465,576												
1330	Student Placement & Enrollment Mgmt		$982,844								$108,652				
1170	**Senior Academic Officer**		$703,138												
1230	Teaching & Learning		$4,846,183	$2,697,983		$4,666,280		$871,396			$3,408,351		$1,756,281		
1269	Educator Professional Development		$185,301											$158,181	
1236	AVID					$243,112							$1,180,580		
1160	College Career Readiness		$1,136,019										$201,160	$43,331	
1120	STEM/CTE		$202,919			$188,745									
1160	Guidance & Counseling		$602,913											$1,853	
1160	Check & Connect		$223,315			$342,086							$329,000		
1605	KBEM														
1256	Mental Health		$1,510,425	$1,000,000											
1140	Non Public Guidance & Counseling														
1240	Multilingual		$704,216			$644,730					$304,569				
1155	K- 8 Extended Learning Admin					$368,619									$4,929,773
2448	6-8 Extended Learning After School														$33,820
2449	6-8 Extended Learning Summer School														$193,610
2451	K - 5 Extended Learning/After School														$335,640
2453	K - 5 Extended Learning/Summer School												$230,300		$543,416
2307	9-12 Extended Learning Summer School														$115,887
2392	9-12 Extended Learning After School														$396,946
1025	Student Activities		$285,000												$52,264
1121	Gear Up		$5,014												
1115	Office of Black Student Achievement		$1,062,975			$75,720					$45,573			$56,915	
1500	Community Education Youth & Adult					$246,562									
1500	Minneapolis Kids														
1505	Community Program Admin														
1502	Adult Basic Education												$1,320	$29,132	
1500	Full Service Community Schools					$833,333									
1550	Early Childhood Family Ed Program 1											$12,048	$2,025	$32,132	
1550	ECFE Support														

	Minneapolis Public Schools														
	Department Allocations														
	2022-23													$105,660	
			General Aid	CDD	ESSER	ESSER Learning Loss 151	Contract Alt School Aid	Gifted & Talented	Career Tech Ed	Special Education Citywide	Referendum 1097	Compensatory Education @ MARSS 1/6/22	Integration Aid	Q Comp	Extended Learning
			2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23
ORG	Department														
1590	Early Childhood														
1550	Early Childhood Preschool		$79,936												
1590	Early Childhood Prog 2		$115,493										$1,110		
1350	Teen Parent Services		$59,257												
1241	Indian Education		$820,878			$107,785					$52,830				
1246	Homeless Highly Mobile & Foster Care		$11,000			$55,000									
1255	Health Services		$6,323,583											$33,278	
1213	Spec Ed Department		$522,454			$963,319				$4,838,663					
1210	Adaptive Physical Education									$1,669,403				$10,566	
1213	MPS Deaf/Hard of Hearing									$1,953,495					
1210	Occupational/Physical Therapist									$4,868,037				$31,698	
1210	Psychology Services									$3,751,065				$31,698	
1213	SEA Cadre									$578,451					
1260	Social Work Services													$66,557	
1213	Spec Ed Due Process Clerical														
1213	Spec Ed Interpreters									$829,550					
1213	Spec Ed Monitoring & Compliance									$164,054					
1213	Spec Ed Program 1									$570,827					
1213	Spec Ed Program 2									$351,537					
1213	Spec Ed Program 3					$105,660				$1,111,414					
1213	Spec Ed Program 4									$476,260					
1213	Spec Ed Support									$36,720					
1210	Speech Language Clinicians									$9,947,565				$63,396	
1805	**Senior Information Officer**		$496,995			$1,000,000					$10,298,283				
	Design & Training		$12,383								$965,992				
	Enterprise Infrastructure										$1,368,810				
	Enterprise Systems										$431,595				
	IT Field Support Group 1										$1,234,667				
	IT Field Support Group 2		$5,622	$348,500							$1,326,183				
	IT Operations										$765,255				
	IT Service Management										$176,800				
	IT Solution Center										$1,259,525				
1301	**Senior Accountability, Research & Equit**		$94,748	$1,000,000											
1710	Accountabilitiy, Innovation & Research Sup		$122,349												
1340	Equity & Integration		$118,506										$1,812,465	$130,000	
1243	Social Emotional Learning		$128,194										$376,000		
1650	Expulsions and Transfers		$216,588												
1301	Research & Assessment		$432,819	$246,000							$126,102		$306,870	$58,338	
1710	Accountabilitiy & Evaluation		$9,478								$124,190				
1710	Funded Programs/Accountability & Evaluation														
1720	NCLB Admin/Accountabilitiy & Evaluation														
30xx	Non Public Schools/Accountability & Evaluation														
3894	Non Public Staff														
1700	**Senior Finance Officer**		$1,937,421												
	Accounting & Finance		$996,789												
	Budget Operations		$864,454	$0											
	Finance		$672,764												

	Minneapolis Public Schools														
	Department Allocations														
	2022-23													$105,660	
			General Aid	CDD	ESSER	ESSER Learning Loss 151	Contract Alt School Aid	Gifted & Talented	Career Tech Ed	Special Education Citywide	Referendum 1097	Compensatory Education @ MARSS 1/6/22	Integration Aid	Q Comp	Extended Learning
			2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23
ORG	Department														
	Grants Accounting		$162,004										$18,387		
	Payroll		$383,134												
	Procurement & Accts Payable		$899,452												
	Grants Office		$254,738												
	Risk Management		$254,964												
	Total Compensation		$675,770												
1801	**Senior Operations Officer**		$174,221	$0											
1860	Operational & Security Services		$890,336												
1860	High School Specialists		$851,454												
1860	Citywide Specialists		$727,448												
1860	District Communication Center		$1,052,125												
1851/1	Capital Projects, Const & Maintenance		$148,856												
1825	Construction Planning Group A														
1825	Construction Planning Group B														
1825	Facilities Planning		$2,654,825												
1850	Utilities		$14,000,000												
1850	Environmental Health & Safety		$1,191,294												
1880	Electric Shop		$180,725												
1880	Electronics Shop		$331,797												
1881	Carpenter Shop														
1883	Paint Shop														
1884	Pipefitting Shop		$120,996												
1887	Fire Sprinkler Shop		$421,051												
1865	Plant Maintenance														
1885	Plumbing Shop		$89,434												
1886	Sheetmetal Shop		$710,860												
1889	Grounds		$0												
1870	Plant Operations		$4,337,103												
	Engineers to Schools Zone 1		$7,669,490												
	Engineers to Schools Zone 2		$2,747,731		$5,500,000										
1815	Transportation		$25,969,225	$4,000,000	$10,764,994	$1,100,000							$1,000,000		
1820	Mail Center		$151,036												
1802	Material Handling		$1,277,402												
1810	Culinary Wellness Services														
1276	**Senior Human Resources Officer**		$2,146,807												
1276	Grow Your Own, Special Education													$692,362	
1276	Grow Your Own, MRP													$34,500	
1276	HRIS		$528,166											$224,687	
1276	Human Resources		$293,411												
1275	Teacher Development													$4,081,526	
1276	Labor/Employee Relations		$538,531												
1276	Talent Acquisition		$1,071,051	$72,745											
1276	Talent Acquisition - Recruiting		$0	$15,736									$231,954		
1276	Talent Management		$257,219												
1276	Union Leadership														
1273	Reserve Teachers		$1,954,310												
1075	Achieve Mpls		$250,000												

	Minneapolis Public Schools														
	Department Allocations														
	2022-23													$105,660	
			General Aid	CDD	ESSER	ESSER Learning Loss 151	Contract Alt School Aid	Gifted & Talented	Career Tech Ed	Special Education Citywide	Referendum 1097	Compensatory Education @ MARSS 1/6/22	Integration Aid	Q Comp	Extended Learning
			2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23
ORG	Department														
	Grand totals		$116,079,828	$10,112,710	$17,514,993	$10,985,951	$3,835,888	$871,396	$105,660	$31,319,258	$21,997,377	$869,262	$7,847,452	$5,780,150	$6,827,151

	Minneapolis Public Schools																
	Department Allocations																
	2022-23																
			Title I	Title I Family Involvement	Title I HHM	Title I High 5	Early Childhood ESSER Expansion	ELL State Aid	Title II	Special Education Federal $	Title VI	Title III	Title IV	Federal Grants	Misc Grants	Third Party Billing	Dept Funded project
			2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23
ORG	Department																
1015	**Board of Education**																
	Board Office																
1030	**Superintendent Office**																
1100	Office of Associate Superintendents																
1601	Office of the Ombudsperson																
1231	Athletics																
1150	Contract Alternative Department									$0							
VAR	Contract Schools		$336,001	$8,455													
1650	**General Counsel/Legal**																
1650	Office of Equality & Civil Rights																
1601	**Senior Communications Officer**																
1601	Engagement & External Relations		$87,583														
1245	Family Resource Center		$119,008												$205,009		
1601	Marketing & Communications																
1602	Communications																
1601	Engagement		$465,576														
1330	Student Placement & Enrollment Mgmt																
1170	**Senior Academic Officer**		$86,000														
1230	Teaching & Learning		$1,271,926						$615,625				$357,772	$1,458,915	$260,390		
1269	Educator Professional Development								$521,562								
1236	AVID																
1160	College Career Readiness																
1120	STEM/CTE													$300,000			
1160	Guidance & Counseling																
1160	Check & Connect																
1605	KBEM																$1,200,000
1256	Mental Health																
1140	Non Public Guidance & Counseling																
1240	Multilingual		$286,000					$796,523				$689,532		$476,597			
1155	K- 8 Extended Learning Admin														$338,939		
2448	6-8 Extended Learning After School																
2449	6-8 Extended Learning Summer School																
2451	K - 5 Extended Learning/After School																
2453	K - 5 Extended Learning/Summer School																
2307	9-12 Extended Learning Summer School																
2392	9-12 Extended Learning After School																
1025	Student Activities																
1121	Gear Up														$2,148,848		
1115	Office of Black Student Achievement		$200,000										$100,000				
1500	Community Education Youth & Adult																
1500	Minneapolis Kids																
1505	Community Program Admin																
1502	Adult Basic Education																
1500	Full Service Community Schools																
1550	Early Childhood Family Ed Program 1					$357,381											
1550	ECFE Support																

	Minneapolis Public Schools															
	Department Allocations															
	2022-23															
			Title I	Title I Family Involvement	Title I HHM	Title I High 5	Early Childhood ESSER Expansion	ELL State Aid	Title II	Special Education Federal $	Title VI	Title III	Title IV	Federal Grants	Misc Grants	Third Party Billing	Dept Funded project
			2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23
ORG	Department																
1590	Early Childhood					$85,133	$1,048,202										
1550	Early Childhood Preschool					$264,593	$74,275										
1590	Early Childhood Prog 2		$16,053		$25,677									$8,762			
1350	Teen Parent Services																$1,000,000
1241	Indian Education		$124,488						$99,258		$330,000				$598,075		
1246	Homeless Highly Mobile & Foster Care				$957,000									$384,618	$116,861		
1255	Health Services														$0	$260,668	
1213	Spec Ed Department									$2,694,622						$782,946	
1210	Adaptive Physical Education									$169,045							
1213	MPS Deaf/Hard of Hearing									$73,963							
1210	Occupational/Physical Therapist									$138,014						$116,489	
1210	Psychology Services																
1213	SEA Cadre																
1260	Social Work Services									$103,593					$70,935	$22,186	
1213	Spec Ed Due Process Clerical									$573,845							
1213	Spec Ed Interpreters									$82,847							
1213	Spec Ed Monitoring & Compliance									$316,979						$105,660	
1213	Spec Ed Program 1									$181,085						$549,431	
1213	Spec Ed Program 2																
1213	Spec Ed Program 3									$406,530						$107,815	
1213	Spec Ed Program 4									$152,342						$348,666	
1213	Spec Ed Support									$538,275							
1210	Speech Language Clinicians									$268,566							
1805	**Senior Information Officer**																
	Design & Training												$198,942				
	Enterprise Infrastructure																
	Enterprise Systems																
	IT Field Support Group 1																
	IT Field Support Group 2																
	IT Operations																
	IT Service Management																
	IT Solution Center																
1301	**Senior Accountability, Research & Equit**																
1710	Accountabilitiy, Innovation & Research Sup		$30,827						$26,324								
1340	Equity & Integration												$120,000				
1243	Social Emotional Learning												$180,000				
1650	Expulsions and Transfers																
1301	Research & Assessment		$504,876									$76,249	$48,000	$262,930	$22,294		
1710	Accountabilitiy & Evaluation								$426,331								
1710	Funded Programs/Accountability & Evaluati		$334,502						$18,173					$1,386,322			
1720	NCLB Admin/Accountabilitiy & Evaluation		$1,544,250						$162,000			$34,326	$83,890	$86,005			
30xx	Non Public Schools/Accountability & Evalua		0														
3894	Non Public Staff		$2,208,087	$46,821					$337,500			$103,264	$181,163				
1700	**Senior Finance Officer**																
	Accounting & Finance																
	Budget Operations																
	Finance																

	Minneapolis Public Schools																
	Department Allocations																
	2022-23																
			Title I	Title I Family Involvement	Title I HHM	Title I High 5	Early Childhood ESSER Expansion	ELL State Aid	Title II	Special Education Federal $	Title VI	Title III	Title IV	Federal Grants	Misc Grants	Third Party Billing	Dept Funded project
			2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23
ORG	Department																
	Grants Accounting		$161,128						$28,477								
	Payroll																
	Procurement & Accts Payable																
	Grants Office																
	Risk Management																
	Total Compensation																
1801	**Senior Operations Officer**													$0			
1860	Operational & Security Services																
1860	High School Specialists																
1860	Citywide Specialists																
1860	District Communication Center																
1851/1	Capital Projects, Const & Maintenance																
1825	Construction Planning Group A																
1825	Construction Planning Group B																
1825	Facilities Planning																
1850	Utilities																
1850	Environmental Health & Safety																
1880	Electric Shop																
1880	Electronics Shop																
1881	Carpenter Shop																
1883	Paint Shop																
1884	Pipefitting Shop																
1887	Fire Sprinkler Shop																
1865	Plant Maintenance																
1885	Plumbing Shop																
1886	Sheetmetal Shop																
1889	Grounds																
1870	Plant Operations																
	Engineers to Schools Zone 1																
	Engineers to Schools Zone 2																
1815	Transportation													$41,621		$1,580	$100,913
1820	Mail Center																
1802	Material Handling																
1810	Culinary Wellness Services																
1276	**Senior Human Resources Officer**								$232,800						$125,707		
1276	Grow Your Own, Special Education														$287,773		
1276	Grow Your Own, MRP														$152,500		
1276	HRIS																
1276	Human Resources																
1275	Teacher Development																
1276	Labor/Employee Relations																
1276	Talent Acquisition														$277		
1276	Talent Acquisition - Recruiting																
1276	Talent Management								$29,059								
1276	Union Leadership																$674,190
1273	Reserve Teachers																
1075	Achieve Mpls																

	Minneapolis Public Schools																
	Department Allocations																
	2022-23																
			Title I	Title I Family Involvement	Title I HHM	Title I High 5	Early Childhood ESSER Expansion	ELL State Aid	Title II	Special Education Federal $	Title VI	Title III	Title IV	Federal Grants	Misc Grants	Third Party Billing	Dept Funded project
			2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23
ORG	Department																
	Grand totals		$7,776,305	$55,276	$982,677	$707,107	$1,122,477	$796,523	$2,497,109	$5,699,706	$330,000	$903,371	$1,269,767	$4,405,770	$4,327,608	$2,295,441	$2,975,103

	Minneapolis Public Schools						
	Department Allocations						
	2022-23						
			Food Service (fund 2002)	Community Ed grants (Fund 2022)	Community Education Fund 2004	Construction Fund 4006/4016	Total Allocation ALL FUNDS
			2022-23	2022-23	2022-23	2022-23	2022-23
ORG	Department						
1015	**Board of Education**						$649,600
	Board Office						$417,739
1030	**Superintendent Office**						$1,640,873
1100	Office of Associate Superintendents						$878,115
1601	Office of the Ombudsperson						$389,919
1231	Athletics						$3,618,276
1150	Contract Alternative Department						$1,887,892
VAR	Contract Schools						$5,263,353
1650	**General Counsel/Legal**						$1,902,010
1650	Office of Equality & Civil Rights						$306,119
1601	**Senior Communications Officer**						$1,679,929
1601	Engagement & External Relations						$541,398
1245	Family Resource Center						$324,017
1601	Marketing & Communications						$2,017,024
1602	Communications						$618,624
1601	Engagement						$931,152
1330	Student Placement & Enrollment Mgmt						$1,091,496
1170	**Senior Academic Officer**						$789,138
1230	Teaching & Learning						$22,211,102
1269	Educator Professional Development						$865,044
1236	AVID						$1,423,692
1160	College Career Readiness						$1,380,510
1120	STEM/CTE						$691,664
1160	Guidance & Counseling						$604,766
1160	Check & Connect						$894,401
1605	KBEM						$1,200,000
1256	Mental Health						$2,510,425
1140	Non Public Guidance & Counseling			$797,571			$797,571
1240	Multilingual				$0		$3,902,167
1155	K- 8 Extended Learning Admin			$507,801			$6,145,132
2448	6-8 Extended Learning After School						$33,820
2449	6-8 Extended Learning Summer School						$193,610
2451	K - 5 Extended Learning/After School						$335,640
2453	K - 5 Extended Learning/Summer School						$773,716
2307	9-12 Extended Learning Summer School						$115,887
2392	9-12 Extended Learning After School						$396,946
1025	Student Activities						$337,264
1121	Gear Up						$2,153,862
1115	Office of Black Student Achievement						$1,541,183
1500	Community Education Youth & Adult			$1,361,000	$5,313,011		$6,920,573
1500	Minneapolis Kids				$8,577,129		$8,577,129
1505	Community Program Admin				$816,880		$816,880
1502	Adult Basic Education			$1,167,386	$5,640,770		$6,838,608
1500	Full Service Community Schools			$369,897	$110,513		$1,313,743
1550	Early Childhood Family Ed Program 1			$290,644	$4,026,490		$4,720,720
1550	ECFE Support				$277,259		$277,259

	Minneapolis Public Schools						
	Department Allocations						
	2022-23						
			Food Service (fund 2002)	Community Ed grants (Fund 2022)	Community Education Fund 2004	Construction Fund 4006/4016	Total Allocation ALL FUNDS
			2022-23	2022-23	2022-23	2022-23	2022-23
ORG	Department						
1590	Early Childhood			$407,198	$1,481,592		$3,022,125
1550	Early Childhood Preschool				$406,557		$825,361
1590	Early Childhood Prog 2			$307,203	$852,489		$1,326,787
1350	Teen Parent Services			$50,040	$0		$1,109,297
1241	Indian Education						$2,133,314
1246	Homeless Highly Mobile & Foster Care						$1,524,479
1255	Health Services			$340,228			$6,957,757
1213	Spec Ed Department						$9,802,004
1210	Adaptive Physical Education						$1,849,014
1213	MPS Deaf/Hard of Hearing						$2,027,458
1210	Occupational/Physical Therapist						$5,154,238
1210	Psychology Services						$3,782,763
1213	SEA Cadre						$578,451
1260	Social Work Services						$263,271
1213	Spec Ed Due Process Clerical						$573,845
1213	Spec Ed Interpreters						$912,397
1213	Spec Ed Monitoring & Compliance						$586,693
1213	Spec Ed Program 1						$1,301,343
1213	Spec Ed Program 2						$351,537
1213	Spec Ed Program 3						$1,731,419
1213	Spec Ed Program 4						$977,268
1213	Spec Ed Support						$574,995
1210	Speech Language Clinicians						$10,279,527
1805	**Senior Information Officer**					$10,000,000	$21,795,278
	Design & Training						$1,177,317
	Enterprise Infrastructure						$1,368,810
	Enterprise Systems						$431,595
	IT Field Support Group 1						$1,234,667
	IT Field Support Group 2						$1,680,305
	IT Operations						$765,255
	IT Service Management						$176,800
	IT Solution Center						$1,259,525
1301	**Senior Accountability, Research & Equit**						$1,094,748
1710	Accountabilitiy, Innovation & Research Supp						$179,500
1340	Equity & Integration						$2,180,971
1243	Social Emotional Learning						$684,194
1650	Expulsions and Transfers						$216,588
1301	Research & Assessment			$23,919			$2,108,397
1710	Accountabilitiy & Evaluation						$559,999
1710	Funded Programs/Accountability & Evaluati						$1,738,997
1720	NCLB Admin/Accountabilitiy & Evaluation						$1,910,471
30xx	Non Public Schools/Accountability & Evalua						$0
3894	Non Public Staff						$2,876,835
1700	**Senior Finance Officer**						$1,937,421
	Accounting & Finance						$996,789
	Budget Operations						$864,454
	Finance						$672,764

	Minneapolis Public Schools						
	Department Allocations						
	2022-23						
			Food Service (fund 2002)	Community Ed grants (Fund 2022)	Community Education Fund 2004	Construction Fund 4006/4016	Total Allocation ALL FUNDS
			2022-23	2022-23	2022-23	2022-23	2022-23
ORG	Department						
	Grants Accounting						$369,996
	Payroll						$383,134
	Procurement & Accts Payable						$899,452
	Grants Office						$254,738
	Risk Management						$254,964
	Total Compensation						$675,770
1801	**Senior Operations Officer**					$507,362	$681,583
1860	Operational & Security Services						$890,336
1860	High School Specialists						$851,454
1860	Citywide Specialists						$727,448
1860	District Communication Center						$1,052,125
1851/1	Capital Projects, Const & Maintenance					$94,452,536	$94,601,392
1825	Construction Planning Group A					$800,766	$800,766
1825	Construction Planning Group B					$764,798	$764,798
1825	Facilities Planning					$248,423	$2,903,248
1850	Utilities						$14,000,000
1850	Environmental Health & Safety						$1,191,294
1880	Electric Shop					$513,675	$694,400
1880	Electronics Shop					$2,397,022	$2,728,819
1881	Carpenter Shop					$2,666,542	$2,666,542
1883	Paint Shop					$1,931,182	$1,931,182
1884	Pipefitting Shop					$7,225,832	$7,346,828
1887	Fire Sprinkler Shop					$130,745	$551,796
1865	Plant Maintenance					$1,669,449	$1,669,449
1885	Plumbing Shop					$1,632,083	$1,721,517
1886	Sheetmetal Shop					$4,988,165	$5,699,025
1889	Grounds						$0
1870	Plant Operations						$4,337,103
	Engineers to Schools Zone 1						$7,669,490
	Engineers to Schools Zone 2						$8,247,731
1815	Transportation						$42,978,333
1820	Mail Center						$151,036
1802	Material Handling					$71,420	$1,348,822
1810	Culinary Wellness Services		$24,895,120				$24,895,120
1276	**Senior Human Resources Officer**						$2,505,314
1276	Grow Your Own, Special Education						$980,135
1276	Grow Your Own, MRP						$187,000
1276	HRIS						$752,853
1276	Human Resources						$293,411
1275	Teacher Development						$4,081,526
1276	Labor/Employee Relations						$538,531
1276	Talent Acquisition						$1,144,073
1276	Talent Acquisition - Recruiting						$247,690
1276	Talent Management						$286,278
1276	Union Leadership						$674,190
1273	Reserve Teachers						$1,954,310
1075	Achieve Mpls						$250,000

	Minneapolis Public Schools						
	Department Allocations						
	2022-23						
			Food Service (fund 2002)	Community Ed grants (Fund 2022)	Community Education Fund 2004	Construction Fund 4006/4016	Total Allocation ALL FUNDS
			2022-23	2022-23	2022-23	2022-23	2022-23
ORG	Department						
	Grand totals		$24,895,120	$5,622,887	$27,502,690	$130,000,000	$458,312,013

Equity Considerations for Budgeting: Round 1 and 2 Summary

Research, Evaluation, Assessment, and Accountability Department

June 2022

Overview of the Equity Considerations for Budgeting Process

The 2022-23 school year is the sixth time that schools and departments have engaged in this Equity Considerations planning process. The Equity Considerations for Budgeting Process is designed to walk school and department leaders through steps for an equity-driven budgeting planning. The steps, some of which are required, are outlined in the table below.

The **first round** of completing the Equity Considerations for Budgeting document was during budget-tie-out in February. See *Table 1 Equity Considerations for Budgeting Components - Round 1*, for more information about what information was collected from schools and divisions/departments.

Due to budget changes and enrollment realities that became evident after the first round of MPS's annual budgeting process this year, a **second round** of equity considerations was held in May 2022. MPS went into this second round expecting to reduce central office budgets by 5% and school budgets by 3%. In the end, school budgets increased by approximately 1% due to reallocation of district-level dollars. Schools made additional reductions (including excessing positions) based on:

- Projected enrollment reductions at the schools;
- The opportunity for Educational Support Professionals to work more hours than schools can cover per the new contract. (MPS is covering the costs of increased Special Education Assistant hours.);
- Increased salary costs per the new contract that mean Title I and compensatory education funding don't go as far;
- The increased costs of counselors and social workers as part of the new contract, which schools need to cover (MPS is paying for nurses.).
- Positions schools had to cover the increased costs for positions they chose.

Schools and departments completed a three-question document to note changes in their budget since the first round of budget tie out. See *Table 2 Equity Considerations for Budgeting Components - Round 2.*

Table 1. Equity Considerations for Budgeting Components - Round 1

Equity Considerations for Budgeting Components		
Sections	***Department Process***	***School Process***
Prioritize Activities/ Initiatives	Departments were not asked to provide this information. Instead, they were asked to include their existing department plan.	Identification and prioritization of activities that are having, or will have, the biggest impact on increasing student success and achieving equity, and how each activity aligns to MPS strategic priorities
Budget Alignment and Trade-Offs	Identification of how potentially limited or additional resources will be used to support prioritized activities and maintain strong core functions, and what trade-offs have to be made as a result of those investments, and how supplementary funding sources will be used to support prioritized activities	Identification of how potentially limited or additional resources will be used to support prioritized activities, what trade-offs have to be made as a result of those investments, and how supplementary funding sources will be used to support prioritized activities
Equity Considerations	Identification of specific student, family, or community groups who will be most directly impacted by changes (eliminations, reductions, or additions) to programs, supports, or services, how potential negative impacts will be mitigated, and how continued or expanded programs and activities will positively impact those groups	Identification of specific student groups who will be most directly impacted by changes (eliminations, reductions, or additions) to programs, supports, or services, how negative impacts will be mitigated, and how continued or expanded programs and activities will positively impact specific student groups
Additional Considerations/ Additional Information	Identification of other impacts that might result from changes (cuts, reductions, or additions) to positions, programs, support, or services	Identification of other impacts that might result from changes (cuts, reductions, or additions) to positions, programs, support, or services

Supplemental meeting facilitation plans and worksheets were available to help leaders complete each step in Round 1. The final documentation was collected in Google Documents. Staff from the REAA Department assisted with reviewing these documents.

Table 2. Equity Considerations for Budgeting Components - Round 2

Equity Considerations for Budgeting Components	
Sections	***Process***
Budget Changes	Explanation of proposed budget changes.
Impacts of Budget Changes	Identification of specific staff, student, family, or community groups who will be most directly impacted by changes (eliminations, reductions, or additions) to programs, supports, or services.
Mitigation Plan	Description of plans to mitigate any potential negative impacts for the specific groups named.

Round 1: Summary of Budget Changes, Impacts, and Mitigation Plan

This year 74 schools and 20 departments/divisions completed the Round 1 Equity Considerations for Budgeting document.

Engaging Stakeholders

- All schools and departments that completed an Equity Considerations in Budgeting document included at least one stakeholder group (families, students, staff, or other community members) in their budget decision.
    - Both schools and departments used a variety of methods to engage stakeholders. Some of the most common engagement methods for schools were surveys, information sessions, and presentations during meetings of existing groups or committees.

Cuts/Reductions and Additions

- 81% of schools reported making at least one cut or reduction while 50% of departments reported making at least one cut or reduction.
    - 50% of schools cut or reduced non-licensed student support staff or time (ESPs, EAs, family liaisons, etc.).
    - Schools and departments cited making cuts or reductions was to maintain or support programming.
- 62% of schools reported an addition, whereas 40% of departments reported at least one budget addition.

Supplementary Funding

- Schools
    - Among the 39 schools that reported they will receive Achievement and Integration (A&I) funding for the 2022-23 school year, more than half plan to use at least some of these funds to hire or maintain staff in their buildings.
    - Schools with Compensatory funding reported that they will use it almost exclusively on staffing. Similar to Compensatory funds, the vast majority of schools (95%) receiving Title funding plan to use it to maintain or increase staffing at their schools.
    - Nearly all schools receiving QComp funds (95%) plan to use them to pay for various expenses related to professional development and coaching for staff.
- Division/Departments
    - Five departments plan to use A&I funds to support programming, specifically partner contracts, bus routes, family engagement, support school and district-based FTEs, and others.
    - Six of seven departments planned to provide coaching/professional development or observations through QComp funds. Seven divisions/departments also reported plans to use Title I funds, primarily to support department-specific staffing and programming.
    - 13 departments planned to use ESSER funds with various department-specific goals.

Impacts, Equity Considerations, and Mitigation Plan

- Schools reported budget changes will have both a positive and negative impact on a number of students.
    - Those positively impacted included all students, those receiving English Learner services, and/or those in need of behavioral or academic interventions.
    - Those negatively impacted included all students, students in specific grade bands, and/or students in need of behavioral or academic interventions. Schools' mitigation plans involve redistributing work

responsibilities to existing staff, refocusing different teaching strategies and models to be more efficient with existing staff, or seeking additional outside funding.

- Department budget changes were most likely to positively impact all students. Departments planned to mitigate negative impacts to students and staff by reprioritizing fund allocation away from less necessary programs to more necessary programs and redistributing work responsibilities to existing staff.

For more detailed information of the summary for round 1, see the see the full report.

Round 2: Summary of Budget Changes, Impacts, and Mitigation Plan

In total, 65 schools and 20 departments or divisions completed the updated Round 2 equity considerations for budgeting document. Schools and departments were asked to identify cuts and reductions being made, as well as the groups these changes would impact. There was also an opportunity to identify any additions that were being made.

***All* schools and departments that responded to the survey reported at least one cut or reduction.**

- **55% of schools that reported a cut or reduction reported it in the area of non-licensed student support staff or time.** The second most common cut/reduction was in teacher support staff or time, with 49% of schools reporting a cut or reduction in this area.
- Schools generally reported that their cuts/reductions impacted all students, but the most common groups impacted after this were students in need of behavioral or academic interventions and staff.
- Staff were often reported as being the most impacted because of the proportion of cuts or reductions that were teacher support staff or time.
- 16 schools reported an addition. Of these schools, 10 made the addition in the area of licensed student support staff or time.

The largest category for department/division cuts or reductions was non-salary programming or supplies (75%).

- This reflected cuts to contracts with businesses and community partners, program offerings, and day-to-day programmatic operations.
- **Departments/divisions are also making significant cuts/reductions to staff positions (30% cutting/reducing non-licensed student support staff/time and 35% cutting/reducing admin staff/time).**
- Departments and divisions most often reported that their cuts and reductions impacted all students or staff broadly, although student-specific department cuts/reductions impacted their target students, specifically (e.g. Homeless and Highly Mobile cuts impacted students experiencing high mobility and homelessness). Mitigation plans often involved reprioritizing fund allocation to more programs that serve students with the highest needs, redistributing work responsibilities to existing staff, and looking for low-cost or free alternatives to existing services.
- No department or division reported any budgetary addition since the first round of budget tie out.

For more detailed information of the summary for round 2, see the full report.

2022-23 Budget Presentation

May 10, 2022

MINNEAPOLIS PUBLIC SCHOOLS
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Agenda

1. Previous ESSER III Funding Plan
2. Current Budget Situation
3. Steps Taken to Balance the Budget
4. Updated ESSER III Funding Plan
5. ESSER III Financial Summary
6. Capital Plan Adjustments
7. FY23 Budget, Anticipated Revenues and Expenditures

Attachments

- Department Budget Spreadsheet (on BoardBook)
- School Budget Spreadsheet (on BoardBook)
- Department Reductions (in appendix)
- Equity Considerations Process (in appendix)

Previous ESSER III Funding Plan

A total of $159.5 million in ESSER III funding was allocated, including:

- **Academic supports/address impacts on learning ($39.1 million)**
- **Safe & Healthy Schools ($19.2 million)**
  - $11.6 million to upgrade ventilation systems
- **IT/Technology ($14.2 million)**
- **Highly Qualified Staff ($7.9 million)**
- **Mental Health Supports ($4.5 million)**
- **Continuity of Services ($74.6 million over two years)**
  - Maintain staffing/service levels at schools and departments

Current Budget Situation

- Budgets for the 2022-23 school year originally closed in March.
- Additional projected student enrollment decline of 1,000 students will impact next year's budget.
- Honoring valued employees with new contract involves:

2021-22 SY: $53.5 million covered by:

  - Vacancy savings: $24 million
  - Available ESSER dollars: $29.5 million

2022-23 SY: Previous budget gap of $59.1 million increased to $86.2 million, to be covered by:

  - Available ESSER dollars
  - Fund balance
  - Budget reductions

Steps Taken to Balance the Budget

- **Revised budgets for schools and departments were due Friday, April 29.**
- **5% reduction in budgets for departments**
  - Dollars reallocated to schools from department budgets to minimize impact to students.
  - Will impact essential and sometimes mandatory school services such as: transportation, custodial, payroll, procurement, recruitment and staffing, devices for students, community engagement among others.
- **Estimated 1% increase in budgets for schools**, changed from initial estimate of 3% reduction due to reallocation of district-level dollars to reduce impact on schools.
- **School-by-school adjustments for projected enrollment loss** of 1,000 students.
- **Reallocation of non-learning loss ESSER funds** for continuity of services at schools and departments.
- **Accessing assigned fund balance.**
- **Equity Considerations** impacted decisions for 2022-23 budget.

Updated ESSER III Funding Plan

Continuing ESSER III Projects

- **20% of $159.5 million in ESSER funding ($31.9 million) for learning loss** is protected from budget cuts, including:
  - Reading Partners contracted services
  - Math Strategies
  - Early literacy professional development including LETRS, Groves, PRESS
  - Site Based Reading Teachers at every middle school
  - MTSS or Tiered Intervention Data Warehouse
  - Americorps tutors and graduation coaches in Office of Black Student Achievement, Indian Ed, and Check & Connect
  - Homeless/Highly Mobile summer program access support and literacy project
- **Community Partnership Contracts ($2.5 million)**
  - $2.5 million in culturally specific community partnerships to support students/families
- **Program/Staff Continuity ($125.1 million)**

Updated ESSER III Funding Plan – Cont'd.

Some ESSER III projects now covered by other funding sources, including:

- Ventilation improvements
- Technology/Universal Devices
- Mental Health supports
- Professional development around climate
- Maintaining student stipends for youth participation and CityWide Student Leadership Board

Updated ESSER III Funding Plan – Cont'd.

Some ESSER III projects are delayed or are no longer currently funded, including:

- Custodial recruitment and retention
- Emergency management services and supplies
- Development of additional teacher licensure/pathways programs
- Community outreach navigators
- Additional personal protective equipment (PPE)

**Note: Budgets are preliminary and subject to change.*

ESSER III Financial Summary

How the $159.5 million in total ESSER III funding is allocated:

- $19.7 million spent in the current year.
- $31.9 million for learning loss protected from budget cuts.
- $2.5 million for community contracting.
- $59 million for continuity of services in 2022-23 school year.
- $56.4 million for continuity of services in 2023-24 school year.

$0 remaining ESSER funds.

Capital Plan Adjustments

- Due to enrollment losses, MPS is projecting decreased revenues in future years

- Policy 3290 sets debt limits:
  - Debt payments may not be more than 15% of operating revenues

- Capital Plan for bonding adjusted down to approximately $64 million for Fall 2022, as SO DeVet shared at 4/26 Committee of the Whole Meeting:

  - Removed IT and fleet replacement from plan. Will use current unspent bond proceeds.
  - Delaying some CTE renovations and Wilder entrance.

FY 23 Budget – Anticipated Revenues and Expenses

Fund	Revenue	Expenses
General Operating Fund	$491,176,294	$519,559,148
General Fund Grants	$128,200,000	$128,200,000
General Fund Special Revenue	$10,000,000	$10,000,000
Food Service Fund	$24,895,120	$26,595,120
Food Service Grants	$115,000	$115,000
Community Service Fund	$26,572,419	$27,813,801
Community Service Fund Grants & Special Revenue	$10,395,600	$10,395,600
Capital Projects Fund	$64,198,898	$130,000,000
Debt Service Fund	$91,134,710	$91,134,710
Total	**$846,688,041**	**$943,813,379**

Next Steps

- Finance Committee, May 17 - 2022-23 Budget Resolution
- Board Meeting, June 14 - Board votes on 2022-23 Budget Resolution

Questions

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Appendix: Department Reductions

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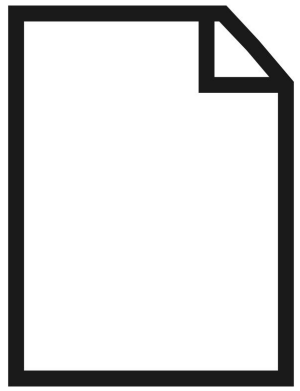
Department Reductions

Division	Fund 1 Reduction	ESSER Reduction
Board of Education/Board Office	$0	N/A
Superintendent's Office	$358,084	N/A
General Counsel	$0	N/A
Communications, Engagement & External Relations	$243,763	$190,489
Academics	$4,665,712	$3,617,203
Information Technology	$0	$7,000,000
Accountability, Research & Equity	$214,037	$1,015,678
Finance	$362,448	$239,477
Operations	$565,175	$17,306,165
Human Resources	$215,736	$1,107,366

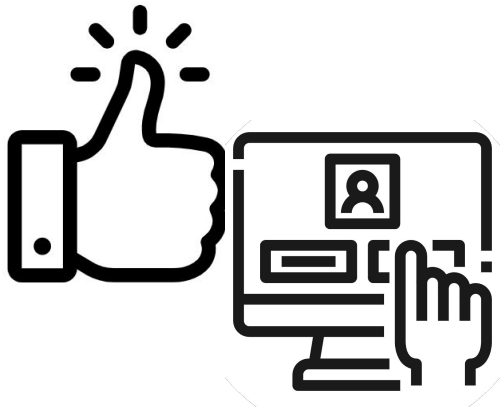
Appendix: Equity Considerations for Budgeting Process

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Appendix - Equity Considerations Timeline









Complete the Equity Considerations Document

Schools and Departments complete the Equity Considerations for Budgeting Document AND *if applicable*, Title Worksheet(s) and Achievement & Integration Worksheet

Review, Revise, and Finalize Document

Ongoing:
REAA team reviews/ provides feedback on the document

Schools and Departments make revisions and finalizes the document

Final Review + Enter Info Into Qualtrics

REAA team creates a public-facing version of the document, which is **approved by Schools and Departments**

Summary Report

REAA writes and submits an Equity Considerations for Budgeting Summary Report to the Board

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Appendix - Equity Considerations

SCHOOL EQUITY CONSIDERATIONS DOCUMENT SECTIONS
Meaningful Inclusion of Diverse Perspectives • Students • Staff • Families/Community members
Initiative Inventory and Prioritization • Prioritized activity, strategies, program, initiatives
Budget Alignment and Trade-Offs • Alignment to school priorities • Supplementary/restricted funds
Equity Considerations • Impact • Mitigation Plan

DEPARTMENT EQUITY CONSIDERATIONS DOCUMENT SECTIONS
Meaningful Inclusion of Diverse Perspectives • Internal Engagement • External Engagement
Budget Alignment and Trade-Offs • In order to maintain strong core functions • Supplementary/restricted funds
Equity Considerations • Impact • Mitigation Plan

Appendix C – Additional Equity Considerations

Due to the need to make additional cuts to department and school budgets as a result of the MFT contract settlement, the Senior Leadership team used the following process to mitigate inequitable impacts when making new cuts:

1. Explain the proposed change (i.e. decreased FTE, elimination of contract, decreased extended time etc.)
2. With any changes (cuts, reductions, or additions) being made in 2022-23:
    a. **Identify which specific groups** (i.e., staff, students, families, and/or community groups) **will be most directly impacted by changes** to your division/department core function including programs, supports, or services or initiatives/strategies next year; and
    b. **What you will do to mitigate any potential negative impacts** to these groups. Also, considered the anticipated positive impacts.

Appendix – Additional Equity Considerations

Due to the need to make additional cuts to school budgets as a result of the MFT contract settlement, REAA is asking school leaders to complete an addendum to their original Equity Considerations Document as follows:

BUDGET CHANGES: Explain the proposed budget changes and how it will impact your school's initiatives including programs, supports, and/or services.	**IMPACTS OF BUDGET CHANGES**: Identify which specific groups (i.e., staff, students, families, and/or community groups) you anticipate will be most directly impacted by changes to your school's budget (i.e., positions, programs, supports, and/or services).	**MITIGATION PLAN**: Describe how you plan to mitigate any potential negative impacts for the specific groups named.
EXAMPLE: *Cut 2 licensed positions that support student interventions.*	*EXAMPLE:* *The majority of our students who qualify for interventions are from our underserved populations (predominantly our Black and American Indian students and those receiving SPED services).*	*EXAMPLE:* *Current staff will absorb the responsibilities of the 2 licensed positions that are cut, prioritizing serving our most underserved students.*

Special School District Number 1
Board of Education Resolution

MINNEAPOLIS
PUBLIC SCHOOLS

Resolution No. 2022-0031
June 14, 2022

Resolution Proposing Authorization for the Updated 2022-23 Capital Plan and Bond

WHEREAS, Board of Education policy requires a multi-year capital plan to re-evaluate annually based on investment priorities and emerging needs; and

WHEREAS, during 2022-23, an additional year will be added for planning purposes; and

WHEREAS, specific changes include: removing $10,000.000 technology, remove $843,648 for Fleet replacement, delay bonding for Edison CTE renovations $477,269, delay bonding for Roosevelt CTE renovations $5,702,930, delay bonding for Wilder entrance $4,705,470.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby authorizes the recommendation total FY2023 bond is updated to $64,194,898.00 as outlined in the MPS Capital Plan FY 22-23 to FY 24-25.

ADOPTED this 14th day of June, 2022.

Kim Ellison, Chair

Nelson Inz, Clerk

RECORD OF BOARD VOTE (2022-0031)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Arneson				
El-Amin				
Ali				
Cerrillo				
Inz				
Jourdain				
Booker				
Caprini				
Ellison				

MPS Capital Plan
FY22-23 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:	$138,920,092	$38,460,628	$18,550,312	$24,019,916	$34,215,125	$23,674,111
	Total & Annual Non-CDD plans:	$93,741,120	$24,417,488	$24,318,005	$9,860,000	$10,067,394	$25,078,233
	Total & Annual LTFM plans:	$170,688,135	$31,995,045	$39,934,590	$30,314,982	$32,527,582	$35,915,936
	TOTAL USES OF FUNDS:	$403,349,347	$94,873,161	$82,802,907	$64,194,898	$76,810,101	$84,668,280
	UNALLOCATED FUNDING:	$37,780,834	$19,752	$1,434,492	$21,729,317	$10,519,079	$4,078,194

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	Kitchen/Lunchroom/Supple	$833,638	$0	$0	$833,638	$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:	$20,906,294	$0	$0	$0	$0	$0
Anthony	CDD	ANTH	SPED Renovations	$853,600	$853,600	$0	$0	$0	$0
Anthony	CDD-st	ANTH	Site subtotal:	$853,600	$0	$0	$0	$0	$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	$0	$0	$0	$0
Edison	CDD	EDIS	CTE Renovations	$477,269	$0	$0	$0	$477,269	$0
Edison	CDD-st	EDIS	Site subtotal:	$477,269	$0	$0	$0	$0	$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	$0	$0	$0	$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	$0	$0	$0	$0
Henry	CDD	HENR	SPED Renovations	$213,400	$213,400	$0	$0	$0	$0
Henry	CDD-st	HENR	Site subtotal:	$213,400	$0	$0	$0	$0	$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	$0	$0	$0	$0
Marcy	CDD	MARC	Arts Magnet Improvements	$213,400	$213,400	$0	$0	$0	$0
Marcy	CDD-st	MARC	Site subtotal:	$213,400	$0	$0	$0	$0	$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	$0	$0	$0	$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	Kitchen/Lunchroom	$833,638	$0	$0	$833,638	$0	$0
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

MPS Capital Plan
FY22-23 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:	$138,920,092	$38,460,628	$18,550,312	$24,019,916	$34,215,125	$23,674,111
	Total & Annual Non-CDD plans:	$93,741,120	$24,417,488	$24,318,005	$9,860,000	$10,067,394	$25,078,233
	Total & Annual LTFM plans:	$170,688,135	$31,995,045	$39,934,590	$30,314,982	$32,527,582	$35,915,936
	TOTAL USES OF FUNDS:	$403,349,347	$94,873,161	$82,802,907	$64,194,898	$76,810,101	$84,668,280
	UNALLOCATED FUNDING:	$37,780,834	$19,752	$1,434,492	$21,729,317	$10,519,079	$4,078,194

School	Program	Site ID	Project	Total Investment amount	20/21	21/22	22/23	23/24	24/25
North	CDD	NORT	HVAC System renewal	$9,881,487	$0	$0	$0	$9,881,487	$0
North	CDD-st	NORT	Site subtotal:	$83,529,163	$0	$0	$0	$0	$0
Olson	CDD	OLSO	SPED Renovations	$853,600	$853,600	$0	$0	$0	$0
Olson	CDD-st	OLSO	Site subtotal:	$853,600	$0	$0	$0	$0	$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	$0	$6,273,960
Page	CDD	PAGE	FFE	$319,588	$0	$0	$319,588	$0	$0
Page	CDD-st	PAGE	Site subtotal:	$9,157,549	$0	$0	$0	$0	$0
Roosevelt	CDD	ROOS	CTE Renovations	$5,702,930	$0	$0	$0	$5,702,930	$0
Roosevelt	CDD-st	ROOS	Site subtotal:	$5,702,930	$0	$0	$0	$0	$0
Sheridan	CDD	SHER	Entrance	$4,323,151	$0	$0	$0	$0	$4,323,151
Sheridan	CDD-st	SHER	Site subtotal:	$4,323,151	$0	$0	$0	$0	$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	$0	$0	$0	$0
Webster	CDD	WEBS	SPED Renovations	$213,400	$213,400	$0	$0	$0	$0
Webster	CDD-st	WEBS	Site subtotal:	$213,400	$0	$0	$0	$0	$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	$0	$4,705,470	$0
Wilder	CDD-st	WILD	Site subtotal:	$5,772,470	$0	$0	$0	$0	$0

MPS Capital Plan
FY22-23 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:	$138,920,092	$38,460,628	$18,550,312	$24,019,916	$34,215,125	$23,674,111
	Total & Annual Non-CDD plans:	$93,741,120	$24,417,488	$24,318,005	$9,860,000	$10,067,394	$25,078,233
	Total & Annual LTFM plans:	$170,688,135	$31,995,045	$39,934,590	$30,314,982	$32,527,582	$35,915,936
	TOTAL USES OF FUNDS:	$403,349,347	$94,873,161	$82,802,907	$64,194,898	$76,810,101	$84,668,280
	UNALLOCATED FUNDING:	$37,780,834	$19,752	$1,434,492	$21,729,317	$10,519,079	$4,078,194

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	$0	$0	$0	$0
District Wide	Non-CDD	MULT	Property Assessments	$0	$0	$0	$0	$0	$0
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	$0	$0	$0	$0
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	$0	$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	$0	$0	$0	$0
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	$0	$0	$0	$0
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	$0	$0	$0	$0
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	$0	$0	$0
District Wide	Non-CDD	MULT	Technology	$10,000,000	$0	$0	$0	$0	$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	$0	$0	$0	$0
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	$0	$0	$0	$0
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	$0	$0	$0	$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	$0	$0	$0	$0
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	$0	$0	$0	$0
South	Non-CDD	SOUT	Entrance	$4,940,744	$0	$0	$0	$0	$4,940,744
South	Non-CDD-st	SOUT	Site subtotal:	$4,940,744	$0	$0	$0	$0	$0

MPS Capital Plan
FY22-23 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
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	Total & Annual Non-CDD plans:	$93,741,120	$24,417,488	$24,318,005	$9,860,000	$10,067,394	$25,078,233
	Total & Annual LTFM plans:	$170,688,135	$31,995,045	$39,934,590	$30,314,982	$32,527,582	$35,915,936
	TOTAL USES OF FUNDS:	$403,349,347	$94,873,161	$82,802,907	$64,194,898	$76,810,101	$84,668,280
	UNALLOCATED FUNDING:	$37,780,834	$19,752	$1,434,492	$21,729,317	$10,519,079	$4,078,194

School	Program	Site ID	Project	Total Investment amount	20/21	21/22	22/23	23/24	24/25
	LTFM	ANDE	370 Electrical	$200,000	$0	$0	$200,000	$0	$0
	LTFM-st	ANDE	Site subtotal:	$200,000	$0	$0	$0	$0	$0
	LTFM	ANTH	370 Electrical	$300,000	$0	$0	$300,000	$0	$0
	LTFM	ANTH	380 Mechanical Systems	$316,000	$0	$0	$316,000	$0	$0
	LTFM	ANTH	379 Interior Surfaces	$150,000	$0	$0	$150,000	$0	$0
	LTFM-st	ANTH	Site subtotal:	$766,000	$0	$0	$0	$0	$0
	LTFM	ANWA	370 Electrical	$250,000	$0	$0	$250,000	$0	$0
	LTFM	ANWA	381 Plumbing	$42,000	$0	$0	$42,000	$0	$0
	LTFM-st	ANWA	Site subtotal:	$292,000	$0	$0	$0	$0	$0
	LTFM	ARMA	368 Building Envelope	$50,000	$0	$0	$50,000	$0	$0
	LTFM	ARMA	369 Building Hardware and I	$425,000	$0	$0	$425,000	$0	$0
	LTFM	ARMA	379 Interior Surfaces	$50,000	$0	$0	$50,000	$0	$0
	LTFM-st	ARMA	Site subtotal:	$525,000	$0	$0	$0	$0	$0
	LTFM	BART	369 Building Hardware and I	$188,832	$0	$0	$188,832	$0	$0
	LTFM	BART	370 Electrical	$245,000	$0	$0	$245,000	$0	$0
	LTFM	BART	380 Mechanical Systems	$5,090	$0	$0	$5,090	$0	$0
	LTFM	BART	384 Site Projects	$250,000	$0	$0	$250,000	$0	$0
	LTFM-st	BART	Site subtotal:	$688,922	$0	$0	$0	$0	$0
	LTFM	BETH	380 Mechanical Systems	$50,000	$0	$0	$50,000	$0	$0
	LTFM-st	BETH	Site subtotal:	$50,000	$0	$0	$0	$0	$0
	LTFM	BRYN	370 Electrical	$650,000	$0	$0	$650,000	$0	$0
	LTFM	BRYN	379 Interior Surfaces	$200,000	$0	$0	$200,000	$0	$0
	LTFM	BRYN	380 Mechanical Systems	$25,000	$0	$0	$25,000	$0	$0
	LTFM	BRYN	381 Plumbing	$89,000	$0	$0	$89,000	$0	$0
	LTFM-st	BRYN	Site subtotal:	$964,000	$0	$0	$0	$0	$0
	LTFM	BURR	380 Mechanical Systems	$140,000	$0	$0	$140,000	$0	$0
	LTFM-st	BURR	Site subtotal:	$140,000	$0	$0	$0	$0	$0
	LTFM	COOP	380 Mechanical Systems	$212,000	$0	$0	$212,000	$0	$0
	LTFM-st	COOP	Site subtotal:	$212,000	$0	$0	$0	$0	$0
	LTFM	DAVI	379 Interior Surfaces	$100,000	$0	$0	$100,000	$0	$0
	LTFM	DAVI	380 Mechanical Systems	$335,000	$0	$0	$335,000	$0	$0
	LTFM-st	DAVI	Site subtotal:	$435,000	$0	$0	$0	$0	$0
	LTFM	MULT	368 Building Envelope	$970,000	$0	$0	$970,000	$0	$0
	LTFM	MULT	369 Building Hardware and I	$250,000	$0	$0	$250,000	$0	$0
	LTFM	MULT	370 Electrical	$1,800,000	$0	$0	$1,800,000	$0	$0
	LTFM	MULT	379 Interior Surfaces	$900,000	$0	$0	$900,000	$0	$0
	LTFM	MULT	380 Mechanical Systems	$1,800,000	$0	$0	$1,800,000	$0	$0
	LTFM	MULT	381 Plumbing	$175,000	$0	$0	$175,000	$0	$0
	LTFM	MULT	382 Professional Services an	$99,460	$0	$0	$99,460	$0	$0
	LTFM	MULT	383 Roof Systems	$100,000	$0	$0	$100,000	$0	$0
	LTFM-st	MULT	Site subtotal:	$6,094,460	$0	$0	$0	$0	$0
	LTFM	DOWL	370 Electrical	$200,000	$0	$0	$200,000	$0	$0
	LTFM	DOWL	380 Mechanical Systems	$74,000	$0	$0	$74,000	$0	$0
	LTFM	DOWL	384 Site Projects	$190,000	$0	$0	$190,000	$0	$0
	LTFM-st	DOWL	Site subtotal:	$464,000	$0	$0	$0	$0	$0
	LTFM	EDIS	380 Mechanical Systems	$24,000	$0	$0	$24,000	$0	$0
	LTFM	EDIS	381 Plumbing	$66,000	$0	$0	$66,000	$0	$0
	LTFM-st	EDIS	Site subtotal:	$90,000	$0	$0	$0	$0	$0

MPS Capital Plan
FY22-23 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:	$138,920,092	$38,460,628	$18,550,312	$24,019,916	$34,215,125	$23,674,111
	Total & Annual Non-CDD plans:	$93,741,120	$24,417,488	$24,318,005	$9,860,000	$10,067,394	$25,078,233
	Total & Annual LTFM plans:	$170,688,135	$31,995,045	$39,934,590	$30,314,982	$32,527,582	$35,915,936
	TOTAL USES OF FUNDS:	$403,349,347	$94,873,161	$82,802,907	$64,194,898	$76,810,101	$84,668,280
	UNALLOCATED FUNDING:	$37,780,834	$19,752	$1,434,492	$21,729,317	$10,519,079	$4,078,194

School	Program	Site ID	Project	Total Investment amount	20/21	21/22	22/23	23/24	24/25
	LTFM	EMER	379 Interior Surfaces	$100,000	$0	$0	$100,000	$0	$0
	LTFM	EMER	381 Plumbing	$35,000	$0	$0	$35,000	$0	$0
	LTFM	EMER	384 Site Projects	$200,000	$0	$0	$200,000	$0	$0
	LTFM-st	EMER	Site subtotal:	$335,000	$0	$0	$0	$0	$0
	LTFM	ERIC	379 Interior Surfaces	$100,000	$0	$0	$100,000	$0	$0
	LTFM	ERIC	380 Mechanical Systems	$60,000	$0	$0	$60,000	$0	$0
	LTFM-st	ERIC	Site subtotal:	$160,000	$0	$0	$0	$0	$0
	LTFM	FAIR	379 Interior Surfaces	$90,000	$0	$0	$90,000	$0	$0
	LTFM-st	FAIR	Site subtotal:	$90,000	$0	$0	$0	$0	$0
	LTFM	FIEL	369 Building Hardware and I	$100,000	$0	$0	$100,000	$0	$0
	LTFM	FIEL	379 Interior Surfaces	$20,000	$0	$0	$20,000	$0	$0
	LTFM	FIEL	380 Mechanical Systems	$647,000	$0	$0	$647,000	$0	$0
	LTFM-st	FIEL	Site subtotal:	$767,000	$0	$0	$0	$0	$0
	LTFM	FOLW	369 Building Hardware and I	$175,000	$0	$0	$175,000	$0	$0
	LTFM-st	FOLW	Site subtotal:	$175,000	$0	$0	$0	$0	$0
	LTFM	FRAN	369 Building Hardware and I	$200,000	$0	$0	$200,000	$0	$0
	LTFM	FRAN	380 Mechanical Systems	$157,000	$0	$0	$157,000	$0	$0
	LTFM	FRAN	383 Roof Systems	$1,957,000	$0	$0	$1,957,000	$0	$0
	LTFM-st	FRAN	Site subtotal:	$2,314,000	$0	$0	$0	$0	$0
	LTFM	GREE	379 Interior Surfaces	$240,000	$0	$0	$240,000	$0	$0
	LTFM	GREE	380 Mechanical Systems	$40,000	$0	$0	$40,000	$0	$0
	LTFM-st	GREE	Site subtotal:	$280,000	$0	$0	$0	$0	$0
	LTFM	HALE	379 Interior Surfaces	$260,000	$0	$0	$260,000	$0	$0
	LTFM	HALE	380 Mechanical Systems	$174,000	$0	$0	$174,000	$0	$0
	LTFM-st	HALE	Site subtotal:	$434,000	$0	$0	$0	$0	$0
	LTFM	HALL	379 Interior Surfaces	$81,000	$0	$0	$81,000	$0	$0
	LTFM	HALL	381 Plumbing	$35,000	$0	$0	$35,000	$0	$0
	LTFM	HALL	384 Site Projects	$200,000	$0	$0	$200,000	$0	$0
	LTFM-st	HALL	Site subtotal:	$316,000	$0	$0	$0	$0	$0
	LTFM	HAMI	380 Mechanical Systems	$75,000	$0	$0	$75,000	$0	$0
	LTFM-st	HAMI	Site subtotal:	$75,000	$0	$0	$0	$0	$0
	LTFM	HARR	379 Interior Surfaces	$110,000	$0	$0	$110,000	$0	$0
	LTFM-st	HARR	Site subtotal:	$110,000	$0	$0	$0	$0	$0
	LTFM	HENR	379 Interior Surfaces	$240,000	$0	$0	$240,000	$0	$0
	LTFM	HENR	380 Mechanical Systems	$237,000	$0	$0	$237,000	$0	$0
	LTFM-st	HENR	Site subtotal:	$477,000	$0	$0	$0	$0	$0
	LTFM	HIAW	379 Interior Surfaces	$50,000	$0	$0	$50,000	$0	$0
	LTFM	HIAW	380 Mechanical Systems	$36,000	$0	$0	$36,000	$0	$0
	LTFM	HIAW	381 Plumbing	$22,000	$0	$0	$22,000	$0	$0
	LTFM-st	HIAW	Site subtotal:	$108,000	$0	$0	$0	$0	$0
	LTFM	HOWE	381 Plumbing	$20,000	$0	$0	$20,000	$0	$0
	LTFM-st	HOWE	Site subtotal:	$20,000	$0	$0	$0	$0	$0
	LTFM	JOHN	380 Mechanical Systems	$18,000	$0	$0	$18,000	$0	$0
	LTFM-st	JOHN	Site subtotal:	$18,000	$0	$0	$0	$0	$0
	LTFM	HMON	369 Building Hardware and I	$10,000	$0	$0	$10,000	$0	$0
	LTFM	HMON	380 Mechanical Systems	$6,000	$0	$0	$6,000	$0	$0
	LTFM-st	HMON	Site subtotal:	$16,000	$0	$0	$0	$0	$0
	LTFM	KEEW	369 Building Hardware and I	$130,000	$0	$0	$130,000	$0	$0

MPS Capital Plan
FY22-23 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:	$138,920,092	$38,460,628	$18,550,312	$24,019,916	$34,215,125	$23,674,111
	Total & Annual Non-CDD plans:	$93,741,120	$24,417,488	$24,318,005	$9,860,000	$10,067,394	$25,078,233
	Total & Annual LTFM plans:	$170,688,135	$31,995,045	$39,934,590	$30,314,982	$32,527,582	$35,915,936
	TOTAL USES OF FUNDS:	$403,349,347	$94,873,161	$82,802,907	$64,194,898	$76,810,101	$84,668,280
	UNALLOCATED FUNDING:	$37,780,834	$19,752	$1,434,492	$21,729,317	$10,519,079	$4,078,194

School	Program	Site ID	Project	Total Investment amount	20/21	21/22	22/23	23/24	24/25
	LTFM	KEEW	379 Interior Surfaces	$455,000	$0	$0	$455,000	$0	$0
	LTFM	KEEW	384 Site Projects	$200,000	$0	$0	$200,000	$0	$0
	LTFM-st	KEEW	Site subtotal:	$785,000	$0	$0	$0	$0	$0
	LTFM	KENW	379 Interior Surfaces	$130,000	$0	$0	$130,000	$0	$0
	LTFM	KENW	381 Plumbing	$100,000	$0	$0	$100,000	$0	$0
	LTFM	KENW	384 Site Projects	$150,000	$0	$0	$150,000	$0	$0
	LTFM-st	KENW	Site subtotal:	$380,000	$0	$0	$0	$0	$0
	LTFM	LANE	369 Building Hardware and I	$60,000	$0	$0	$60,000	$0	$0
	LTFM	LANE	380 Mechanical Systems	$27,000	$0	$0	$27,000	$0	$0
	LTFM-st	LANE	Site subtotal:	$87,000	$0	$0	$0	$0	$0
	LTFM	LIND	369 Building Hardware and I	$120,000	$0	$0	$120,000	$0	$0
	LTFM	LIND	379 Interior Surfaces	$100,000	$0	$0	$100,000	$0	$0
	LTFM	LIND	380 Mechanical Systems	$45,000	$0	$0	$45,000	$0	$0
	LTFM	LIND	381 Plumbing	$89,000	$0	$0	$89,000	$0	$0
	LTFM-st	LIND	Site subtotal:	$354,000	$0	$0	$0	$0	$0
	LTFM	LLOW	380 Mechanical Systems	$250,000	$0	$0	$250,000	$0	$0
	LTFM-st	LLOW	Site subtotal:	$250,000	$0	$0	$0	$0	$0
	LTFM	LLUP	380 Mechanical Systems	$25,000	$0	$0	$25,000	$0	$0
	LTFM-st	LLUP	Site subtotal:	$25,000	$0	$0	$0	$0	$0
	LTFM	LONG	369 Building Hardware and I	$75,000	$0	$0	$75,000	$0	$0
	LTFM	LONG	380 Mechanical Systems	$60,000	$0	$0	$60,000	$0	$0
	LTFM	LONG	381 Plumbing	$18,000	$0	$0	$18,000	$0	$0
	LTFM-st	LONG	Site subtotal:	$153,000	$0	$0	$0	$0	$0
	LTFM	LORI	381 Plumbing	$18,000	$0	$0	$18,000	$0	$0
	LTFM-st	LORI	Site subtotal:	$18,000	$0	$0	$0	$0	$0
	LTFM	LYND	369 Building Hardware and I	$10,000	$0	$0	$10,000	$0	$0
	LTFM-st	LYND	Site subtotal:	$10,000	$0	$0	$0	$0	$0
	LTFM	MARC	379 Interior Surfaces	$16,000	$0	$0	$16,000	$0	$0
	LTFM	MARC	381 Plumbing	$35,000	$0	$0	$35,000	$0	$0
	LTFM-st	MARC	Site subtotal:	$51,000	$0	$0	$0	$0	$0
	LTFM	NEAS	379 Interior Surfaces	$200,000	$0	$0	$200,000	$0	$0
	LTFM	NEAS	380 Mechanical Systems	$160,000	$0	$0	$160,000	$0	$0
	LTFM-st	NEAS	Site subtotal:	$360,000	$0	$0	$0	$0	$0
	LTFM	NORT	380 Mechanical Systems	$6,000	$0	$0	$6,000	$0	$0
	LTFM-st	NORT	Site subtotal:	$6,000	$0	$0	$0	$0	$0
	LTFM	NSTA	380 Mechanical Systems	$12,000	$0	$0	$12,000	$0	$0
	LTFM-st	NSTA	Site subtotal:	$12,000	$0	$0	$0	$0	$0
	LTFM	NUTR	369 Building Hardware and I	$16,000	$0	$0	$16,000	$0	$0
	LTFM	NUTR	380 Mechanical Systems	$100,000	$0	$0	$100,000	$0	$0
	LTFM-st	NUTR	Site subtotal:	$116,000	$0	$0	$0	$0	$0
	LTFM	OLSO	380 Mechanical Systems	$65,000	$0	$0	$65,000	$0	$0
	LTFM-st	OLSO	Site subtotal:	$65,000	$0	$0	$0	$0	$0
	LTFM	PILL	369 Building Hardware and I	$226,600	$0	$0	$226,600	$0	$0
	LTFM	PILL	370 Electrical	$50,000	$0	$0	$50,000	$0	$0
	LTFM	PILL	380 Mechanical Systems	$45,000	$0	$0	$45,000	$0	$0
	LTFM-st	PILL	Site subtotal:	$321,600	$0	$0	$0	$0	$0
	LTFM	PRAT	369 Building Hardware and I	$85,000	$0	$0	$85,000	$0	$0
	LTFM	PRAT	381 Plumbing	$44,000	$0	$0	$44,000	$0	$0

MPS Capital Plan
FY22-23 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:	$138,920,092	$38,460,628	$18,550,312	$24,019,916	$34,215,125	$23,674,111
	Total & Annual Non-CDD plans:	$93,741,120	$24,417,488	$24,318,005	$9,860,000	$10,067,394	$25,078,233
	Total & Annual LTFM plans:	$170,688,135	$31,995,045	$39,934,590	$30,314,982	$32,527,582	$35,915,936
	TOTAL USES OF FUNDS:	$403,349,347	$94,873,161	$82,802,907	$64,194,898	$76,810,101	$84,668,280
	UNALLOCATED FUNDING:	$37,780,834	$19,752	$1,434,492	$21,729,317	$10,519,079	$4,078,194

School	Program	Site ID	Project	Total Investment amount	20/21	21/22	22/23	23/24	24/25
	LTFM-st	PRAT	Site subtotal:	$129,000	$0	$0	$0	$0	$0
	LTFM	PAGE	379 Interior Surfaces	$310,000	$0	$0	$310,000	$0	$0
	LTFM-st	PAGE	Site subtotal:	$310,000	$0	$0	$0	$0	$0
	LTFM	ROOS	379 Interior Surfaces	$700,000	$0	$0	$700,000	$0	$0
	LTFM	ROOS	380 Mechanical Systems	$85,000	$0	$0	$85,000	$0	$0
	LTFM-st	ROOS	Site subtotal:	$785,000	$0	$0	$0	$0	$0
	LTFM	SANF	369 Building Hardware and I	$200,000	$0	$0	$200,000	$0	$0
	LTFM	SANF	379 Interior Surfaces	$100,000	$0	$0	$100,000	$0	$0
	LTFM	SANF	380 Mechanical Systems	$62,000	$0	$0	$62,000	$0	$0
	LTFM-st	SANF	Site subtotal:	$362,000	$0	$0	$0	$0	$0
	LTFM	SEWA	381 Plumbing	$40,000	$0	$0	$40,000	$0	$0
	LTFM-st	SEWA	Site subtotal:	$40,000	$0	$0	$0	$0	$0
	LTFM	SHER	369 Building Hardware and I	$200,000	$0	$0	$200,000	$0	$0
	LTFM	SHER	380 Mechanical Systems	$880,000	$0	$0	$880,000	$0	$0
	LTFM	SHER	380 Mechanical Systems	$4,030,000	$0	$0	$4,030,000	$0	$0
	LTFM-st	SHER	Site subtotal:	$5,110,000	$0	$0	$0	$0	$0
	LTFM	SULL	379 Interior Surfaces	$205,000	$0	$0	$205,000	$0	$0
	LTFM-st	SULL	Site subtotal:	$205,000	$0	$0	$0	$0	$0
	LTFM	SWES	379 Interior Surfaces	$300,000	$0	$0	$300,000	$0	$0
	LTFM-st	SWES	Site subtotal:	$300,000	$0	$0	$0	$0	$0
	LTFM	TRAN	369 Building Hardware and I	$15,000	$0	$0	$15,000	$0	$0
	LTFM	TRAN	380 Mechanical Systems	$12,000	$0	$0	$12,000	$0	$0
	LTFM	TRAN	384 Site Projects	$907,000	$0	$0	$907,000	$0	$0
	LTFM-st	TRAN	Site subtotal:	$934,000	$0	$0	$0	$0	$0
	LTFM	WAIT	380 Mechanical Systems	$345,000	$0	$0	$345,000	$0	$0
	LTFM-st	WAIT	Site subtotal:	$345,000	$0	$0	$0	$0	$0
	LTFM	WASH	379 Interior Surfaces	$400,000	$0	$0	$400,000	$0	$0
	LTFM	WASH	380 Mechanical Systems	$200,000	$0	$0	$200,000	$0	$0
	LTFM	WASH	384 Site Projects	$975,000	$0	$0	$975,000	$0	$0
	LTFM-st	WASH	Site subtotal:	$1,575,000	$0	$0	$0	$0	$0
	LTFM	WEBS	379 Interior Surfaces	$75,000	$0	$0	$75,000	$0	$0
	LTFM-st	WEBS	Site subtotal:	$75,000	$0	$0	$0	$0	$0
	LTFM	WENO	369 Building Hardware and I	$10,000	$0	$0	$10,000	$0	$0
	LTFM	WENO	380 Mechanical Systems	$60,000	$0	$0	$60,000	$0	$0
	LTFM-st	WENO	Site subtotal:	$70,000	$0	$0	$0	$0	$0
	LTFM	WHIT	379 Interior Surfaces	$100,000	$0	$0	$100,000	$0	$0
	LTFM	WHIT	384 Site Projects	$25,000	$0	$0	$25,000	$0	$0
	LTFM-st	WHIT	Site subtotal:	$125,000	$0	$0	$0	$0	$0
	LTFM	WIND	380 Mechanical Systems	$340,000	$0	$0	$340,000	$0	$0
	LTFM-st	WIND	Site subtotal:	$340,000	$0	$0	$0	$0	$0



Capital Plan and Surplus Buildings

Committee of the Whole

April 26, 2022

MINNEAPOLIS PUBLIC SCHOOLS
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Capital Planning Update - Summer 2022

On Track Projects	On Track Projects
• North High Facility Improvements & CTE Center $43,000,000 • Andersen $4,500,000 • Hall STEM Academy Observatory $1,525,000 • Marcy Black Box and Dance Space $215,000 • Bethune Arts Theater $7,000,000 • Sullivan Robotics Lab $137,000 • Pillsbury Entrance $775,000	• Lucy Laney Lighting $300,000 • DW Flooring (3 sites) $1,700,000 • Washer & Dryers (15 schools) • Barton Entrance $2,400,000 • Hale Kitchen $2,400,000 • Anthony Entrance $3,400,000 • Nellie Stone Johnson FFE $250,000 • Windom FFE $200,000

Capital Planning Update - Summer 2022

Delayed Projects

- Burroughs Kitchen, flooring, lighting $3,700,000
- Lyndale Ventilation $14,800,000
- ESSER Ventilation Improvements at Sheridan & Pratt $6,500,000
- Field Elementary Entrance, kitchen $4,100,000
- Kenny Kitchen $5,100,000
- Wenonah Lunchroom $3,300,000
- Northrop Entrance $795,000

Modified 2022 Scope

- Justice Page Entrance $5,800,000
- Clocks/PA/FA at Washburn, Hall, Northeast and Northrop $1,817,000

Reasons for Delays

- Supply chain
- Contractor availability
- Contracting delays

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Hall STEM Academy Observatory



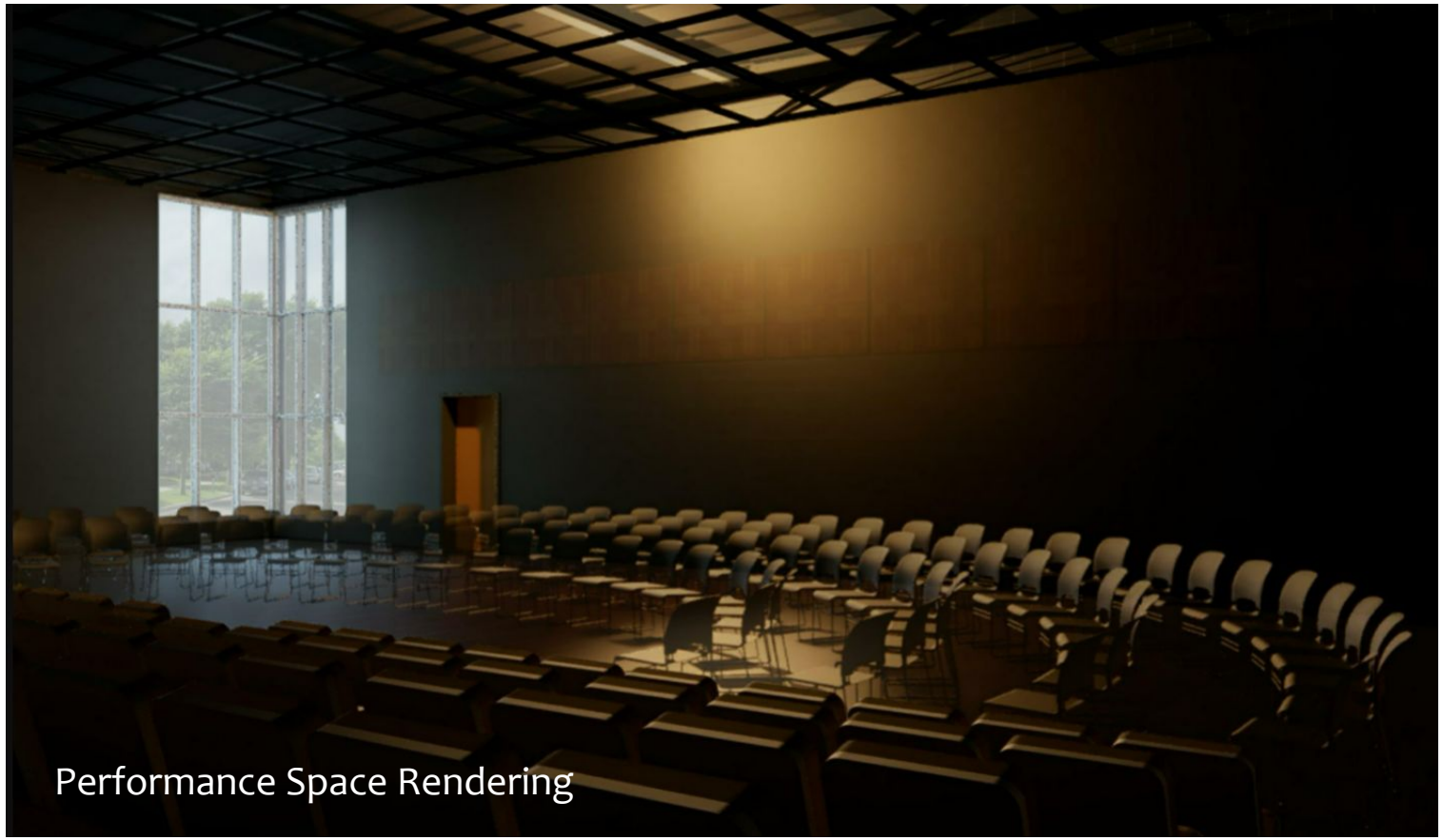
2 OBSERVATORY - AXONOMETRIC

New observatory to support STEM program

Design: August-November 2021
Construction start: June 2022
Architect: Wold Architects
General Contractor: Sheehy Construction **Budget:** $1,525,000

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Bethune Arts Elementary School



Performance Space Rendering

New performance space, upgrades to dance, choir and band rooms; and full service community school upgrades

Design: 2021
Construction start: Summer 2022
Designer: Wold Architects
General Contractor: Shaw Lundquist **Budget:** $6,000,000

North High School Renovation & CTE Center



Common Area Rendering

New entrance with improvements to the entry drive, parking lots, an entry plaza and green space.

Improvements to the admin offices & commons area, kitchen and lunchroom improvements.

New Career & Technical Education (CTE) center located in building.

Design: Spring 2021- Spring 2022
Construction start: April 2022
Architect: LSE
General Contractor: Kraus Anderson
Budget: $56 million

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

2022-23 Capital Plan and Bond

Total FY 2023 Bonding recommendation is **$64,194,898** as outlined in the **MPS Capital Plan FY 22-23 to FY 24-25**; specific changes:

- Remove $10,000,000 technology - investment funded from previous bonds
- Remove $843,648 for Fleet Replacement - investment funded from previous bonds
- Delay bonding for Edison CTE Renovations $477, 269
- Delay bonding for Roosevelt CTE Renovations $5,702,930
- Delay bonding for Wilder entrance $4,705,470

Next Steps

- Board action needed to approve the updated 2022-23 Capital Plan and bonding at the June business meeting.
- The plan is re-evaluated annually based on investment priorities and emerging needs.
- The capital plan is both a projection and a snapshot of what we know at this time.
- Board policy requires a multi-year capital plan; minimally a 3-year plan.
- During 2022-23, an additional year will be added for planning purposes.

Appendix

Capital Planning Update - Completed Projects

- Franklin Robotics lab
- Safe and Welcoming Entrances
  - Olson Middle School
  - Northeast Middle School
  - Hmong International Academy
  - FAIR School for the Arts
  - Waite Park Elementary (and Lunchroom)
  - Bryn Mawr
  - Anwatin
  - Folwell (and kitchen)
  - Wenonah
  - Bethune
  - Jenny Lind
- Track Resurfacing at Henry and Southwest
- Classroom door handle set locks updated throughout the District
- Replaced 6 chillers (air conditioning)
- Building Automation System upgrades at 12 schools (better ventilation controls)
- Paving at 9 Schools
- SPED Renovations at 6 schools
- 50+ Small capital projects
- 49 Bike Racks Installed
- Harrison Space Renovation
- Clocks/PA/FA at 4 sites

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

Potential Capital Plan Priorities

- Updating facilities for Extracurricular Activities
- Improving Student Experiences
- Instructional Support
- Community Engagement
- Renew Existing Facilities

Special School District Number 1
Board of Education Resolution

MINNEAPOLIS
PUBLIC SCHOOLS

Resolution No. 2022-0043
June 14, 2022

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 (LTFM) 10-Year Plan; and

WHEREAS, the Senior Operations Officer recommends approval of the Long-Term Facilities Maintenance (LTFM) 10-Year Plan.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby approves the Long-Term Facilities Maintenance (LTFM) 10-Year Plan as presented (2022-0043A).

ADOPTED this 14th day of June 2022.

Kim Ellison, Chair

Nelson Inz, Clerk

RECORD OF BOARD VOTE (2022-0043)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Arneson				
El-Amin				
Ali				
Cerrillo				
Inz				
Jourdain				
Booker				
Caprini				
Ellison				

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
Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 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
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 a majority of the members of the Board of Education of the District at a lawful meeting duly called and held on June 14, 2022, 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, 2022.

_____
School District Clerk

RESOLUTION RELATING TO GENERAL OBLIGATION LONG-TERM FACILITIES MAINTENANCE BONDS; DECLARING INTENT TO ISSUE BONDS TO FINANCE A FACILITIES PLAN; PROVIDING FOR APPROVAL OF THE PLAN AND APPROVAL OF BONDS BY THE COMMISSIONER OF EDUCATION; AND AUTHORIZING THE PUBLICATION OF NOTICE

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 Approval

1.01. The District is authorized, pursuant to Minnesota Statutes, Section 123B.595 and Chapter 475, to borrow money by the issuance of its general obligation long-term facilities maintenance bonds. This Board hereby determines that it is necessary and desirable and in the best interest of the District to issue a series of general obligation long-term facilities maintenance bonds (the "Bonds"), pursuant to Minnesota Statutes, Section 123B.595 and Chapter 475. The District will issue the Bonds in a par amount of approximately $30,615,000 to finance projects described in the District's ten-year facilities plan adopted by this Board (the "Plan").

1.02. The Plan has been submitted or will be submitted to the Commissioner of the Department of Education of the State of Minnesota (the "Commissioner of Education") for approval as required by Minnesota Statutes, Section 123B.595, subdivision 4, and such approval has been or will be received prior to the date on which the Bonds will be issued.

Section 2. Notice

2.01. The officers and employees of the District are hereby authorized and directed to cause notice of the intended projects, the amount of the facilities maintenance bonds to be issued, and the total amount of the District's indebtedness to be published in a legal newspaper of general circulation in the District as required by Minnesota Statutes, Section 123B.595, subdivision 5.

[END OF RESOLUTION]

Special School District Number 1
Board of Education Resolution

MINNEAPOLIS
PUBLIC SCHOOLS

Resolution No. 2022-06-ER-CBA-AFSCME
June 14, 2022

Resolution approving the 2020-2021 and 2021-2024 Collective Bargaining Agreements between Special School District No.1, and American Federation of State, County, And Municipal Employees, Local 56, Council 5

WHEREAS, Special School District No. 1 (District) and American Federation of State, County, and Municipal Employees, Local 56, Council 5 (AFSCME) (Union) were parties to a collective bargaining agreement for the period of July 1, 2018, through June 30, 2020; and

WHEREAS, the collective bargaining agreement between the District and Union expired on June 30, 2020; and

WHEREAS, the District and Union engaged in collective bargaining negotiations, and reached a tentative agreement on successor agreements through June 30, 2024; and

WHEREAS, the Union membership voted affirmatively to ratify the successor agreements.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby approves the 2020-2021 and 2021-2024 collective bargaining agreements between Special School District No. 1, and American Federation of State, County, and Municipal Employees, Local 56, Council 5, effective July 1, 2020, through June 30, 2024.

ADOPTED this 14th day of June 2022.

Kim Ellison, Chair

Nelson Inz, Clerk

RECORD OF BOARD VOTE (2022-06-ER-CBA-AFSCME)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Arneson				
El-Amin				
Ali				
Cerrillo				
Inz				
Jourdain				
Booker				
Caprini				
Ellison				

SPECIAL SCHOOL DISTRICT NO.1

and

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES
Local No. 56, Council 5

2020-2021 *and* 2021-2024

Board meeting – June 14, 2022

Contract negotiations resulted in a four-year agreement; however, according to Minnesota statute, contracts may not exceed three years. This summary consists of two separate contracts, 2020-2021 and 2021-2024.

Term: Contract 1 – One (1) year, July 1, 2020 through June 30, 2021
Contract 2 – Three (3) years, July 1, 2021 through June 30, 2024

Note: Most negotiated provisions are effective in Contract 1 (2020-2021), except those dealing with salary schedules and step movement, which occur in Contract 2 (2021-2024).

Pay: Contract 1: No changes or improvements to the salary schedule.

Contract 2:

Year one:
- 2.0% across-the-board increase to the salary schedule
- $2,000 lump payment for all employees

Year two:
- 2.0% across-the-board increase to the salary schedule, effective July 1, 2022
- Step movement for all employees
- $750 lump sum payment for all members in the bargaining unit at top step on July 1, 2022
- $1,500 lump sum for all members in the bargaining unit who are red-circled

Year three:
- 3.0% to all salary schedules, effective July 1, 2023

Article 8.4 – Shift Differential:

Shift differential pay for second or third shift will increase from $0.50 to $0.60 per hour

Article 8.7.1 – Salary upon Promotion:

Clarifies language concerning step placement upon promotion.

Article 9.3.1 – Overtime Pay.

Language has been added that limits holiday pay to employees in the District Communications Center.

Article 11.1 – Holidays:

Addition of Juneteenth to the list of paid holidays

Article 12.1.3 – Vacation:

Employees on initial employment probation will be eligible to use accrued vacation time.

Article 13.1.2 – Sick Leave:

Employees on initial employment probation may use sick time as it is accrued.

Article 14.10.4b – Deferred Compensation:

Effective January 2, 2023, the District will increase the deferred compensation match to $1,250.

Fiscal Impact:

Contract 1, 2020-2021: The increased cost to the District is $0.0

Contract 2, 2021-202: The three-year total package cost of the tentative agreement is $2,785,000, which represents an 8.0% increase in annual costs spread over three years.

MINNEAPOLIS PUBLIC SCHOOLS
RESOLUTION 2022-0029

RESOLUTION AMENDING POLICY 3546

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 3546: Bus Equipment And Drivers" of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 3546: Bus Equipment ~~And~~, District Vehicles, and Drivers

1. **PURPOSE**
   The safety and security of students while being transported by district owned or a contracted busing service are primary concerns of the District. The purpose of this policy is to establish the commitment to safe buses for students and staff transported by the District.
2. **GENERAL STATEMENT OF POLICY**
   a. All school buses owned and operated by the District shall conform to the requirements established by Minnesota law for school buses.
   b. Any school buses contracted by the District shall conform to requirements established by Minnesota law for school buses.
   c. All school ~~bus~~ drivers, whether district employees or provided through contracted services, shall be fully licensed and qualified as required by law and district rules.
   d. Contracts with busing companies for field trips shall be with duly licensed bus companies that conform to state standards for common carriers and driver licensure.
   e. The Superintendent or Superintendent's designee shall cause all certifications, licenses, records of accidents, mechanical failures, maintenance inspections and repairs made to all vehicles subject to this policy.
   f. The Superintendent or Superintendent's designee shall cause records of all licenses, training records and required physical examinations of drivers to be maintained.
   g. ~~Bus~~ Drivers who are convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to motor vehicle traffic control other than a parking violation shall report such conviction to their supervisor as soon as possible after being notified of the conviction.

h. ~~Bus d~~Drivers who have their driving license suspended, revoked or cancelled by the State of Minnesota or any other state or jurisdiction or who lose the right to operate a vehicle for any period or who are disqualified from operating a commercial motor vehicle for any period shall notify the driver's employer of the suspension, revocation, cancellation, lost privilege or disqualification by the end of the business day on which notification is received, or on the first business day after notification if it is received on a non-business day.

3. **TYPE III VEHICLES**
   a. Type III vehicles are ~~restricted to~~ passenger cars, station wagons, vans and small 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.
   b. The District ~~shall not~~ generally transports Special Education students to treatment and out-of-district Special Education and Homeless and Highly Mobile students that cannot be incorporated into a regular route,~~students~~ with a Type III vehicle. Students are also not generally transported by the district in privately owned Type III vehicles. Only emergency, unscheduled transportation of students may be conducted in vehicles with a seating capacity of ten or fewer without meeting the statutory requirements for a Type III vehicle. If transporting students a Type III vehicle driver shall load and unload students only from a parked position that does not require the student to cross a street, except where not possible or impractical, in which event the driver or an adult assistant must escort the student across the street.
   c. All drivers of Type III vehicles shall be licensed drivers and must be familiar with the use of required emergency equipment. The District shall not knowingly allow a person to operate a Type III vehicle to transport students if the person has been convicted of an offense that disqualifies the person from operating a school bus. All drivers of district owned or contracted Type III vehicles used to transport students shall be trained and certified according to the requirements of law.
   d. Type III vehicles owned by the district shall be equipped with child passenger restraints, and child passenger restraints in them shall be used to the extent required by law.
   e. Type III vehicles owned by the district shall:
      i. be painted a color other than national school bus yellow;
      ii. be state inspected to comply with state requirements, and bear the current year's certificate of inspection issued by the state.
      iii. be twelve years old (12) or less, unless exempted by law;
      iv. have the name of the district clearly marked on the side of the vehicle;
      v. have the required mirrors;
      vi. not have the phrase "school bus" in any location visible to a motorist;
   f. carry the required fire extinguisher, first aid kit and body fluids cleanup kit, clearly marked and located as required by law.
   g. Type III vehicles and their drivers contracted by the district shall meet all requirements of law as to equipment and qualifications.

4. **VEHICLE MAINTENANCE STANDARDS**
    a. All district vehicles~~bus equipment~~ shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the Superintendent, or Superintendent's designee.
    b. All district vehicles shall be state inspected as required by law.
    c. ~~Bus~~ Drivers shall be trained to report any safety or operational concerns regarding the vehicles assigned or used by them on forms or in the manner approved by the Transportation Department.

5. **REQUIRED INSPECTIONS BY DRIVERS**
    a. Post-trip inspections shall be performed by the driver to check for any children or lost items remaining on the bus or for vandalism that has occurred during the trip.
        i. Drivers shall follow Transportation department rules regarding security and reporting of children remaining on the bus after the run has been completed.
        ii. Drivers shall follow Transportation Department rules regarding securing lost property found during post-trip inspections.
        iii. Drivers shall follow Transportation Department rules regarding reporting of vandalism discovered during inspections.
    b. Pre-trip inspections as required by the Transportation department shall be performed by the driver to assess the readiness of the vehicle to perform properly.
6. **RESPONSIBILITY**
    a. The Superintendent may promulgate regulations to implement this policy.
    b. The Superintendent, or Superintendent's designee, may establish specific qualifications including required training for bus drivers for both district employees and contracted services.
    c. The Superintendent or Superintendent's designee may establish specifications for transportation equipment that exceed those required by Minnesota law.

Original Adoption:
04/25/1967

Revision Dates:
11/09/1971; 10/09/1973; 09/09/1975, 02/11/2014

Legal References:

- Minn. Stat. §123B.88 (Independent School Districts: Transportation)
- Minn. Stat. §169.4501 (School Bus Equipment Standards)
- Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disabilities)

MPS Policy Cross References:

- Policy 3545 (Transportation)
- Policy 3548 (Bus Safety)
- Policy 4026 (Transportation Employees: Drug and Alcohol Testing)

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

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

Presiding Officer

_____
Kim Ellison, Chair, Minneapolis Public Schools

Attest

_____
Nelson Inz, Clerk, Minneapolis Public Schools

MINNEAPOLIS PUBLIC SCHOOLS
RESOLUTION 2022-0019

RESOLUTION AMENDING POLICY 6000

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 6000: Mission Of The Educational Program" of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 6000: Mission Of The Educational Program

1. **PURPOSE**
   The school district is committed to an integrated, culturally diversified educational environment which treats all students as unique and capable of learning. The district is committed to providing an excellent instructional program for the benefit of all students. To that end the Board of Education has adopted mission and vision statements and engaged in strategic planning to meet the challenge. The purpose of this policy is to establish the mission of the educational program.
2. **MISSION STATEMENT**
   The mission of the Minneapolis Public Schools is stated as:

   ~~"Our Mission is to ensure that all students learn. We support their growth into knowledgeable, skilled and confident citizens capable of succeeding in their work, personal and family lives into the 21st century."~~"All students—regardless of their background, zip code, and personal needs—will receive an anti-racist, holistic education that builds essential knowledge to prepare students for future success.

3. **VISION STATEMENT**
   The vision statement of the Minneapolis Public Schools is as follows:

   ~~"Every student will have the opportunity to access a high quality program in the Minneapolis Public Schools in order to prepare to be college or career ready."~~"Minneapolis Public Schools exist to provide a high quality, anti-racist, culturally responsive education for every Minneapolis student."

4. **COMMITMENT STATEMENT**

The commitment statement of the Minneapolis Public Schools is as follows:

"To achieve our vision, we will intentionally focus and prioritize resources and actions to significantly improve the experiences and outcomes of Black students, Indigenous students, students of color, and their families."

5. **THE STRATEGIC PLAN AND THE EDUCATIONAL PROGRAM**
   The strategic plan, aligned with the mission and vision of the district, guides the educational program. The strategic plan includes, but is not limited to, the following:
   a. All instructional initiatives shall be aligned with the strategic plan.
   b. The educational plan shall have high expectations for all students.
   c. The educational plan will provide rigorous instruction at all levels aligned with state standards and post-secondary expectations.
   d. Opportunities for all students to participate in advanced classes shall be provided.
   e. Race, gender, culture, English learner status, socio-economic status or disability shall not be the predictor of student success.
   f. Barriers to learning shall be addressed.
   g. Teachers shall be supported in improving the effectiveness of their instruction and in deepening their content expertise.
   h. School leaders shall be supported in improving student achievement.
6. **RESPONSIBILITY**
   a. The Superintendent is authorized to promulgate regulations to implement this policy.
   b. The Superintendent shall report to the Board of Directors on no less than an annual basis on the progress of the District toward meeting its goals as stated in the Strategic Plan.
   c. The Board of Directors shall reexamine the mission and vision statements no less than every five years to assure that these statements adequately state the mission and vision of the district.
   d. The Superintendent shall engage community resources in addition to district resources to address barriers to student success.

Original Adoption:
04/25/1967

Revision Dates:
03/28/1972, 09/25/1973, 12/16/1975, 08/13/1985, 12/20/2011

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

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

Presiding Officer

_____
Kim Ellison, Chair, Minneapolis Public Schools

Attest

_____
Nelson Inz, Clerk, Minneapolis Public Schools

Equity Considerations for Policies

Mission of the Educational Program Policy 6000

May 2022

Identify Your Policy Recommendation

*Use the space below to identify your policy recommendation as either **1) an existing policy requiring no changes, 2) current policy with needed revisions, 3) current policy needing a repeal; policy no longer needed, 4) current policy needing a repeal; subsume some parts into other policies, or 5) a new policy.***

Current policy with needed revisions

Recommended Policy Change

Provide a brief description below of the policy recommendation. If you have supporting documents, you may provide the URL for the EDIA Team to access your recommendation or attach the supporting documents in an email when you submit this document to the EDIA team.

New Policy

If applicable, use the space below to summarize the new policy you recommend. If this is an existing policy with no changes needed, skip this question.

N/A

Current Policy

If applicable, use the space below to summarize what the current policy states. Provide the URL for audiences to read the full board policy. If this is an existing policy with no changes needed, state that below.

The purpose of Policy 6000 is to establish the mission of the educational program. It also outlines the district's mission, vision, alignment of the strategic plan to the mission and vision, and names who is responsible for implementing the policy.

MPS' mission is to ensure that all students learn. We support their growth into knowledgeable, skilled and confident citizens capable of succeeding in their work, personal and family lives into the 21st century. Every student will have the opportunity to access a high quality program in the Minneapolis Public Schools in order to prepare to be college or career ready. The strategic plan, aligned with the mission and vision of the district, guides the educational program. The strategic plan includes, but is not limited to, the following:

- All instructional initiatives shall be aligned with the strategic plan.
- The educational plan shall have high expectations for all students.
- The educational plan will provide rigorous instruction at all levels aligned with state standards and

post-secondary expectations.
- Opportunities for all students to participate in advanced classes shall be provided.
- Race, gender, culture, English learner status, socio-economic status or disability shall not be the predictor of student success.
- Barriers to learning shall be addressed.
- Teachers shall be supported in improving the effectiveness of their instruction and in deepening their content expertise.
- School leaders shall be supported in improving student achievement.

Recommended Policy Change

If applicable, use the space below to summarize the recommended changes to the existing policy. If this is an existing policy with no changes needed, skip this question.

Draft proposed changes to this policy include:
- Revised mission and vision statements
- Addition of a commitment statement

Additional Information

Use the space below to share additional information or context about the policy recommendation.

This policy is unique in that it reflects the mission, vision, and commitment of the new, approved strategic plan.

Meaningful Inclusion of Diverse Perspectives on the Policy Recommendation

Describe the ways in which you've worked to ensure that you have meaningfully included diverse perspectives from internal and external stakeholder groups in the policy recommendation process. Explain who you engaged with, how they were engaged, and when these engagements took place. When explaining how you engaged with stakeholders, specify whether you informed (shared information with stakeholders), consulted (shared information with and gathered feedback from stakeholders), or collaborated (partnered with to inform, gather feedback, and co-constructed the policy recommendation).

Internal Engagement including staff	***External Engagement including students, families, and community members***
The new, approved strategic plan honors the voices of teachers and staff through the following efforts: 2017 ● Human Resources (HR) Equity and Diversity Impact Assessment (EDIA) ● Values Survey 2020 ● Literacy Evaluation ● Comprehensive District Design (CDD) Engagement Board members also reviewed a comprehensive overview of district plans and data to inform their work. These plans and data include the following: ● CDD ● World's Best Workforce (WBWF) Goals and	The new, approved strategic plan honors the voices of students, families and community members through the following efforts. 2017 ● Values Survey ● 2018 ○ Family Exit Survey ○ Parent Participatory Evaluation ● 2019 ○ Student Placement EDIA ● Fall 2020 ○ Parent Participatory Evaluation ○ CDD Community Feedback ● 2021 ○ Spring Survey data

Metrics ● Achievement and Integration Plan ● Elementary and Secondary School Emergency Relief ● Climate Framework ● Teacher Equity Plan ● Recent Board Budget Values and Priorities ● Parent Evaluation and Youth Evaluation Findings ● EDIA reports ● Academic and Operational Data ● Read Well by Third Grade Plan	

Identify the Current Problem

Describe what data (including conversations with stakeholders) tells you about possible existing student inequities. Include the evidence in this section or you may send the EDIA team the data that supports why there is a need to recommend the policy change.

See data found in the February 2022 Board Meeting Presentation. The presentation slides include the following MPS data:

- Academic Achievement, Proficiency, and Growth data (Literacy, Math, Dual Language Spanish Literacy, Graduation Rates, Advanced Coursework)
- Student Well-Being data (School Climate, Suspension Disparities)
- Effective Staff data (Employee Retention, Staff Diversity, Teacher Vacancies and Diversity of New Hires)
- School and District Climate data (School Climate)

Describe what the potential root causes or factors are that contributed to the inequity - including factors that are within MPS' locus of control as well as factors that are outside of MPS' locus of control.

Naming what is within or outside of your locus of control informs decision makers about what possible measures may need to be taken, including legislative efforts and partnerships to be built to tackle the root causes.

Root Causes or Factors (within MPS' locus of control)	***Root Causes or Factors (outside of MPS' locus of control)***
The following list is from the conditions/problem statements for the strategic plan. <u>Academic:</u> ● Inconsistent staffing - unfilled positions and absences in course and thematic areas lead to inconsistent instruction. ● Professional Development is limited to the beginning of the year. Many topics have not had adequate followup time or support through the rest of the academic year.	The following list is from the conditions/problem statements for the strategic plan. <u>Academic:</u> ● Funding shifts because of decreased enrollment affect programming opportunities/offerings for students. <u>Student Well-being:</u> ● Candidate pool for mental health professionals is not as diverse as our student population

• Curriculum and interventions differ across the district. • Current systems of accountability and observation have not adequately supported the development of low-performing staff. <u>Student Well-being:</u> • Staffing for mental health support has not kept up with student need • The district has not yet adopted a system-wide social emotional curriculum • Need to prioritize youth enrichment programming and restorative practices resources and staffing <u>Effective Staff</u>: • Need for strengthening pathways to teaching program • Limited teaching vacancies are a barrier for recruiting and hiring staff of color. • Current district climate is perceived as not welcoming or respectful <u>School and District Climate:</u> • Inconsistent implementation of Policy 1692 - Site Council representation • Performance management and PD needs expansion to Equity competencies • EDIA recommendations for tackling segregation need full implementation • Magnet pathways have recently shifted with the CDD - opportunities must prove sustainable and predictable.	• Unfilled positions in nutrition, building engineers, and bus drivers have led to inconsistent service

Equity Consideration if the Policy Recommendation is Approved/Implemented

Identify what practices and/or core functions may be impacted by the recommendation. This could include internal (division and/or department) team structures, staffing, roles, and responsibilities as well as any state or federal level mandates.

All divisions and departments, as well as schools will be impacted. There will be better alignment of targets to the strategic plan areas (Academic Achievement, Student Well-Being, Effective Staff, School and District Climate). There will be a focus on using Implementation Science to support the rollout and implementation of these plans. The plans will integrate School Improvement Plans, Department Plans, and Performance Evaluation processes.

Specify which student groups you anticipate will be positively impacted by the recommended policy change, and how.

Group(s)s Positively Impacted	***How the Approved Recommended Policy will Positively Impact the Group(s)***
All MPS students, families, staff, and community members will be positively impacted by the strategic plan	An intentional focus on improving the experiences and outcomes for Black, Indigenous, and students of color - for all students to receive an anti-racist, holistic education regardless of their background, zip code, and personal needs.

Furthermore, identify which specific student groups may be negatively impacted by the policy recommendation and describe how you plan to mitigate the negative impact and/or harm.

Group(s) Negatively Impacted	***Mitigation Plan***
We do not anticipate any negative impacts - All MPS students, families, staff, and community members will be positively impacted by the strategic plan	N/A

Additional Information and Considerations

Use the space below to share any additional information that would be helpful to know.

MINNEAPOLIS PUBLIC SCHOOLS
RESOLUTION 2022-0028

RESOLUTION AMENDING POLICY 6510

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 6510: Work Based Learning" of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 6510: Work Based Learning

1. **PURPOSE**
   Minneapolis Public Schools is dedicated to preparing students for post-secondary experiences such as college, technical training and careers. Work-based learning is a means of providing students with work readiness training and work experiences within an educational context with opportunities to build career awareness; explore careers; discover personal strengths, skills and talents; and develop critical thinking and problem solving skills. Through cooperation between a student, families, the business community and the school a supervised and guided exploration of local business enterprises is made available to credit ready students to serve specific educational goals. Work-based learning may also serve students who receive special education services including opportunities for a supervised and guided transition to careers.
2. **GENERAL STATEMENT OF POLICY**
   a. This policy does not apply to work release arrangements.
   b. All work based learning programs shall be supervised by a properly licensed individual under State requirements. Work readiness seminars, regardless of delivery method, shall be taught by a properly licensed individual under State requirements.
   c. Students may apply or may be recruited by a teacher, counselor or other school administrator to be part of a work based learning experience.
      i. General education students must be sixteen (16)~~fourteen (14)~~ years of age and enrolled full time in a high school to participate in the work experience portion of MPS'~~a~~ work based learning program.
      ii. Special education students participate in work based learning programs according to the terms of their Individual Education Programs, regardless of student age or grade.
   d. Each student accepted into a work based learning program must have a

written training agreement and a written training plan which may be combined into one document. Such an agreement shall include provisions requiring the student to meet academic goals toward graduation.

e. Each student accepted into a work based learning program must successfully complete~~shall participate in~~ school based instruction in a state-approved work readiness seminar to maximize the experience and to prepare the student for the work based learning program. The seminar may be offered either in a regularly scheduled class in the student schedule, ~~or may be offered~~ on-line, or by credit by assessment portfolio. If offered on-line and a student enrolls in the course on-line there will be a corresponding reduction in the student's normal schedule.
f. Documentation shall be kept to verify necessary safety instruction, educational progress and progress towards achieving goals set in the training agreement.
g. The District Course Catalog will publish the credits toward graduation that students earn by successfully completing a work based learning program.
    i. Credits shall be considered elective credits.
    ii. Credit may be granted separately for in school instruction and work based learning.
h. Work based learning programs are considered part of the regular school day with regard to student accounting and student attendance.

3. **RESPONSIBILITY**
    a. The Superintendent is authorized to promulgate regulations to implement this policy.
    b. The District shall comply with all applicable federal and state laws regarding employment of students and qualifications of instructors, work coordinators and job coaches.
    c. Transportation for general education students to and from the work based learning site shall be the responsibility of the student and her or his family, unless otherwise agreed to in writing with the District.
    d. Each school participating in work-based learning programs shall assure that students receive the necessary interventions and supports to meet the academic goals towards graduation made part of their written plan.

Original Adoption:
04/25/1967

Revision Dates:
03/28/1972, 12/16/1975, 08/13/1985, 04/14/2009, 12/10/2013

Legal References:

20 USC §6301 et seq. (No Child Left Behind) 29 USC §212 et seq. (Child Labor Standards) Minn. Stat. Chapter 181A (Child Labor Standards Act) Minn. Stat. §124D.454 (Access to Minnesota's Transition System for Children with a Disability) Minn. Rules Part 3505.1100 (Standards for Program Approval) Minn. Rules Part 3505.2300 (Student Eligibility for Programs)

MPS Policy Cross References:

MPS Policy 5000 (Equal Education Opportunity) MPS Policy 5391 (Graduation Requirements) MPS Policy 5700 (Special Education) MPS Policy 5750 (Disability Nondiscrimination) MPS Policy 6222 (Online Instruction)

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

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

Presiding Officer

_____
Kim Ellison, Chair, Minneapolis Public Schools

Attest

_____
Nelson Inz, Clerk, Minneapolis Public Schools