

## Regular Business Meeting

Tuesday, March 9, 2021 5:30 PM  
Online Meeting

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

2) **Adoption of the Agenda**

3) **Acceptance of Minutes**

a. February 9, 2021, Minutes

b. February 23, 2021, Minutes

4) **Public Comments**

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

a. COVID-19 Response and Planning Update

6) **Policy Committee Report**

a. Proposed Changes to Board Governance Policies

7) **Action Items by the Board of Education**

a. Approval of the Consent Agenda

1. Personnel Items

a. Approval of List A personnel matters (2021-03-ER-A)

b. Approval of List B personnel matters (2021-03-ER-B)

2. Contracts

a. Contract with Arc Express LLC to provide transportation services (2021-12972)

b. Contract with AK Car Service LLC for transportation for MPS students (2021-12973)

c. Board Authorization to enter into a contract with CDW Corporation for the purchase of Poly Studio video conferencing devices (mfg. Part#: 7200-85830-001).

d. Contract with Collaborative Student Transportation of Minnesota for transportation of MPS students (2021-12971)

e. Board Authorization to enter into a contract with Comcast for reliable internet and WAN connectivity - RFP 21-09

f. Contract with Great Lakes Transportation for transportation for MPS students (2021-12976)

g. Contract amendment with Hewlett Packard Financial Services for district devices and services for distance/hybrid learning (2021-440000511)

h. Contract amendment with iDreamTV for additional meeting recording services due to Covid (2021-400000576)

i. Contract amendment with Karges-Faulconbridge for MPS Chiller Replacement at Multiple Sites (2021-12965)

j. Contract with MD Transportation LLC for transportation for MPS students (2021-12977)

k. Contract with Minnehaha Transportation for transportation of MPS students (2021-12968)

l. Contract with Ride Safe Transportation LLC for transportation of MPS students (2021-12974)

3. Agreements

a. Memorandum of Agreement between MPS and AchieveMpls

b. Transfer of Capital Funds

8) **New Business**

a. Amend 2021 Legislative Agenda

b. Modify Board Meeting Calendar

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

10) **Adjournment**

**Minneapolis Public Schools – Board of Education  
Special School District No. 1  
Regular Business Meeting  
February 9, 2021**

**I. CALL TO ORDER**

Call to Order of the Board of Education. Pursuant to due notice mailed to each member of the Board of Education not less than three days prior to the time of such meeting, the Board members met electronically in a regular business meeting conducted in accordance with Minnesota Statutes 13D.021 on February 9, 2021, commencing at 5:31 pm. Chair Ellison called the meeting to order.

**ROLL CALL**

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

**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 February 9, 2021.

**AMENDMENT:** Director Caprini moved, seconded by Director Arneson, to amend the agenda to add a discussion on Tyler Johnson Day under New Business. Motion to approve the amendment was put to a roll-call vote and carried unanimously by those present.

Director	Yay	Nay	Absent
Ali	X		
Arneson	X		
Caprini	X		
Cerrillo	X		
El-Amin	X		
Ellison	X		
Inz	X		
Jourdain			X
Pauly	X		

Motion to approve the amended agenda was put to a roll-call vote and carried unanimously by those present.

Director	Yay	Nay	Absent
Ali	X		
Arneson	X		
Caprini	X		
Cerrillo	X		
El-Amin	X		
Ellison	X		
Inz	X		

Jourdain			X
Pauly	X		

**III. ACCEPTANCE OF MINUTES**

**MOTION:** Director Pauly moved, seconded by Director El-Amin that the Board of Education, Special School District No. 1, approve the Minutes for January 12, 2021, and January 19, 2021. Motion to approve the Minutes was put to a roll-call vote and carried unanimously by those present.

Director	Yay	Nay	Absent
Ali	X		
Arneson	X		
Caprini	X		
Cerrillo	X		
El-Amin	X		
Ellison	X		
Inz	X		
Jourdain			X
Pauly	X		

**IV. PUBLIC COMMENTS**

Pre-Recorded public comments were played

**V. REPORTS AND RECOMMENDATIONS FROM THE SUPERINTENDENT OF SCHOOLS**

**VI. 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. Approval of List A personnel matters (2021-02-ER-A)*
- b. Approval of List B personnel matters (2021-02-ER-B)*

*2. Contracts*

- a. Contract with Area Mechanical Inc. for chiller replacements (2021-12914)*
- b. Contract Amendment with Cadenza Musical Instruments for musical instruments (2021-4400000534)*
- c. Contract with Construction Results Corporation for Northeast Middle School North Entry Addition & Renovation (2021-12926)*
- d. Contract amendment with English Learning Center for Adult Education (2021-4400000630/2)*
- e. Contract Amendment with Harris St, Paul Inc for upgrades to building automation system (2021-12920)*
- f. Contract Amendment with Learning in Style for (2021-4400000631/2)*

- g. Contract with Miller Dunwiddie Architecture for architectural and engineering services at Justice Page Middle School (2021-12918)*
- h. Contract Amendment with Riverside Plaza for (2021-4400000629/2)*
- i. Contract Amendment with Somali Success School for (2021-4400000632/2)*
- j. Contract Amendment with Summit Academy for (2021-4400000633/2)*

**3. Resolutions**

- a. Resolution Authorizing Acceptance of Temporary Construction Easements*
- b. Resolution Approving MnDOT Safe Routes to School (SRTS) Boost Grant*
- c. Resolution Modifying the 2021-22 School Year Calendar*

**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.

**B. Repeal of Policy 6420 – See Attachment 1**

**MOTION:** Director Pauly moved, seconded by Director Inz, that the Board of Education, Special School District No. 1, approve the resolution to repeal Policy 6420. The motion to approve the resolution was put to a roll-call vote and carried out unanimously.

**C. Revision of Policy 6800 – See Attachment 2**

**MOTION:** Director Pauly moved, seconded by Director Cerrillo, that the Board of Education, Special School District No. 1, approve the resolution revising Policy 6800. The motion to approve the resolution was put to a roll-call vote and carried out unanimously.

**VII.**

**NEW BUSINESS**

**A. A. 2021 Board Focus Areas – See Attachment 3**

**MOTION:** Director Arneson moved, seconded by Director Pauly that the Board of Education, Special School District No. 1, approve the 2021 Board Focus Areas. Motion to approve the focus areas was put to a roll-call vote and carried out unanimously.

**B. Tyler Johnson Day**

**MOTION:** Director Caprini introduced the idea of the Board declaring Tyler Johnson Day within Minneapolis Public Schools, followed by a discussion. No action was taken.

**CLOSE MEETING TO PUBLIC**

**MOTION:** Director Arneson moved, seconded by Director Caprini that the Board of Education, Special School District No. 1, close the meeting at 6:34 p.m., as allowed by MN Statutes Section 13D.03, 13D.05 subd. 2 (b) 13D.05, subdivision 3 (b). The motion to close the meeting was put to a roll-call vote and carried out unanimously.

**OPEN MEETING TO PUBLIC**

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

**ADJOURNMENT**

**MOTION:** Director Arneson moved, seconded by Director Inz that the Board of Education, Special School District No. 1, adjourn the meeting at 7:30 p.m. The motion to adjourn the meeting was put to a roll-call vote and carried out unanimously.

DRAFT

MINNEAPOLIS PUBLIC SCHOOLS  
RESOLUTION 2021-0003

RESOLUTION REPEALING POLICY 6420

WHEREAS, the Board's Policy Committee has determined this policy is redundant to state and federal law, and recommends its repeal.

THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 hereby adopts the changes as follows:

SECTION 1: REPEAL "Policy 6420: Copyright" of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 6420: Copyright (Repealed)~~

~~In adherence to the current federal copyright law, the Board of Education, Special School District No. 1, Minneapolis Public Schools, recognizes the doctrine of "Fair Use" regarding copyrighted materials and will support all employees of the district who adhere to the policies and guidelines concerning copyright.~~

~~The Fair Use of a copyrighted work, including use by reproduction in copies of phonorecords for purposes such as criticism, comment, news reporting, teaching (including multiple copies for classroom use), scholarship, or research, is not an infringement of copyright. In determining whether the use made of a work in any particular case is a fair use, the factors to be considered shall include:~~

~~the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;~~

~~the nature of the copyrighted work;~~

~~the amount and substantiality of the portion used in relation to the copyrighted work as a whole; and~~

~~the effect of the use upon the potential market for or value of the copyrighted work.~~

**Original Adoption:**

12/16/1975

**Revision Dates:**  
~~06/12/1978, 08/13/1985~~

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

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

Presiding Officer

Attest

\_\_\_\_\_  
Kim Ellison, Chair, Minneapolis  
Public Schools

\_\_\_\_\_  
Josh Pauly, Clerk, Minneapolis Public  
Schools

MINNEAPOLIS PUBLIC SCHOOLS  
RESOLUTION 2021-0004

RESOLUTION AMENDING POLICY 6800

WHEREAS, As a part of its regular review process, the Board's Policy Committee has recommended the revisions to update this policy to current formatting standards and to outline a clear process for proposed changes.

THEREFORE BE IT RESOLVED, that the Board of Directors, Special School District No. 1 hereby adopts the changes as follows:

SECTION 1: AMENDMENT “Policy 6800: Naming Of School Symbols, Teams, Mascots” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 6800: Naming Of School Symbols, Teams, Mascots

~~No school shall have a mascot, namesake, official symbol, team name, newspaper, yearbook, or other official group or publication bearing the name of any ethnic, racial, tribal, or religious group. Academic classes and/or clubs specifically aimed at exploring such groups would not be subject to this prohibition. Examples of exceptions include: Black History classes, Native American culture classes.~~

1. PURPOSE

A significant element of school climate and spirit is the adoption of school mascots, symbols and team names. Minneapolis Public Schools is intent on assuring that all students and families are welcomed by their schools and having a school symbol, mascot or team name should be welcoming to all. The purpose of this policy is to establish the minimum requirements for the adoption of such items and the recommended procedure for adopting or changing mascots, symbols or team names.

2. GENERAL STATEMENT OF POLICY

- a. No school shall have a mascot, namesake, official symbol, team name, newspaper title, yearbook title or other official group or publication bearing the name of any ethnic, racial, tribal, linguistic, gender identity or religious group.
- b. Academic classes or student activities specifically aimed at teaching and learning about such groups are not subject to the prohibition of using the name of an ethnic, racial, tribal, language, or religious group. Examples of such exceptions are:
  - i. Black History courses or club
  - ii. Latinx culture course or club
  - iii.

- Asian culture course or club
      - iv. Gay-Straight Alliance clubs
      - v. LGBTQ+ courses or clubs
      - vi. Somali Language courses or clubs
    - c. No school shall have a mascot, namesake, official symbol, team name, newspaper title, yearbook title or other official group or publication bearing the name of any living person.
  - 3. **ADOPTION OR CHANGING OF A MASCOT, SYMBOL OR TEAM NAME**
    - a. All schools proposing the adoption or changing of a mascot, symbol or team name shall provide opportunities for input by students, parents, and staff members.
    - b. Schools shall avoid duplication of mascots, symbols or team names that currently exist in the district.
    - c. A school site council shall consider all input received and make a choice of the mascot, symbol or team name.
    - d. The choice shall be submitted to the appropriate Associate Superintendent for approval, which shall not be unreasonably withheld.
    - e. Use of the adopted mascot, symbol or team name may begin after approval from the appropriate Associate Superintendent is received.
    - f. If the choice is not approved by the Associate Superintendent, reasons for the refusal shall be given and the site council may appeal this decision to the Superintendent whose decision shall be final.

**Original Adoption:**

05/12/1987

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

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

Presiding Officer

Attest

\_\_\_\_\_  
Kim Ellison, Chair, Minneapolis  
Public Schools

\_\_\_\_\_  
Josh Pauly, Clerk, Minneapolis Public  
Schools

SPECIAL SCHOOL DISTRICT NO. 1  
Board of Education

February 9, 2021

**Establishing 2021 School Board Focus Areas**

**WHEREAS**, the School Board and School District have declared a comprehensive set of short- and long-term goals as well as on-going core priorities; and

**WHEREAS**, these goals and core priorities (Equity, Multi-Tiered Systems of Support, Literacy, and Social Emotional Learning) will remain as such; and

**WHEREAS**, the Board recognizes that continued planning and response to the COVID-19 pandemic will remain a central effort for the foreseeable future; and

**WHEREAS**, the Board believes that establishing a specific subset of key areas for the year will provide the needed governance focus on these important topics.

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Directors of Special School District No. 1, sets the following focus areas for the 2021 calendar year; and

- Literacy (curriculum, instruction, and evaluation)
- School climate and culture
- Comprehensive District Design (CDD)

**FURTHER BE IT RESOLVED**, that the Board empowers the Chair and Superintendent to establish a Committee of the Whole topic schedule that aligns to the aforementioned focus areas.

Signed by:

\_\_\_\_\_  
Kim Ellison  
Board of Education Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Josh Pauly  
Board of Education Clerk

\_\_\_\_\_  
Date

**OFFICIAL MINUTES  
MINNEAPOLIS BOARD OF EDUCATION**

**SPECIAL BUSINESS MEETING  
FEBRUARY 23, 2021**

**CALL TO ORDER**

Chair Kim Ellison called the meeting to order at 6:10 p.m., a quorum being present.

Pursuant to Minnesota Statutes Section 13D.021, the meeting was held by electronic means and Directors participated remotely due to the local public health emergency (COVID-19 pandemic).

**ROLL CALL**

Present: Directors Jenny Arneson, Sharon El-Amin, Adriana Cerrillo, Nelson Inz, Ira Jourdain, Kimberly Caprini, Josh Pauly, Kim Ellison, Josh Pauly (9)

Absent: (0)

**APPROVAL OF AGENDA**

Arneson moved to approve the agenda.

On roll call, the result was:

Aye: Arneson, El-Amin, Cerrillo, Inz, Jourdain, Caprini, Pauly, Ellison, Pauly (9)

No: (0)

Absent: (0)

Adopted.

**NEW BUSINESS**

**Declaring February 26, 2021 as 'Tyler Johnson Day' within Minneapolis Public Schools**

Caprini moved approval of the following resolution:

*Declaring February 26, 2021 as 'Tyler Johnson Day' within Minneapolis Public Schools*

WHEREAS, On February 7th, 2021, Minneapolis Public Schools (MPS) alumnus Tyler Johnson became a Super Bowl champion with his team the Tampa Bay Buccaneers; and

WHEREAS, Mr. Johnson was a successful student athlete during his time at MPS, including at Cityview, Northeast Middle, and North High School; and

WHEREAS, Mr. Johnson has used his platform at both the University of Minnesota as well as in the NFL to promote youth sports, North Minneapolis, and community service; and

WHEREAS, the School Board, district and school leaders, teachers, classmates, and teammates are proud of what Tyler has accomplished and watch with excitement for what he will do next.

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1, hereby declares February 26, 2021 as 'Tyler Johnson Day' within Minneapolis Public Schools.

On roll call, the result was:

Aye: Arneson, El-Amin, Cerrillo, Inz, Jourdain, Caprini, Pauly, Ellison, Pauly (9)

No: (0)

Absent: (0)

Adopted.

### **COVID-19 Response Update**

Staff provided a presentation update on the district's COVID-19 Response and planning for in-person learning option for secondary students.

### **In-Person Learning Option for 6th-12th Grades and Transition Plus**

Arneson moved approval of the following resolution:

*Supporting an In-Person Learning Option for 6th to 12th Grades and Transition Plus*

WHEREAS, Minnesota Governor Tim Walz has asked school districts to prioritize an in-person learning option for middle and high school students; and

WHEREAS, attendance, academic, and social and emotional well-being information about our students warrants offering this option; and

WHEREAS, distance learning will remain an option for students as long as authorized by the State of Minnesota; and

WHEREAS, all required local, state, and federal health and safety measures will be in place; and

WHEREAS, plans for in-person learning will be reviewed by a Regional Support Team comprised of officials from the Minnesota Department of Education, Minnesota Department of Health and Minneapolis Health Department; and

WHEREAS, the Board recognizes that health and operational circumstances may change quickly and therefore modifications may be required.

THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1, hereby supports the planning and implementation of an in-person learning option for MPS secondary students, within the parameters allowed by executive order and applicable guidelines.

On roll call, the result was:

Aye: Arneson, El-Amin, Cerrillo, Inz, Jourdain, Caprini, Pauly, Ellison, Pauly (9)

No: (0)

Absent: (0)

Adopted.

**ADJOURNMENT**

Arneson moved to adjourn to the Committee of the Whole.

On roll call, the result was:

Aye: Arneson, El-Amin, Cerrillo, Inz, Jourdain, Caprini, Pauly, Ellison, Pauly (9)

No: (0)

Absent: (0)

Adopted.

The meeting was adjourned to the Committee of the Whole at 7:58 p.m.

Minutes submitted by Ryan Strack, Administrator of Board and Government Relations.

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Meeting materials: <https://meetings.boardbook.org/Public/Agenda/1807?meeting=456326>

Meeting video: <https://mps.eduvision.tv/Share.aspx?q=3SfVi13wT7SbBli5UHMisA%253d%253d>

**SECTION 1:** **RENUMBER** “Policy 8410: Duties Of Directors” of the Minneapolis Public Schools Policies & Regulations is hereby *renumbered* as follows:

RENUMBER

Policy 8410: Duties Of Directors

Policy ~~8410~~8111: Duties Of Directors

**SECTION 2:** **ADOPTION** “Policy 8112: Governing Rules” of the Minneapolis Public Schools Policies & Regulations is hereby *added* as follows:

ADOPTION

Policy 8112: Governing Rules(*Added*)

**1. PURPOSE**

The purpose of this policy is to provide governing rules for the conduct of meetings of the school board.

**2. GENERAL STATEMENT OF POLICY**

An orderly school board meeting allows school board members to participate in discussion and decision of school district issues. Rules of order allow school board members the opportunity to review school-related topics, discuss school business items, and bring matters to conclusion in a timely and consistent manner.

**3. RULES OF ORDER**

Rules of order for school board meetings shall be as follows:

- a. Minnesota statutes where specified;
- b. Specific rules of order as provided by school board policy consistent with Minnesota statutes; and
- c. Robert's Rules of Order, Revised 11th Edition where not inconsistent with a. and b., above.

**SECTION 3:** **REPEAL** “Policy 8230: Parliamentary Procedure” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 8230: Parliamentary Procedure~~ (*Repealed*)

**1. PURPOSE**

The business of the District may more easily be conducted with an agreed upon set of rules of procedure. The purpose of this policy is to establish the standard to be used in conducting Board meetings.

**2. GENERAL STATEMENT OF POLICY**

- a. The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the Board in all cases to which they are applicable and in which they are not inconsistent with Board policy and any special rules of order the Board may adopt from time to time.
- b. The Chairperson may appoint a parliamentarian to advise the Board who shall not be a Director.
- c. The Board may adopt a standard order of business for its meetings.

**Original Adoption:-**

04/25/1967 (as Policy 9335)

**Revision Dates:**

10/12/1971, 07/05/1972, 12/12/1972, 09/09/1975, 11/30/1976, 10/30/1979, 08/18/1992, 08/11/2009

**MPS Policy Cross References:**

- Policy 8200 (Annual Meeting)
- Policy 8210 (Meetings of the Board of Directors)
- Policy 8220 (Agenda)

**SECTION 4:****AMENDMENT** “Policy 8140: Election Of Officers” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

**A M E N D M E N T**

Policy 8140: ~~Election Of~~Board Officers

**1. PURPOSE**

The purpose of this policy is to establish the titles, duties, and terms of the officers of the Board of Directors and the procedure for their election.

**2. OFFICERS AND TERMS OF OFFICE**

- a. The following officers shall be elected from the duly elected and seated directors of the Board of Education.
  - i. Chair~~person~~;
  - ii. Vice Chair~~person~~;
  - iii. Clerk; and

- iv. Treasurer.
- b. They shall hold their respective offices for one calendar year from the date of election, or to the end of their respective term of directorship whichever occurs first, or until their successors have been elected.
- c. Consecutive terms for officers are permitted.
- d. An officer may be elected for a different office for the term following their service in the first office.

### 3. ELECTION OF OFFICERS

- a. Officers shall be elected at the annual meeting of the Board of Directors.
- b. Any director may nominate any director, including him or herself, for any office.
- c. No second is required for a nomination.
- d. A slate of officers may be nominated for election.
- e. Voting for officers may be oral or by written ballot.
  - i. The default method is oral voting.
  - ii. A written ballot shall be done if a properly made and seconded motion is approved by a majority vote of the quorum of the meeting.
    - (1) A written ballot may be requested for each office separately.
    - (2) A written ballot may be requested for a single ballot electing all officers.
  - iii. If by written ballot:
    - (1) Each voter shall identify her or himself on the ballot.
    - (2) The chair shall announce the individual votes identifying each voter.
- f. Election to office requires the affirmative vote of a majority of the voters. Directors who abstain from a vote are not counted in the total of voters.
- g. In the event that no nominee receives the votes of a majority of those voting, a second ballot shall be taken, eliminating from nomination all but the two candidates receiving the most votes on the previous vote. If this is not possible, successive ballots will be taken until it is possible, or until a vote results in an election.
- h. Directors may vote for themselves.
- i. Directors may not vote for someone not placed in nomination.

### 4. OFFICER ELECTION RESPONSIBILITY

- a. The Chair whose term is ending is responsible for conducting the elections of all officers. The newly elected chair will assume the duties of the office following the close of elections.
- b. The Clerk whose term is ending is responsible for providing such written ballots as may be called for in the election.

### 5. DUTIES AND RESPONSIBILITIES

- a. Chair
  - i. The chair, when present, shall preside at all meetings of the Board of Directors. in the absence of the chair:
    - (1) If the vice chair is in attendance, the vice chair shall preside at the meeting.

(2) if the vice chair is not in attendance, the clerk shall preside at the meeting.

(3) if the clerk is not in attendance, the treasurer shall preside at the meeting.

- ii. The chair shall represent the district in all actions and perform all the duties usually incumbent on such an officer.
- iii. In case of the absence, inability or refusal of the clerk to perform any of that office's duties, the chair may perform those duties, or may appoint a clerk pro tempore for that purpose.
- iv. In the case of the absence, inability or refusal of the treasurer to perform any of that office's duties, the chair shall appoint a treasurer pro tempore for that purpose.
- v. The chair shall act as the official spokesperson of the Board of Directors.
- vi. The chair shall respond on behalf of the Board in a timely manner to inquiries, requests, and correspondence directed to the Board as a whole.
- vii. The chair shall communicate with other directors regarding emergency matters and seek consensus on resolution of those matters, following the requirements of call and notice of emergency meetings.
- viii. The chair is not prohibited from offering resolutions, making or seconding motions, engaging in discussion or debate, or voting.
- ix. The chair shall chair the executive committee of the Board, which consists of the duly elected officers of the Board and the Superintendent of Schools.

*b. Vice Chair*

- i. The vice chair shall preside over any duly called and noticed meeting of the Board of Directors at which the Chair is not in attendance.
- ii. The vice chair shall act in the place of the chair for any of the chair's described duties in the case of the inability of the chair to act due to illness, incapacity or emergency.
- iii. The vice chair shall execute such other duties as may be assigned from time to time by the chair.

*c. Clerk*

- i. The clerk shall keep a record of all meetings of the district, the Board of Directors, and the committees of the Board of Directors.
- ii. The clerk shall notify all persons elected to the Board of their election.
- iii. The clerk shall perform all other duties specified by law.
- iv. The clerk shall act as time-keeper during delegations to the Board.

*d. Treasurer*

- i. The treasurer shall cause the funds of the district to be deposited in the official depository.
- ii. The treasurer shall cause the creation of all reports which may be called for by the Board and shall be responsible to provide for the payment of

- money authorized by a majority vote of the Board.
- iii. The treasurer shall perform all such duties as are otherwise required by law.

## **6. OFFICERS APPOINTED PRO TEMPORE**

- a. The term of office of offices appointed pro-tempore by the chair, or vice chair acting as chair in the chair's absence, is the duration of the meeting at which the officer is appointed, or until the arrival of the elected officer, whichever is shorter.
- b. Officers appointed pro-tempore shall have the same rights and responsibilities as the duly elected officer during their term of appointment.
- c. Officers appointed pro-tempore are charged with additional responsibility to inform the duly elected officer of actions taken that do not appear in official minutes of the meeting.

## **7. RESIGNATION, REMOVAL AND REPLACEMENT OF OFFICERS**

- a. An officer may resign by submitting a written statement resigning the office to which they have been elected by the Board to the Clerk. The Clerk shall submit a resignation to the Chair.
- i. The officer receiving the resignation shall request the placement of the information as an agenda item at the next scheduled meeting of the Board.
- ii. An officer may resign their office without simultaneously resigning their directorship.
- b. An officer may be removed by action of a majority of the remaining directors for cause at a regularly called and noticed meeting. The removal of an officer shall be included in the proposed agenda for the meeting. Removal from a board office shall not constitute removal from the Board. Cause shall include, but is not limited to:
- i. Failure to attend three consecutive regularly scheduled board meetings without a reasonable excuse;
- ii. Refusal to perform the duties of the office on more than two occasions;
- iii. Malfeasance in the execution of the duties of the office.
- c. In the event the officer proposed to be removed is the chair, the vice chair shall preside over the motion to remove the chair.
- d. An election of a replacement for a resigned or removed officer shall be held at the same meeting at which the resignation is announced or the removal is completed, following the regular procedure for the election of officers.

### **Original Adoption:**

04/25/1967 (as Policy 9130)

### **Revision Dates:**

12/12/1972, 09/09/1975, 08/11/2009, 01/11/2011

### **Legal References:**

- Minn. Stat. §123B.14 (Officers of Independent School Districts)
- Minn. Stat. §128D.04 (District Like Independent District; Exception)

**MPS Policy Cross References:**

- Policy 8115 (Membership and Quorum)
- Policy 8200 (Annual Meeting)
- Policy 8230 (Parliamentary Procedure)
- Policy 8300 (Duties of Board Officers)

**SECTION 5:**        **REPEAL** “Policy 8300: Duties Of Board Officers” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

**REPEAL**

~~Policy 8300: Duties Of Board Officers~~ (*Repealed*)

**1. PURPOSE**

The purpose of this policy is to delineate the duties, responsibilities and authority of the duly elected Officers of the Board of Directors.

**2. CHAIRPERSON**

- a. The chairperson, when present, shall preside at all meetings of the Board of Directors. in the absence of the chairperson:
  - i. If the vice chairperson is in attendance, the vice chair shall preside at the meeting.
  - ii. if the vice chair is not in attendance, the clerk shall preside at the meeting.
  - iii. if the clerk is not in attendance, the treasurer shall preside at the meeting.
- b. The chairperson shall represent the district in all actions and perform all the duties usually incumbent on such an officer.
- c. In case of the absence, inability or refusal of the clerk to perform any of that office’s duties, the chairperson may perform those duties, or may appoint a clerk pro tempore for that purpose.
- d. In the case of the absence, inability or refusal of the treasurer to perform any of that office’s duties, the chairperson shall appoint a treasurer pro tempore for that purpose.
- e. The chairperson shall act as the official spokesperson of the Board of Directors.
- f. The chairperson shall respond on behalf of the Board in a timely manner to inquiries, requests, and correspondence directed to the Board as a whole.
- g. The chairperson shall communicate with other directors regarding emergency matters and seek consensus on resolution of those matters, following the requirements of call and notice of emergency meetings.

- h. The chairperson is not prohibited from offering resolutions, making or seconding motions, engaging in discussion or debate, or voting.
- i. The chairperson shall chair the executive committee of the Board, which consists of the duly elected officers of the Board and the Superintendent of Schools.

### **3. VICE CHAIRPERSON**

- a. The vice chairperson shall preside over any duly called and noticed meeting of the Board of Directors at which the Chairperson is not in attendance.
- b. The vice chairperson shall act in the place of the chairperson for any of the chairperson's described duties in the case of the inability of the chair to act due to illness, incapacity or emergency.
- c. The vice chairperson shall execute such other duties as may be assigned from time to time by the chairperson.

### **4. CLERK**

- a. The clerk shall keep a record of all meetings of the district, the Board of Directors, and the committees of the Board of Directors.
- b. The clerk shall notify all persons elected to the Board of their election.
- c. The clerk shall perform all other duties specified by law.
- d. The clerk shall act as time-keeper during delegations to the Board.

### **5. TREASURER**

- a. The treasurer shall cause the funds of the district to be deposited in the official depository.
- b. The treasurer shall cause the creation of all reports which may be called for by the Board and shall be responsible to provide for the payment of money authorized by a majority vote of the Board.
- c. The treasurer shall perform all such duties as are otherwise required by law.

### **6. OFFICERS APPOINTED PRO TEMPORE**

- a. The term of office of officers appointed pro-tempore by the chair, or vice chairperson acting as chair in the chair's absence, is the duration of the meeting at which the officer is appointed, or until the arrival of the elected officer, whichever is shorter.
- b. Officers appointed pro-tempore shall have the same rights and responsibilities as the duly elected officer during their term of appointment.
- c. Officers appointed pro-tempore are charged with additional responsibility to inform the duly elected officer of actions taken that do not appear in official minutes of the meeting.

### **7. RESIGNATION, REMOVAL AND REPLACEMENT OF OFFICERS**

- a. An officer may resign by submitting a written statement resigning the office to which they have been elected by the Board to the Clerk. The Clerk shall submit a resignation to the Chair.
  - i. The officer receiving the resignation shall request the placement of the information as an agenda item at the next scheduled meeting of the Board.
  - ii. An officer may resign their office without simultaneously resigning their directorship.

- b. An officer may be removed by action of a majority of the remaining directors for cause at a regularly called and noticed meeting. The removal of an officer shall be included in the proposed agenda for the meeting. Removal from a board office shall not constitute removal from the Board. Cause shall include, but is not limited to:
  - i. Failure to attend three consecutive regularly scheduled board meetings without a reasonable excuse;
  - ii. Refusal to perform the duties of the office on more than two occasions;
  - iii. Malfeasance in the execution of the duties of the office.
- c. In the event the officer proposed to be removed is the chairperson, the vice chairperson shall preside over the motion to remove the chairperson.
- d. An election of a replacement for a resigned or removed officer shall be held at the same meeting at which the resignation is announced or the removal is completed, following the regular procedure for the election of officers.

**~~Original Adoption:~~**

~~04/25/1967 (as Policies 9210, 9220, 9240)~~

**~~Revision Dates:~~**

~~12/12/1972, 08/11/2009, 01/11/2011~~

**~~Legal References:~~**

- Minn. Stat. §123B.14 (Officers of Independent School Districts)
- Minn. Stat. 128D.04 (District Like Independent Districts; Exception)

**~~MPS Policy Cross References:~~**

- Policy 1150 (Media Relations)
- Policy 8110 (Purposes and Role of the Board)
- Policy 8140 (Election of Officers)
- Policy 8230 (Parliamentary Procedure)

**SECTION 6:**            **AMENDMENT** “Policy 8210: Meetings Of The Board Of Directors” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 8210: Meetings Of The Board Of Directors

**1. PURPOSE**

The Board shall conduct its discussions and act on its business under a presumption of openness. At the same time, the Board recognizes and respects the privacy rights of individuals as provided by law. The Board recognizes that the Minnesota Open Meeting Law allows for exceptions to open meetings in order to transact certain business of the Board when the public interest is best served by closing a meeting. The purpose of this policy is to provide guidelines to assure the rights of the public to be present at Board meetings, while also protecting the individual's rights to privacy, and to close meetings when the public interest so requires as recognized by law.

## 2. GENERAL STATEMENT OF POLICY

- a. Except as otherwise expressly provided by statute, all meetings of the Board shall be open to the public.
- b. Board meetings shall be closed only when expressly authorized by law.
- c. For the purpose of this policy the term "meeting" shall mean any gathering, excepting chance or social gatherings but including executive sessions, at which Directors discuss, decide or receive information as a group on issues related to the official business of the board, where:
  - i. at least a quorum or more of Directors of the School Board is present, or
  - ii. at least a quorum or more of members of a Board committee or subcommittee is present.

d. The Board of Education may call the following types of meetings:

- i. Regular Business Meetings

- (1) The Board shall establish a regular schedule of meetings to conduct its business, receive recommendations from the Superintendent and vote on resolutions brought before the Board as a whole.

- (2) The Board shall publish the schedule of such meetings annually.

- ii. Discussion Meetings The Board shall establish a schedule of discussion meetings in order to receive background information from the Superintendent and or district staff, to answer questions from the board, to consider different policy options and to allow for the sharing of perspectives of individual Board directors. No votes and no official actions will be taken at discussion meetings.

- iii. Retreats The Board shall hold periodic retreats to deliberate and consider issues related to the internal development of the board, to plan for future meetings and to consider different scenarios and options at the early stage of planning and policy discussions. No votes and no official action will be taken at retreats.

- iv. Special Meetings

- (1) Special meetings of the Board may be called by the chairperson or clerk of the Board, or by three Directors acting collectively, if the chairperson refuses or fails to set such a meeting upon the request of three Directors.

- (2) Only business that is specifically noted in the call of the

meeting may be transacted, unless a unanimous vote of the total membership of the Board agrees to amend the agenda to allow other business.

v. Emergency Meetings.

(1) In the event that circumstances, as determined by the judgment of the Board, require a meeting for immediate consideration of an issue, a special meeting may be called on an emergency basis.

(2) An emergency meeting, unless otherwise indicated in this policy, is a special meeting.

vi. Recessed or Continued Meetings. Meetings of any type may be recessed or continued to another time and/or place. Such meetings shall continue the original condition of the meeting so recessed or continued.

vii. Closed Meetings.

(1) Meetings may be closed for the following reasons, or as provided by law:

(A) Labor Negotiations Strategy

(B) Sessions Closed by the Bureau of Mediation Services

(C) Preliminary Consideration of Allegations or Charges

(D) Performance Evaluations

(E) Attorney-Client Discussions

(F) Certain Dismissal Hearings of Students or Teachers

(G) Certain Meetings with Non-renewed Coaches

(H) Discussions of Certain Not Public Data

(I) Strategic Decisions on Purchases and Sales of Property, however the actual purchase or sale of property must be approved at an open meeting.

(J) Security Matters

(2) A regular or special meeting may be closed by a public, majority vote at the meeting. The specific statutory authority for closing the meeting shall be stated and a general description of the subjects to be discussed in the closed meeting shall be disclosed.

(3) Closed meeting topics, information, and any materials provided shall remain confidential and not public until such a time determined by the District's General Counsel and Responsible Data Authority.

viii. Other Meetings.

In the event of a health pandemic or an emergency declared under Minnesota Statutes Ch. 12 (Minnesota Emergency Management Act of 1996, as amended) a meeting of the Board may be held by telephone or other electronic means in compliance with law.

### 3. NOTICE REQUIREMENTS

a. Any person may request in writing that notice be given to them for any special meeting called.

- i. The written request may be sent to the Clerk of the Board either in physical or electronic form.
  - ii. The notice must be mailed or delivered, either physically or electronically at least three (3) days before the date of the meeting, the means of delivery to be at the Directors' discretion;
  - iii. The requestor may limit their request to specific subjects, in which case the Board shall only be required to give notice to those meeting when such a subject is part of the agenda.
  - iv. The Board may establish an expiration date on requests for notice of special meetings. If the Board establishes such a date, requestors shall be notified at least 60 days before the expiration date that a refileing is required for continued notice.
- b. Any news medium may request in writing that notice be given them for any emergency meeting called.
- i. Notice shall be given as soon as practicable after notice has been given to the Directors.
  - ii. The written request must include a contact name and telephone number for such notices and may request an electronic address for such notices.
  - iii. Notice may be by electronic means when available at the discretion of the Directors.
- c. If a person receives actual notice of a meeting of the Board at least 24 hours before the meeting, all notice requirements are satisfied with respect to that person, regardless of the method of receipt of notice.
- d. Notice of Regular Meetings that have been changed from the published schedule as to time and/or place must be given as though the meeting is a special meeting.
- e. If at a meeting that is recessed or continued the time and place of the continued or reassembled meeting is established, and the minutes of the recessed or continued meeting include that information, no further notice is required.

#### **4. MATERIALS SUPPORTING THE AGENDA**

- ~~a. Agenda, minutes of earlier meetings and materials requiring advanced study shall be sent to Directors in advance of the meeting at which they will be considered on a schedule agreed by the directors.~~
- ~~b. In any open meeting a copy of any printed materials, except those identified in paragraph 4.C (below), shall be available for inspection by the public while the Board considers their subject matter where the materials~~
  - ~~i. relate to the agenda items;~~
  - ~~ii. are prepared or distributed by the Board or its employees, and~~
  - ~~iii. are distributed to or are available to the Board.~~
- ~~c. Materials not classified by law as public shall not be available for inspection by the public.~~
- ~~d. Materials related to the agenda of a closed meeting are not available for inspection by the public.~~
- ~~e. The District may establish~~
  - ~~i. a process for persons to request personal copies of materials available~~

- ~~for public inspection at an open meeting; and~~
- ~~ii. a schedule of fees for the production of those copies~~

## 5. RECORDINGS OF CLOSED MEETINGS

- a. All closed meetings, except those closed due to attorney-client privilege, shall be electronically recorded.
  - i. If a meeting is closed during an otherwise open meeting which is being recorded electronically, the portion of the meeting that is closed will be recorded in a separate recording to be maintained separately from the recording of the open meeting.
  - ii. If a closed meeting has more than one (1) agenda item, each agenda item shall be recorded separately and maintained separately.
- b. Recordings of closed meetings shall be preserved by the district at a minimum for the following time periods, after which they shall be preserved according to the district's Records Retention Schedule:
  - i. Meetings closed to discuss labor negotiations strategy shall be preserved for two (2) years after the date the contract or agreement is signed.
  - ii. Meetings closed to discuss security matters shall be preserved for four (4) years after the date of the meeting.
  - iii. Meetings closed to discuss the purchase or sale of property, real or personal, shall be preserved for at least eight (8) years after the date of the meeting.
  - iv. Meetings closed for all other permissible reasons shall be preserved for three (3) years after the date of the meeting.
- c. Recordings of closed meetings are classified as protected, non-public data which is not accessible to the public or any subject of the data, with the following exceptions:
  - i. Recordings of labor negotiations strategy meetings shall be reclassified as public data and made accessible to the public after all labor contracts for the budget period are signed.
  - ii. Recordings of meetings related to the purchase or sale of property shall be reclassified as public data and made accessible to the public after all real or personal property discussed at the meeting has been purchased or sold or the District has abandoned the purchase or sale.
  - iii. Any other closed meeting may be reclassified or released as required by the order of a court of competent jurisdiction.
- d. Recordings able to be reclassified as public data above shall be monitored to assure that reclassification and refileing occurs as a matter of course.
- e. Recordings of closed meetings shall be separately maintained from the recordings of open meetings, except those recordings that have been reclassified as public data under Paragraph 5.C. above.
- f. Recordings of closed meeting shall be preserved in a secure location separate from recordings of open meetings.
- g. All recordings of closed meetings shall be labeled with the following

information:

- i. the date of the closed meeting;
- ii. the reason the meeting was closed (See above).
- iii. the classification of the data as non-public, and in the case of reclassification under Paragraph 5.C. above, the date the data was reclassified, and the reason for the reclassification;
- iv. the name of the staff member securing the recording;
- v. the date the recording is filed.

**Original Adoption:**

04/25/1967 (as Policy 8330)

**Revision Dates:**

10/12/1971, 12/12/1972, 01/14/1975, 09/09/1975, 11/12/1991, 08/11/2009, 02/09/2010, 08/13/2013

**Legal References:**

- Minn. Stat. Ch 12 (Minnesota Emergency Management Act of 1996)
- Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
- Minn. Stat. Ch. 13D (Open Meeting Law)
- Minn. Stat. §121A.47, Subd. 5 (Student Dismissal Hearing)
- Minn. Stat. §122A.33, Subd. 3 (Coaches; Opportunity to Respond)
- Minn. Stat. §122A.40, Subd. 14 (Teachers Discharge Hearing)
- Minn. Stat. §179A.14, Subd. 3 (Labor Negotiations)
- Dept. of Administration Advisory Opinion 04-004 (February 3, 2004)
- Brown v. Cannon Falls Township, 723 N.W.2d 31 (Minn. App. 2006)
- Brainerd Daily Dispatch v. Dehen, 693 N.W.2d 435 (Minn. App. 2005)
- The Free Press v. County of Blue Earth, 677 N.W.2d 471 (Minn. App.2004)
- Prior Lake American v. Mader, 642 N.W.2d 729 (Minn. 2002)
- Star Tribune v. Board of Education, Special School District No. 1, 507 N.W.2d 869 (Minn. App. 1993)
- Minnesota Daily v. University of Minnesota, 432 N.W. 2d 189 (Minn. App. 1988)
- Moberg v. Independent School District No. 281, 336 N.W. 2d 510 (Minn. 1983)
- Sovereign v. Dunn, 498 N.W. 2d 62 (Minn. App. 1993), rev. denied. (Minn.1993)

**MPS Policy Cross References:**

- Policy 1040 (Student and Staff Data Protection)
- Policy 5200 (Citywide Discipline Policy)
- Policy 8115 (Membership and Quorum)
- Policy 8220 (Meeting Agenda)
- Policy 8230 (Parliamentary Procedure)

**SECTION 7:            AMENDMENT** “Policy 8120: Standing Committees” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 8120: Standing Committees

**1. PURPOSE**

Work of the Board of Directors is complex. To more properly serve the students and community the Board is permitted to designate committees to conduct preparatory work on matters that will be considered by the Board as a whole.

**2. GENERAL STATEMENT OF POLICY**

- a. The Board may establish standing committees.
- b. Committee appointments shall be agreed upon by the directors at the annual meeting.
- c. The Superintendent shall appoint members of the administration to serve the needs of the standing committees.
- d. All committees will report on their work, their recommendations and findings to the full Board at a duly noticed regular, special or emergency meeting of the Board.
- e. No committee shall have more than five (5) total members, with one (1) member being the Board Chair who shall be appointed to every committee.
- f. The Clerk shall be the chair of the Policy Committee.
- g. The Treasurer shall be the chair of the Finance Committee.
- h. The Board Chair shall be the chair of the Committee of the Whole.
- i. All other committees shall select their chair.
- j. Each Standing Committee shall determine its own meeting schedule.
  - i. Meetings shall be noticed in the same manner as regular board meetings.
  - ii. Agenda for each meeting shall be available to the public at the meeting.
  - iii. A copy of all materials prepared for a standing committee meeting that is given to the Directors shall be available at the meeting for public review.

**Original Adoption:**

04/25/1967

**Revision Dates:**

12/12/1972, 01/14/1975, 10/09/1990, 11/12/1991, suspended 3/1/0/2009, 08/11/2009

**Cross References:**

- Policy 8110 (Purposes and Role of the Board)
- Policy 8200 (Annual Meeting)

- Policy 8210 (Meetings of the Board of Directors)
- Policy 8220 (Agenda)

**SECTION 8:** AMENDMENT “Policy 8220: Agenda” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

## A M E N D M E N T

Policy 8220: Agenda

### 1. PURPOSE

The purpose of this policy is to establish the parameters of Board meeting agenda, the process for the construction of the agenda and the distribution of agenda supporting materials prior to the meeting.

### 2. GENERAL STATEMENT OF POLICY

- a. The proposed agenda for each meeting of the board of directors shall be constructed cooperatively by the Board Chair~~person~~ and the Superintendent.
- ~~b. A request for an agenda item to be placed on any particular agenda joined in by at least three (3) directors shall cause the inclusion of the item on that proposed agenda.~~
- c. Individual board directors may suggest items for inclusion on the proposed agenda to the Board ~~C~~chair~~person~~. Such requests shall be made ten (10) days in advance of the business meeting. Unless the request is joined by two other directors, or similar requests are made by at least two other directors, tThe ~~C~~chair~~person~~ has the discretion to place the item on the agenda or not.
- d. A proposed agenda may include an item designated as the consent agenda comprised of many individual items intended to be voted on as a block.
  - i. Consent agenda items may not include:
    - (1) major policy, budget or taxing decisions;
    - (2) bond awards;
    - (3) items related to the Superintendent’s contract; or
    - (4) items related to the evaluation of the Superintendent’s performance.
  - ii. Consent agenda items may include previously budgeted or authorized matters.
  - iii. The consent agenda public details shall be published along with the main agenda.
  - iv. Prior to the approval of the meeting agenda, consent agenda items may be tabled, removed to the main agenda, or deferred to a date certain. This action requires a properly made and seconded motion of a director approved by a majority vote of the quorum.
- e. The proposed agenda may be amended by the Board Chair~~person~~ in consultation with the Superintendent before the motion to approve the agenda.

- f. The agenda for a regular meeting may be amended by deletions through a motion approved during the regular meeting's adoption of the agenda.
- g. The agenda is adopted only by an affirmative vote of the directors at the duly noticed meeting.
- h. Additional items not included on the published agenda may be considered under new business upon the properly made and seconded motion of a director approved by a majority vote of the quorum during adoption of the agenda.

### 3. MATERIALS SUPPORTING THE AGENDA

~~Agenda, minutes of earlier meetings and materials requiring advanced study shall be sent to Directors in advance of the meeting at which they will be considered on a schedule agreed by the directors:~~

- a. Agenda, minutes of earlier meetings, and other materials requiring advanced study prior to vote on an item proposed by the Superintendent of Schools, shall be sent to Directors no fewer than seven (7) days in advance of the meeting, except in emergency situations.
- b. In any open meeting a copy of any printed materials, except those identified in paragraph 3c (below), shall be available for inspection by the public while the Board considers their subject matter where the materials:
  - i. relate to the agenda items;
  - ii. are prepared or distributed by the Board or its employees; and
  - iii. are distributed to or are available to the Board.
- c. Materials not classified by law as public shall not be available for inspection by the public.
- d. Materials related to the agenda of a closed meeting are not available for inspection by the public.
- e. The District may establish:
  - i. a process for persons to request personal copies of materials available for public inspection at an open meeting; and
  - ii. a schedule of fees for the production of those copies; and
  - iii. a system for posting materials online.

#### **Original Adoption:**

04/25/1967 (as Policy 9332)

#### **Revision Dates:**

10/12/1971, 12/12/1972, 10/30/1979, 08/11/2009

#### **MPS Policy Cross References:**

- Policy 8200 (Annual Meeting)
- Policy 8230 (Parliamentary Procedure)

**SECTION 9:**            **AMENDMENT** “Policy 8231: Voting” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

A M E N D M E N T

Policy 8231: Voting

**1. PURPOSE**

There may be occasions when the full board is not in attendance at a regularly noticed and called meeting, and an even number of directors shall constitute the board of directors present and able to conduct the business of the meeting. The purpose of this policy is to establish the required number of votes to approve a matter when an even number of directors is voting.

**2. GENERAL STATEMENT OF POLICY**

- a. In all cases where board policy states that a majority of the directors, a simple majority, or a majority of the quorum must approve a motion, resolution or complete an election, the word majority shall mean:
  - i. in the case where a quorum of the board is established by an even number of directors, but less than the full board is in attendance, half of the quorum number plus one is required, and
  - ii. in the case where the full board is in attendance, half of the number of those in attendance rounded up to the next full number.
- b. In all other matters not directly controlled by board policy requiring a vote of the board of directors, approval of the motion made or resolution proposed shall be:
  - i. in the case where a quorum of the board is established by an even number of directors, but less than the full board is in attendance, a vote of half of the quorum number plus one is required, and
  - ii. in the case where the full board is in attendance or quorum is established by an odd number of directors, a vote of half of the number of those in attendance rounded up to the next full number is required.
- c. Except as otherwise allowed or required by board policy votes taken during a meeting of the board of directors may be by voice vote at the discretion of the chairperson.
- d. Any Student Representative appointed to the Board shall not vote on any proposed board action.
- e. The Superintendent, or Superintendent’s designee attending the meeting for the Superintendent, shall not vote on any proposed board action.
- f. If a Director abstains from voting on an issue, it is recommended they announce their reason for the abstention.

**Original Adoption:**  
11/11/2011

**Revision Dates:**

08/13/2019

**MPS Policy Cross References:**

- Policy 8115 (Membership and Quorum)
- Policy 8140 (Election of Officers)
- Policy 8220 (Agenda)
- Policy 8520 (Policy Development)

**SECTION 10:**            **AMENDMENT** “Policy 8500: Board Director Development” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

A M E N D M E N T

Policy 8500: Board Director Development

**1. PURPOSE**

The purpose of this policy is to guide Board and Board Director orientation, training, development and self-evaluation necessary in order to fulfill their obligation to be prepared for their duties. Board members shall be prepared to manage board governance, budget planning and monitoring, and issues arising due to their identity as employers.

**2. GENERAL STATEMENT OF POLICY**

- a. In order to perform their responsibilities to the electorate, the State and the students, and in recognition of the need for training and development for its directors, the Board encourages its directors to participate in professional development activities.
- b. Directors have an obligation to:
  - i. become informed on the proper duties and functions of a school board member,
  - ii. become familiar with issues that may affect the school district,
  - iii. acquire a basic understanding of school finance, and
  - iv. acquire sufficient knowledge to comply with federal, state and local laws, rules, regulations and school district policies.
- c. The Board shall determine at its January board meeting a proposed two-year calendar of board training. A minimum of two (2) training sessions per calendar year shall be established. Sessions may include, but are not limited to topics such as:
  - i. Board Governance
    - (1) Activities designed to improve the workings of the board as a whole, which may include, but is not limited to the following:
      - (A) communications

- (B) teamwork
- (C) shared decision making processes
- (D) effective school boards
- (E) leadership
- (F) shared responsibility
- (2) The processes of budget planning and monitoring, including, but not limited to:
  - (A) Capital Planning and budgeting
  - (B) School Finance, Levy determinations
  - (C) Specific Budget allocations (Integration, Transportation, Nutrition, Special Education, Community Education, Compensatory funding)
- (3) The processes involved in employer issues
  - (A) Negotiation of Collective Bargaining Agreements
  - (B) Employee Discipline
- (4) Other topics chosen by the board.
- d. Board Directors shall not discuss, decide or receive information as a group relating to the official business of the district during Board professional development training sessions.
- e. Occasionally, it may be appropriate for school board Directors to travel out of state to fulfill their obligations.
- f. Board Directors are expected to report back to the Board with materials of interest gathered at out of district meetings and workshops attended by individual members.
- g. Directors shall engage annually in an evaluation of their collective performance as a school board. The evaluation shall be a used to guide further development sought by the Board.

### 3. **ORIENTATION OF DIRECTORS**

It is important that Directors of the Board begin their service with the necessary preparation to be a full and effective member of the Board upon the commencement of their term of office. The complexities of the governance, management and control of the District are such that orientation of duly elected Directors is appropriate prior to their taking office. The purpose of this policy is to establish what orientation will be provided to duly elected board Directors.

- a. The sitting Directors of the Board and the administrative staff shall assist each Director-elect, upon election or appointment, to understand:
  - i. the Board's functions and organization;
  - ii. the Board's policies;
  - iii. the procedures and operations of the District, and
  - iv. Minnesota Statutes affecting the District.
- b. Orientation may be accomplished through any of the following means:
  - i. Provision of reading and research materials; which may include:
    - (1) to a copy of the Board's policies,
    - (2) materials selected from those prepared by the Minnesota School Boards Association and the Council of Great City

Schools.

(3) Superintendent's Regulations and Administrative Rules.

- ii. Attendance at Board meetings, whether regular, special, or discussion;
- iii. Attendance at Board retreats;
- iv. Provision as allowed by law of materials supporting the agenda of any Board meeting or retreat;
- v. Scheduled individual meetings with
  - (1) the Board;
  - (2) the Superintendent;
  - (3) other administrative personnel for the purpose of discussing the person's functions; and other agencies when feasible or necessary.

**Original Adoption:**

11/12/1991 (as Policy 8220)

**Revision Dates:**

08/14/2007, 08/11/2009, 01/09/2018, 09/10/2019

**Legal References:**

- Minn. Stat. § 123B.09, Subdivision 2 (School Board Member Training)

**MPS Policy Cross References:**

- Policy 3331 (Travel Expenses-Non Employees)
- Policy 8410 (Duties of Directors)
- Policy 8505 (Director Travel)

**SECTION 11:**        **REPEAL** "Policy 8400: Orientation Of Directors" of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 8400: Orientation Of Directors~~ (*Repealed*)

**1. PURPOSE**

It is important that Directors of the Board begin their service with the necessary preparation to be a full and effective member of the Board upon the commencement of their term of office. The complexities of the governance, management and control of the District are such that orientation of duly elected Directors is appropriate prior to their taking office. The purpose of this policy is to establish what orientation will be provided to duly elected board Directors.

**2. GENERAL STATEMENT OF POLICY**

- a. The sitting Directors of the Board and the administrative staff shall assist each Director-elect, upon election or appointment, to understand:
  - i. the Board’s functions and organization;
  - ii. the Board’s policies;
  - iii. the procedures and operations of the District, and
  - iv. Minnesota Statutes affecting the District.
- b. Orientation may be accomplished through any of the following means:
  - i. Provision of reading and research materials; which may include:
    - (1) to a copy of the Board’s policies,
    - (2) materials selected from those prepared by the Minnesota School Boards Association and the Council of Great City Schools.
    - (3) Superintendent’s Regulations and Administrative Rules.
  - ii. Attendance at Board meetings, whether regular, special, or discussion;
  - iii. Attendance at Board retreats;
  - iv. Provision as allowed by law of materials supporting the agenda of any Board meeting or retreat;
  - v. Scheduled individual meetings with
    - (1) the Board;
    - (2) the Superintendent;
    - (3) other administrative personnel for the purpose of discussing the person’s functions; and other agencies when feasible or necessary.

**Original Adoption:**  
04/25/1967 (as Policy 8210)

**Revision Dates:**  
12/12/1972, 11/12/1991, 08/11/2009

**Legal References:**

- Minn. Stat. §123B.09 Subd. 2 (School Board Member Training)

**MPS Policy Cross References:**

- Policy 8500 (Board Director Development)
- Policy 8505 (Director Travel)

**SECTION 12:**            **RENUMBER** “Policy 8420: External Representation And Memberships” of the Minneapolis Public Schools Policies & Regulations is hereby *renumbered* as follows:

RENUMBER

Policy 8420: External Representation And Memberships

Policy ~~8420~~8525: External Representation And Memberships

**SECTION 13:** AMENDMENT “Policy 8505: Director Travel” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 8505: Director Travel

**1. PURPOSE**

The purpose of this policy is to establish the limits of travel within and without the state for the purposes of Board Director Development.

**2. APPROPRIATE TRAVEL**

- a. Travel for which the Director intends to seek reimbursement from the school district must be pre-approved by the Board Chair.
- b. Out of State Travel.
  - i. Travel outside the state is appropriate when the school board finds it proper for Directors to acquire knowledge and information necessary to allow them to carry out their responsibilities as school board directors.
  - ii. Travel to regional or national meetings of school board associations is presumed to fulfill this purpose.
  - iii. The Board, on a case by case basis will determine and limit the numbers of Directors authorized to attend specific workshops and conventions where the expenses involved warrant such limitations and the travel is to be paid from the Board budget.
- c. Within State Travel. Travel within the State of Minnesota is appropriate when the Board finds it proper for Directors to acquire knowledge and information necessary to allow them to carry out their responsibilities as directors.
- d. All airfare, hotel accommodations and car rental shall be arranged through the district-approved vendor.

**3. BUDGET AND EXPENDITURE AUTHORIZATION**

- a. The Board may determine an annual professional development budget including an individual director allocation.
- b. The Board Chair, in consultation with Board Staff, shall approve director professional development and related travel expenditure requests. Provided there is sufficient budget available in the requesting director's allocation, no reasonable request shall be denied.

**4. REIMBURSABLE EXPENSES**

Director travel expenses shall be reimbursed on the same basis as other non-employee

travel. Expenses to be reimbursed may include transportation, meals, lodging, registration fees, required materials, parking fees, tips and other reasonable and necessary school district related expenses.

**5. REIMBURSEMENT**

- a. Amounts to be reimbursed shall be within the school board's approved budget allocations, including attendance at workshops and conventions.
- b. Requests for reimbursement must be itemized on the official school district form and are to be submitted to the designated administrator.
- c. Automobile travel shall be reimbursed at the Federal mileage rate set by the Internal Revenue Service.
- d. Commercial air transportation shall reflect economy fares.
- e. All credits or benefits issued by any airline, hotel or rental car company for travel arranged for Director travel shall accrue to the benefit of the district.

**6. COMPLIANCE WITH OTHER DISTRICT POLICIES AND REGULATIONS**

- a. Arrangement and reimbursement of travel expenses shall follow the district policy for non-employee travel.
- b. The Superintendent is authorized to promulgate regulations for travel processes including reimbursement.

**7. ANNUAL REVIEW**

This policy must be annually reviewed by the Board of Directors.

**Original Adoption:**

11/12/1991 (as Policy 8220)

**Revision Dates:**

08/11/2009

**Legal References:**

- Minn. Stat. §15.435 (Airline Travel Credit)
- Minn. Stat. § 123B.09, Subdivision 2 (School Board Member Training)
- Minn. Stat. § 471.661 (Out-of-State Travel)
- Minn. Stat. § 471.665 (Mileage Allowances)
- Minn. Op. Atty. Gen. No. 1035 (August 23, 1999) (Retreat Expenses)
- Minn. Op. Atty. Gen. No. 161b-12 (August 4, 1997) (Transportation Expenses)

**MPS Policy Cross References:**

- Policy 3331 (Travel Expenses: Non-employee)
- Policy 8410 (Duties of Directors)
- Policy 8500 (Board Director Development)

**SECTION 14:****AMENDMENT** “Policy 8550: Electronic Communication” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

**AMENDMENT**

Policy 8550: ~~Electronic Communication~~Communications and Community Relations

**1. PURPOSE AND GENERAL STATEMENT OF POLICY**

~~The Board of Education, Special School District No. 1, Minneapolis Public Schools is committed to operating through the requirements of the Open Meeting Law. Electronic communication possibilities create special circumstances that, unless addressed, could lead to unintentional violations of that commitment. The purpose of this policy is to establish how individual directors should use electronic communications to communicate with each other and with the public.~~

Effective communication and board/community relations benefit the entire school district and community. The purpose of this policy is to establish clear, consistent, and compliant procedures for all electronic communications involving School Board Directors. Use of electronic communication (e-mail, blogs, and social media) should conform to the same standards of judgment, propriety and ethics as other forms of school board related communication.

**2. APPLICABILITY AND DEFINITIONS**

This policy applies to all communication by School Board Directors conducted via electronic means related to official district business, whether by a district-issued or personal device.

a. *Definitions:*

- i. “Electronic communication” means any communication conducted other than verbally, including but not limited to via email, social media, text messages, chat system, or comment functions.
- ii. “Social media platform” means internet and mobile-based applications, websites and functions, other than email, with a focus on immediacy, interactivity, user participation, and information sharing. These venues include social networking sites, forums, blogs, vlogs, microblogs, online chat sites, and video/photo posting sites or any other such similar output or format. Examples include Facebook, Instagram, Twitter, YouTube, NextDoor, TikTok, Snapchat, Vimeo and emerging new web-based platforms generally regarded as social media or having many of the same functions as those listed.
- iii. “Content” means any posts, writings, material, documents, photographs, graphics, videos, links, or other information that is created, posted, distributed, or transmitted via Social Media.
- iv. “Official district business” means any matter over which School Board or School District has any authority, administrative duties, or advisory duties.

- v. “District-utilized social media platforms” means any system used in an official and consistent capacity by the District’s Communication Department.
- vi. “Government Data” means data, both public and not public, as defined by the MN Government Data Practices Act and/or the Family Educational Rights and Privacy Act (FERPA).
- vii. “Constituent” means a person residing with the election district of a School Board Director.
- viii. “Board Staff” means the Board Administrator and Executive Assistant to the Board.

### 3. ELECTRONIC COMMUNICATION AMONG DIRECTORS

#### 4. GENERAL STATEMENT OF POLICY

- a. ~~Use of electronic communication (e-mail, blogs, and social media) should conform to the same standards of judgment, propriety and ethics as other forms of school board related communication.~~
- b. Directors shall not use electronic communication of any kind e-mail as a substitute for deliberations at duly called and noticed board meetings or for other communications or business properly confined to board meetings.
- c. ~~Board members~~ Directors should be aware that electronic communications, including attachments, received or prepared for use in board business or containing information relating to board business are likely to be regarded as public records, which may be inspected by any person upon request, unless otherwise made confidential by law.
- d. Directors ~~Board members~~ shall avoid reference to confidential information about employees, students or other matters in electronic communications because of the risk of improper disclosure. Board members should comply with the same standards as district employees with regard to confidential information.
- e. Electronic communication of meeting materials should generally be conducted in a one-way communication from the Chair, Clerk, or ~~Clerk’s~~ their designee to the Directors.
- f. Inquiries regarding meeting materials should be directed directly back to the Chair, Clerk or ~~the clerk’s~~ their designee. If the clarification, or answer to the inquiry is one of value to other Directors, the Chair, Clerk, or ~~Clerk’s~~ their designee may send follow-up materials or information to the Board.
- g. During a public meeting Directors shall not communicate via electronic means with members of the public. Directors may communicate with District Staff or other Board Members on process issues.
- h. Directors wishing to share information with other members should do so through the Chair, Clerk, or ~~Clerk’s~~ their designee. Such information shall not invite response or discussion outside of a public meeting. Any materials so distributed that relate to agenda items must be made available to the public.
- i. Directors may communicate with one other Director via electronic means.
- j. Directors shall not forward individual communications to other directors.
- k. Directors who receive list-serve distributions, electronic newsletters, or

participates in electronic discussion forums where other Directors are likely to participate should not reply to any distribution or comment so that the reply is copied to the entire distribution group, or any part of the group that might include other Directors. The Director may reply directly to a sender of a message.

## 5. COMMUNICATION WITH CONSTITUENTS

- a. Individual communication between one director and one constituent are considered not public data, unless either party decides to make it public. Communication involving more than one director, or any district staff, are presumed to be public data.
- b. Directors must not convey any message on behalf of the entire board, unless that matter that has been approved by majority vote of the Board.
- c. Directors shall submit any constituent inquiry that requires district staff support for a response by e-mail to Board Staff.
- d. Board staff will coordinate with district staff to provide a response to the Director and/or constituent.
- e. The Board office and district staff will make every effort to respond consistently within a reasonable amount of time. If a substantial amount of time is required to prepare a response, staff will let the director know.

## 6. COMMUNICATION WITH DISTRICT STAFF

- a. Outside of a duly noticed Board or Committee meeting, any requests for information must be submitted through the Board Office and not directly to district staff.
- b. Beyond basic information, any requests for staff action must be made directly to the Superintendent and a copy to the Board Administrator in writing to prevent the Board from directing the work of District staff or expecting District staff to adjust their work schedules.

## 7. SOCIAL MEDIA

Social media has become an increasingly important part of our ability to communicate with families, students, staff, and the community. The Board recognizes the need to embrace this valuable avenue of communication and engagement in order to serve our students and constituents. The Board also recognizes the need to use these powerful tools responsibly in an ever-changing environment. The purpose of this section is to establish procedures and limitations to ensure effective and legal use of these tools.

- a. If a Director wishes to utilize any social media platform to communicate on official district business matters or on any subject or topic using their title of School Board Director, they must adhere to the provisions in this section, including:
  - i. Compliance with Board Policy 4038 and any related regulations or procedures
  - ii. Limit use to district-utilized platforms through the accounts established by District Staff, which shall be retained by the district after the director leaves office
  - iii. Requirements of the MN Open Meeting Law
  - iv.

Requirements of the MN Data Practices Act

- b. Any communication regarding official district business on any personal social media platforms is subject to this policy, whether the Director uses a district-issued account or personal device.
- c. Campaign-related activity is prohibited on district-established social media platforms. Directors shall maintain a separate account for these purposes, while using caution to not engage in official district business.
- d. Directors must consult with Board Staff, Communications Staff, or the District's General Counsel before blocking users or deleting or hiding posts or comments on district-established social media accounts.

**8. SCHOOL VISITS BY BOARD DIRECTORS**

- a. Directors shall work with the Board Office to schedule a visit and to communicate the purpose of the visit.
- b. The visit should be scheduled so as to provide the school principal the courtesy of advance notice, to avoid potential conflicts with student testing, staff evaluations, or other critical activity necessitating the attention or presence of the school principal.
- c. In the event of such conflict, the Board Office will schedule the visit for a mutually convenient time.
- d. The principal or designee will accompany Directors while visiting their school and be available to answer any questions that may arise and/or provide additional context to what is being observed.

**9. PUBLIC PARTICIPATION AND BOARD MEETINGS**

The Board of Directors of Special School District No. 1 encourages all citizens to support the District's mission. The Board is dedicated to compliance with the Minnesota Open Meeting law. Board Meetings also serve as a means of communication with the public regarding district business. The Board also recognizes the importance of hearing the interests and concerns of citizens regarding the schools in formulating District policy and pursuing the District's mission.

- a. All citizens are welcome to attend Board meetings not legally closed to the public.
- b. Meetings of the Board are conducted for the purpose of carrying on the business of the schools. They are therefore not public meetings, but meetings held in public.
- c. A journal recording the action taken at the meeting shall be kept showing how each director voted on resolutions and motions. The journal may be posted online and shall be available during regular business hours for public view at the District's central office.
- d. In order that the Board may fairly and adequately discharge its responsibility, citizens shall be requested to direct requests, presentations and proposals to the Superintendent. The Superintendent or Superintendent's designee will advise the proposer according to presentation rules established by the Board.
- e. The Board may establish a process to receive comments during regular business

[board meetings. The current process can be found here:  
https://board.mpls.k12.mn.us/comment.](https://board.mpls.k12.mn.us/comment)

**10. APPLICABILITY**

This policy applies regardless of whether the electronic communication is taking place:

~~a. on a:~~

~~i. district-provided computer, or electronic device;~~

~~ii. personal computer, or electronic device;~~

~~iii. computer or electronic device provided by the Director's employer~~

~~b. through a:~~

~~i. district provided e-mail account;~~

~~ii. personal e-mail account or address~~

~~iii. social network page or website~~

~~iv. email address provided by the Director's employer.~~

**Original Adoption:**

08/11/2009

**Revision Dates:**

8/14/2015

**Legal References:**

- Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
- Minn. Stat. Ch. 13D (Open Meeting Law)

**MPS Policy Cross References:**

- Policy 1040 (Student and Staff Data Protection)
- Policy 6415 (Internet and Educational Network Use)
- Policy 8210 (Meetings of the Board of Directors)
- Policy 8220 (Agenda)

**SECTION 15:**            **REPEAL** “Policy 1200: Board Meetings And Public Participation” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 1200: Board Meetings And Public Participation (Repealed)~~

**1. PURPOSE**

The Board of Directors of Special School District No. 1 encourages all citizens to support the District's mission. The Board is dedicated to compliance with the Minnesota Open Meeting law. Board Meetings also serve as a means of communication with the public regarding district business. The Board also recognizes the importance of hearing the interests and concerns of citizens regarding the schools in formulating District policy and pursuing the District's mission.

**2. GENERAL STATEMENT OF POLICY**

- a. All citizens are welcome to attend Board meetings not legally closed to the public.
- b. Meetings of the Board are conducted for the purpose of carrying on the business of the schools. They are therefore not public meetings, but meetings held in public.

**3. VOTING RECORDS**

- a. A journal recording the action taken at the meeting shall be kept showing how each director voted on resolutions and motions.
- b. The journal shall be available during regular business hours for public view at the District's central office.

**4. PUBLIC PRESENTATIONS**

- a. In order that the Board may fairly and adequately discharge its responsibility, citizens shall be requested to direct requests, presentations and proposals to the Superintendent. The Superintendent or Superintendent's designee will advise the proposer according to presentation rules established by the Board.
- b. The Board may establish rules for public reports, presentations, requests and proposals. The intent of the rules includes, but is not limited to:
  - i. allowing a fair and adequate opportunity for all persons who wish to be heard;
  - ii. allowing the Superintendent to:
    - (1) take direct action; or
    - (2) recommend action to the Board when established district policies apply to the report, presentation, request or proposal.
  - iii. providing adequate time for the Board to obtain necessary information and to develop Board direction on the topic where:
    - (1) no existing district policy applies;
    - (2) a change of district policy is proposed; or
    - (3) an exception to existing policy is specifically requested.
  - iv. assuring that time so devoted does not interfere with the agenda fulfillment of the Board.
- c. Requests, presentations, and proposals to the Board from members of the public may be made at times designated by the Board.
  - i. The Board may establish time limits for individual and group presentations.
  - ii. The Board may establish time on a regular business meeting agenda for

presentations that are limited as to subject matter to those items on the meeting's agenda.

- iii. The Board may establish times for presentations on any topic.
- d. Persons wishing to address the board may be required to register their request in writing.
- e. The Board may make rules as to which public presentation times are broadcast.
- f. Board adopted rules regarding public presentation shall be published

**Original Adoption:**

04/25/1967

**Revision Dates:**

10/12/1971, 01/20/1973, 11/25/1975, 11/30/1976, 11/10/2009

**Legal References:**

- Minn. Stat. Chapter 13D (Minnesota Open Meeting Law)

**~~MPS Policy Cross References:~~**

- Policy 1040 (Student and Staff Data Protection)
- Policy 1150 (Media Relations)
- Policy 1300 (Participation by the Public)
- Policy 1541 (Response to Violence and Disruption)
- Policy 1580 (Soliciting, Peddling and Canvassing on District Grounds)
- Policy 8200 (Annual Meeting)
- Policy 8210 (Meetings of the Board of Directors)
- Policy 8220 (Meeting Agenda)
- Policy 8231 (Voting)
- Policy 8410 (Duties of Directors)

# Overview of Proposed Changes to 8000 Chapter

Policy Committee

January 26, 2021



MINNEAPOLIS  
PUBLIC SCHOOLS  
Urban Education. Global Citizens.

# Process

When	Who	What
Jan 26	Policy Committee, with full board invited	Overview and discussion of initial proposed changes
Jan 26–Feb 16	Board members	Share thoughts and/or suggestions with Director Pauly and Ryan
Feb 23	Policy Committee, with full board invited to participate (only committee members vote)	Markup and recommend changes to full board
March 9	Full Board	First reading of recommended changes
April 13	Full Board	Vote on recommended changes

# Overview of Proposed Changes

- Subchapter reorganization and subsequent revisions

## **Current**

Board Organization (6 policies)  
Meetings (5 policies)  
Officers (1 policy)  
Directors (3 policy)  
Operations (7 policies)

## **Proposed**

Board Organization (8 policies)  
Meetings (4 policies)  
~~Officers~~ (deleted, subsumed elsewhere)  
~~Directors~~ (deleted, subsumed elsewhere)  
Operations (8 policies)

- Relevant items from board protocols incorporated into policy
- Subsume majority of Policy 1200 into revised and renamed Policy 8550
- New social media requirements

# Walkthrough of Proposed Changes

# Walkthrough of Proposed Changes (1)

1. Repeal Policy [8230](#) (Parliamentary Procedure)
2. Adopt a new Policy 8112 (Governing Rules), under the 'Board Organization' subchapter:

## **1. PURPOSE**

The purpose of this policy is to provide governing rules for the conduct of meetings of the school board.

## **2. GENERAL STATEMENT OF POLICY**

An orderly school board meeting allows school board members to participate in discussion and decision of school district issues. Rules of order allow school board members the opportunity to review school-related topics, discuss school business items, and bring matters to conclusion in a timely and consistent manner.

## **3. RULES OF ORDER**

Rules of order for school board meetings shall be as follows:

- a. Minnesota statutes where specified;
- b. Specific rules of order as provided by the school board policy consistent with Minnesota statutes; and
- c. Robert's Rules of Order, Revised 11th Edition where not inconsistent with A. and B., above.



# Walkthrough of Proposed Changes (2)

1. Renumber Policy [8300](#) (Duties of Directors) to 8111 and move to 'Board Organization' subchapter
2. No content changes

# Walkthrough of Proposed Changes (3)

1. Revise Policy [8120](#) (Standing Committees) to incorporate relevant language from board protocols:

- d. No committee shall have more than five (5) total members, with one (1) member being the Board Chair who shall be appointed to every committee.
- e. The Clerk shall be the chair of the Policy Committee.
- f. The Treasurer shall be the chair of the Finance Committee.
- g. The Board Chair shall be the chair of the Committee of the Whole.
- h. All other committees shall select their Chair.

# Walkthrough of Proposed Changes (4)

1. Rename Policy [8140](#) (Election of Officers) to Board Officers
2. Subsume Policy [8300](#) (Duties of Board Officers) into new 8140 (Board Officers)
3. To align with nomenclature used elsewhere, change all instances of '*Chairperson*' to '*Chair*' and '*Vice Chairperson*' to '*Vice Chair*'
4. Repeal Policy 8300 and delete 'Officers' subchapter

# Walkthrough of Proposed Changes (5)

1. Revise Policy [8210](#) (Meetings of the Board of Directors)
  - a. Amendment 1 incorporates language from board protocols:

(3) Closed meeting topics, information, and any materials provided shall remain confidential and not public until such a time determined by the District's General Counsel and District's Responsible Data Authority.

- b. Amendment 2 deletes and moves items 4a-4e (Materials Supporting the Agenda) to Policy [8220](#) (Agenda)

# Walkthrough of Proposed Changes (6.a)

1. Revise Policy [8220](#) (Agenda)
  - a. Amendment 1 clarifies process to add items to agenda in advance and changes 'Chairperson' to 'Chair':

- a. The proposed agenda for each meeting of the board of directors shall be constructed cooperatively by the Board Chair~~person~~ and the Superintendent.
- ~~b. A request for an agenda item to be placed on any particular agenda joined in by at least three (3) directors shall cause the inclusion of the item on that proposed agenda.~~
- c. Individual board directors may suggest items for inclusion on the proposed agenda to the Board ~~C~~hair~~person~~. Such requests shall be made ten (10) days in advance of the meeting. ~~Unless the request is joined by two other directors, or similar requests are made by at least two other directors,~~ The ~~C~~hair~~person~~ has the discretion to place the item on the proposed agenda or not.



# Walkthrough of Proposed Changes (6.b)

1. Revise Policy [8220](#) (Agenda)
  - a. Amendment 2 clarifies the time during which agenda items may be added and changes 'Chairperson' to 'Chair':

- e. The proposed agenda may be amended by the Board Chair~~person~~ in consultation with the Superintendent before the motion to approve the agenda.
- f. The agenda for a regular meeting may be amended by deletions through a motion approved during the regular meeting's adoption of the agenda.
- g. The agenda is adopted only by an affirmative vote of the directors at the duly noticed meeting.
- h. Additional items not included on the published agenda may be considered under new business upon the properly made and seconded motion of a director approved by a majority vote of the quorum during adoption of the agenda.



# Walkthrough of Proposed Changes (6.c)

1. Revise Policy 8220 (Agenda)
  - a. Amendment 3 adds language from board protocols and from Policy [8210](#) (Meetings of the Board of Directors)

### 3. MATERIALS SUPPORTING THE AGENDA

~~Agenda, minutes of earlier meetings and materials requiring advanced study shall be sent to Directors in advance of the meeting at which they will be considered on a schedule agreed by the directors:~~

- ~~a. Agenda, minutes of earlier meetings, and other materials requiring advanced study prior to vote on an item proposed by the Superintendent of Schools, shall be sent to Directors no fewer than seven (7) days in advance of the meeting, except in emergency situations.~~
- ~~b. In any open meeting a copy of any printed materials, except those identified in paragraph 3c (below), shall be available for inspection by the public while the Board considers their subject matter where the materials:
  - ~~i. relate to the agenda items;~~
  - ~~ii. are prepared or distributed by the Board or its employees; and~~
  - ~~iii. are distributed to or are available to the Board.~~~~
- ~~c. Materials not classified by law as public shall not be available for inspection by the public.~~
- ~~d. Materials related to the agenda of a closed meeting are not available for inspection by the public.~~
- ~~e. The District may establish:
  - ~~i. a process for persons to request personal copies of materials available for public inspection at an open meeting; and~~
  - ~~ii. a schedule of fees for the production of those copies; and~~
  - ~~iii. a system for posting materials online.~~~~



# Walkthrough of Proposed Changes (7)

1. Revise Policy 8231 (Voting)
  - a. Amendment adds recommendation on abstentions.

e. The Superintendent, or Superintendent's designee attending the meeting for the Superintendent, shall not vote on

f. If a Director abstains from voting on an issue, it is recommended they announce their reason for the abstention.

# Walkthrough of Proposed Changes (8)

1. Revise Policy [8500](#) (Board Director Development) to incorporate language from Policy [8400](#) (Orientation of Directors)
2. Repeal Policy 8400

## 3. **ORIENTATION OF DIRECTORS**

It is important that Directors of the Board begin their service with the necessary preparation to be a full and effective member of the Board upon the commencement of their term of office. The complexities of the governance, management and control of the District are such that orientation of duly elected Directors is appropriate prior to their taking office. The purpose of this policy is to establish what orientation will be provided to duly elected board Directors.

a. The sitting Directors of the Board and the administrative staff shall assist each Director-elect, upon election or appointment, to understand:

- i. the Board's functions and organization;
- ii. the Board's policies;
- iii. the procedures and operations of the District, and
- iv. Minnesota Statutes affecting the District.

b. Orientation may be accomplished through any of the following means:

- i. Provision of reading and research materials; which may include:

(1) to a copy of the Board's policies

(2) materials selected from those prepared by the Minnesota School Boards Association and the Council of Great City Schools

(3) Superintendent's Regulations and Administrative Rules

ii. Attendance at Board meetings, whether regular, special, or discussion;

iii. Attendance at Board retreats;

iv. Attendance at required Minnesota School Boards Association new director trainings;

v. Provision as allowed by law of materials supporting the agenda of any Board meeting or retreat;

vi. Scheduled individual meetings with:

(1) the Board;

(2) the Superintendent;

(3) other administrative personnel for the purpose of discussing the person's functions; and other agencies when feasible or necessary.



# Walkthrough of Proposed Changes (9)

1. Renumber and move Policy [8420](#) (External Representation and Memberships) to 8525 in the 'Operations' subchapter
2. Delete the 'Directors' subchapter

# Walkthrough of Proposed Changes (10)

1. Revise Policy [8505](#) (Director Travel) to incorporate process language from board protocols, and add clarifying budget guidance

### 3. BUDGET AND EXPENDITURE AUTHORIZATION

- a. The Board may determine an annual professional development budget including an individual director allocation.
- b. The Board Chair, in consultation with Board Staff, shall approve director professional development and related travel expenditure requests. Provided there is sufficient budget available, no reasonable request shall be denied.



# Walkthrough of Proposed Changes (11)

1. Revise Policy [8550](#) (Electronic Communication):
  - a. To include some elements from board protocols
  - b. To subsume elements of Policy [1200](#) (Board Meetings and Public Participation), which would be repealed
  - c. To insert new language and process on social media use by Board Directors
  - d. Rename to Communications and Community Relations

# Walkthrough of Proposed Changes (11.a)

1. New title (Communications and Community Relations), purpose, and general statement

1. **PURPOSE**

Effective communication and board/community relations benefit the entire school district and community.

2. **GENERAL STATEMENT OF POLICY**

The purpose of this policy is to establish clear, consistent, and compliant procedures for all electronic communications involving School Board Directors. Use of electronic communication (e-mail, blogs, and social media) should conform to the same standards of judgment, propriety and ethics as other forms of school board related communication.

3. **APPLICABILITY AND DEFINITIONS**

This policy applies to all communication by School Board Directors conducted via electronic means related to official district business, whether by a district-issued or personal device.

# Walkthrough of Proposed Changes (11.b)

## 1. Definitions (Communications and Community Relations)

### a. **Definitions:**

- i. *“Electronic communication”* means any communication conducted other than verbally, including but not limited to via email, social media, text messages, chat system, or comment functions.
- ii. *“Social media platform”* means internet and mobile-based applications, websites and functions, other than email, with a focus on immediacy, interactivity, user participation, and information sharing. These venues include social networking sites, forums, blogs, vlogs, microblogs, online chat sites, and video/photo posting sites or any other such similar output or format. Examples include Facebook, Instagram, Twitter, YouTube, Nextdoor, TikTok, Snapchat, Vimeo and emerging new web-based platforms generally regarded as social media or having many of the same functions as those listed.
- iii. *“Content”* means any posts, writings, material, documents, photographs, graphics, videos, links, or other information that is created, posted, distributed, or transmitted via Social Media.

# Walkthrough of Proposed Changes (11.c)

## Definitions, continued

- iv. “*Official district business*” means any matter over which School Board or School District has any authority, administrative duties, or advisory duties.
- v. “*District-utilized social media platforms*” means any system used in an official and consistent capacity by the District’s Communication Department
- vi. “*Government Data*” means data, both public and not public, as defined by the MN Government Data Practices Act and/or FERPA.
- vii. “*Constituent*” means a person residing with the election district of a School Board Director.
- viii. “*Board Staff*” means the Board Administrator and Executive Assistant to the Board.

# Walkthrough of Proposed Changes (11.d)

## 1. ELECTRONIC COMMUNICATION AMONG DIRECTORS (in current policy)

- a. Directors shall not use electronic communication as a substitute for deliberations at duly called and noticed board meetings.
- b. Directors should be aware that electronic communications, including attachments, received or prepared for use in official district business or containing information relating to official district business are likely to be regarded as public records, which may be inspected by any person upon request, unless otherwise made not public by law.
- c. Directors shall avoid reference to confidential information about employees, students or other matters in electronic communications because of the risk of improper disclosure. Directors should comply with the same standards as district employees with regard to confidential information.
- d. Electronic communication of meeting materials should generally be conducted in a one-way communication from the Chair, Clerk, or their designee to the Directors.

# Walkthrough of Proposed Changes (11.e)

## ELECTRONIC COMMUNICATION AMONG DIRECTORS, continued

- e. Inquiries regarding meeting materials should be directed directly back to the Chair, Clerk, or their designee. If the clarification or answer to the inquiry is one of value to other Directors, Chair, Clerk, or their designee may send follow-up materials or information to the entire Board.
- f. During a public meeting, Directors shall not communicate via electronic means with members of the public. Directors may communicate with District Staff or other Directors about meeting process issues.
- g. Directors wishing to share information with other directors should do so through the Chair, Clerk, or their designee. Such information shall not invite response or discussion outside of a public meeting. Any materials so distributed that relate to agenda items must be made available to the public.

# Walkthrough of Proposed Changes (11.f)

## ELECTRONIC COMMUNICATION AMONG DIRECTORS, continued

- h. Directors may communicate with one other Director via electronic means.
- i. Directors shall not forward individual communications to other directors.
- j. Directors who receive list-serve distributions, electronic newsletters, or participates in electronic discussion forums where other Directors are likely to participate should not reply to any distribution or comment so that the reply is copied to the entire distribution group, or any part of the group that might include other Directors. The Director may reply directly to a sender of a message.

# Walkthrough of Proposed Changes (11.g)

## 1. COMMUNICATION WITH CONSTITUENTS (in current board protocols)

- a. Individual communication between one director and one constituent are considered not public data, unless either party decides to make it public. Communication involving more than one director, or any district staff, are presumed to be public data.
- b. Directors must not convey any message on behalf of the entire board, unless that matter that has been approved by majority vote of the Board.
- c. Directors shall submit any constituent inquiry that requires district staff support for a response by e-mail to Board Staff.
- d. Board staff will coordinate with district staff to provide a response to the Director and/or Constituent.
- e. The Board office and district staff will make every effort to respond consistently within a reasonable amount of time. If a substantial amount of time is required to prepare a response, staff will let the director know.

# Walkthrough of Proposed Changes (11.h)

## 1. COMMUNICATION WITH DISTRICT STAFF (in current board protocols)

- a. Outside of a duly noticed Board or Committee meeting, any requests for information must be submitted through the Board Office and not directly to district staff.
- b. Beyond basic information, any requests for staff action must be made directly to the Superintendent and a copy to the Board Administrator in writing to prevent the Board from directing the work of District staff or expecting District staff to adjust their work schedules.

# Walkthrough of Proposed Changes (11.i)

## 1. SOCIAL MEDIA (substantially new language)

Social media has become an increasingly important part of our ability to communicate with families, students, staff, and the community. The Board recognizes the need to embrace this valuable avenue of communication and engagement in order to serve our students and constituents. The Board also recognizes the need to use these powerful tools responsibly in an ever-changing environment. The purpose of this section is to establish procedures and limitations to ensure effective and legal use of these tools.

# Walkthrough of Proposed Changes (11.j)

## SOCIAL MEDIA, continued

- a. If a Director wishes to utilize any social media platform to communicate on official district business matters or on any subject or topic using their title of School Board Director, they must adhere to the provisions in this section, including:
  - i. Compliance with Board Policy [4038](#) and any related regulations or procedures
  - ii. Limit use to district-utilized platforms through the accounts established by District Staff, which shall be retained by the district after the director leaves office
  - iii. Requirements of the MN Open Meeting Law
  - iv. Requirements of the MN Data Practices Act

# Walkthrough of Proposed Changes (11.k)

## SOCIAL MEDIA, continued

- b. Any communication regarding official district business on any personal social media platforms is subject to this policy, whether the Director uses a district-issued account or personal device.
- c. Campaign-related activity is prohibited on district-established social media platforms. Directors shall maintain a separate account for these purposes, while using caution to not engage in official district business.
- d. Directors must consult with Board Staff, Communications Staff, or the District's General Counsel before blocking users or deleting or hiding posts or comments on district-established social media accounts.

# Walkthrough of Proposed Changes (11.1)

## 1. SCHOOL VISITS (in current board protocols)

- a. Directors shall work with the Board Office to schedule a visit and to communicate the purpose of the visit.
- b. The visit should be scheduled so as to provide the school principal the courtesy of advance notice, to avoid potential conflicts with student testing, staff evaluations, or other critical activity necessitating the attention or presence of the school principal.
- c. In the event of such conflict, the Board Office will schedule the visit for a mutually convenient time.
- d. The principal or designee will accompany Directors while visiting their school and be available to answer any questions that may arise and/or provide additional context to what is being observed.

# Walkthrough of Proposed Changes (11.m)

## 1. PUBLIC PARTICIPATION AND BOARD MEETINGS (primarily current in Policy 1200, which would be repealed)

The Board of Directors of Special School District No. 1 encourages all citizens to support the District's mission. The Board is dedicated to compliance with the Minnesota Open Meeting law. Board Meetings also serve as a means of communication with the public regarding district business. The Board also recognizes the importance of hearing the interests and concerns of citizens regarding the schools in formulating District policy and pursuing the District's mission.

# Walkthrough of Proposed Changes (11.n)

## PUBLIC PARTICIPATION AND BOARD MEETINGS, continued

- a. All citizens are welcome to attend Board meetings not legally closed to the public.
- b. Meetings of the Board are conducted for the purpose of carrying on the business of the schools. They are therefore not public meetings, but meetings held in public.
- c. A journal recording the action taken at the meeting shall be kept showing how each director voted on resolutions and motions. The journal may be posted online and shall be available during regular business hours for public view at the District's central office.
- d. In order that the Board may fairly and adequately discharge its responsibility, citizens shall be requested to direct requests, presentations and proposals to the Superintendent. The Superintendent or Superintendent's designee will advise the proposer according to presentation rules established by the Board.
- e. The Board may establish a process to receive comments during regular business board meetings. The current process can be found here: <https://board.mpls.k12.mn.us/comment>.

## Minneapolis Public Schools

### List A: All Employees: Tuesday, March 9, 2021

#### Hiring - Licensed

Alicia Bauers	Folwell Performing Arts	Teacher, Social Worker	3/1/2021
Sidney Bulthuis	Dowling Elementary	Teacher, Elementary	2/11/2021
Monica Manzo	Jefferson Elementary	Teacher, Special Education	2/17/2021
Michaeline Nichols	Cityview	Teacher, Elementary	2/15/2021

#### Hiring - Non Licensed

Mohamed Aden	Barton Open	Associate Educator	2/23/2021
Richard Alderson	Engineers, Zone 2	Custodian	2/23/2021
Andrew Avila	Cityview	Special Education Assistant	2/9/2021
Christina Berg	Early Childhood Special Education	Special Education Assistant	2/23/2021
Evans-Scott Bronson	Minneapolis Kids	Child Care Assistant	2/23/2021
Michael Cerney	Transportation	Fleet Maintenance Mechanic	2/23/2021
Thomas Christensen	Barton Open	Special Education Assistant	2/23/2021
Nora Dahlberg	Nellie Stone Johnson	Associate Educator	2/23/2021
Brett Dobrava	Engineers, Zone 1	Custodian	2/23/2021
Mary Faist	Folwell Performing Arts	Health Services Assistant	2/9/2021
Bashi Farah	Minneapolis Kids	Child Care Assistant	2/9/2021
Dana Gibson	Engineers, Zone 2	Custodian	2/23/2021
Tsivya Glinert	AVID Tutors	AVID Assistant	2/23/2021
Anthony Green	Engineers, Zone 2	Custodian	2/23/2021
Maya Henderson	Minneapolis Kids	Child Care Assistant	2/9/2021
Ramanisha Howard-Fogg	Anishinabe Academy	School Success Program Assistant	2/17/2021

## Minneapolis Public Schools

### List A: All Employees: Tuesday, March 9, 2021

#### Hiring - Non Licensed

Elizabeth Johnson	Pratt Elementary	Associate Educator	2/23/2021
Kimberlee Keen	Windom Elementary	Health Services Assistant	2/9/2021
Alison Kennedy	Hale Elementary	Special Education Assistant	2/23/2021
Tarji Kennedy	Minneapolis Kids	Child Care Assistant	2/9/2021
Nathan Lloyd	Engineers, Zone 2	Custodian	2/23/2021
Stefany Machado	Lake Harriet Upper (Fulton)	Special Education Assistant	2/9/2021
Mayari Marshall	Transportation	Bus Aide	2/9/2021
Tressie Mitchell	Jenny Lind	Health Services Assistant	2/9/2021
Safia Mohamed	Olson Middle School	Special Education Assistant	2/23/2021
Juanita Morales	Northeast Middle School	Office Assistant	2/9/2021
Zahra Omar	Teaching & Learning	Family & Community Liaison (ESP)	2/9/2021
Audrey Pearson	CWS, Site Group 4	Food Service Coordinator II	2/9/2021
Markell Pete	Hall International	School Success Program Assistant	2/10/2021
Kelly Piatt	CWS, Site Group 4	Food Service Coordinator II	2/9/2021
Chessa Rader	CWS, Site Group 5	Onsite Food Service Coordinator	2/9/2021
Elizabeth Sorensen	Anne Sullivan	Special Education Assistant	2/9/2021
Tiara Timothy	Minneapolis Kids	Child Care Assistant	2/23/2021
Andrew Torrance	Minneapolis Kids	Child Care Assistant	2/23/2021
Nathaniel Wells	Human Resources Information Systems	Human Resources Information Analyst	2/9/2021
Matt Welter	Engineers, Zone 2	Custodian	2/23/2021
Clyde Willrich	Engineers, Zone 2	Custodian	2/9/2021

**Discharges**

**Licensed**

**Non-Licensed**

Special Education Assistant	02-26-2021	2021-3-ER-4372
School Bus Driver	02-24-2021	2021-3-ER-4366

**Probationary Separations**

**Licensed**

**Licensed, Staff Reduction**

**Non-Licensed**

School Bus Driver	03-09-2021	2021-3-ER-4367
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**Non-Licensed, Staff Reduction**

**Layoffs**

**Licensed**

**Non-Licensed**

**Administrative Contract Non-Renewals**



## CONTRACT FOR SERVICES

(\$25,000+)

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Arc Express LLC, "Contractor" (collectively "parties") to provide Provide Transportation service for MPS students to D-Ops-Transportation.

### **1      *TERM OF CONTRACT***

1.1 This Contract is effective on 03/09/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2021, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

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

### **2      SCOPE OF WORK**

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

### **3      CONSIDERATION AND TERMS OF PAYMENT**

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

#### **3.1 *Total Obligation.***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$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 LIABILITY**

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 contractor. 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](mailto:lisa.beck@mpls.k12.mn.us)  
Fax:

Arc Express 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 backup withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S. person for tax purposes or U.S. resident alien.

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

## **23 NON-WAIVER**

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

## **24 ASSIGNMENT**

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

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

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

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

## **26 WARRANTY**

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

## **27 SEVERABILITY**

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

## **28 SURVIVABILITY**

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

[The remainder of this page intentionally left blank.]

**SPECIAL SCHOOL DISTRICT NO. 1**

By: \_\_\_\_\_

Name: Kim Ellison, Chair  
(Printed)

Title: \_\_\_\_\_

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

**Arc Express LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_

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

***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 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 SIGNIN LOG OR GPS LOG AT EACH SCHOOL SERVED BY THE ROUTE.**

B. 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.

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

Use of these systems include, but not limited to:

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

### **II. DRIVERS**

#### **A. DRIVER OPERATING REQUIREMENTS**

Drivers must:

1. Know the exact location of the school assigned and the best route to the agency or institution to be served. Each driver shall carry a current route schedule and route map. Each driver shall be required to wear a

photo ID card approved by the District at all times while assigned to a District route.

2. Capability to operate a Mobile Data Terminal (tablet) which includes logging in, selecting route or trip services that they will be providing, checking special education students on/off the bus and logging off.
3. Become familiar with those instructional materials **in the Driver's Handbook** for student management supplied by the District Department of Transportation Services.
4. Become familiar with the route and adhere to the time schedule (drivers shall have in their possession and use an accurate time piece) established by the Department of Transportation Services and make stops designated by the Department only. **No UNSCHEDULED** stops are allowed.
5. Be responsible for maintaining proper order among all passengers being transported. Drivers shall adhere to guidelines for student bus safety rules and discipline procedures as provided by the District.
6. Ensure that only those authorized by the Department of Transportation Services be permitted to ride the bus.
7. Cooperate with the Department of Transportation Services in conducting periodic school bus evacuation drills as set forth by state law.
8. Remain on their assigned school buses or at the entrance door of their assigned bus during all loading and unloading operations.
9. Work cooperatively with aides and school bus safety assistants when assigned to specific special education transportation routes.
10. Have read and carry a Minneapolis School Bus Drivers' Manual and School Locator Guide (provided by the District).

**B. DRIVER TRAINING**

1. Each school bus driver assigned to a District route shall be evaluated and certified by the Professional Driver's Academy. Each participant must demonstrate competency and proficiency in those areas as specified by the Academy. Drivers who are deficient in one or more areas will be required to complete coursework, as provided by the Academy, before receiving a certificate of completion through the Academy and Dakota Technical

College. The Academy also reserves the right to require a driver attend refinement training for just cause. Any driver's failure to attend or successfully complete any portion thereof may result in suspension or revocation of that driver's privileges to serve the School District. The cost of tuition, evaluations and subsequent coursework performed by the Academy shall be at the expense of the Contractor. The Contractor shall provide vehicles for such purposes. Evaluations and coursework shall include, but are not limited to:

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

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

2. Each school bus driver assigned to a District route shall be required to view the Smith System video – FIVE KEYS TO SAFETY. The Minnesota School Bus Driver Safe Driving Curriculum, 2001, published by the Department of Public Safety will be used in providing the required classroom training. Copies may be obtained from the District Department of Transportation Services.
3. Pre-service training shall include a minimum of sixteen (16) hours of classroom and Ten (10) hours behind-the-wheel training.
4. Each Contractor shall provide a copy of all school bus driver training programs for District approval and certify in writing that each driver operating in District has successfully completed the prescribed program. District approved material must be included in the Contractor school bus driver orientation in-service training.
5. District in-service meetings will be conducted in August-September, November and March-April of each school year. Contractor driver and supervisory personnel Attendance shall be mandatory.

6. School bus driver instructors and District Department of Transportation Services management personnel will be allowed to participate in the monthly safety meetings conducted by Contractors.
7. Contractors shall include their school bus driver trainers to attend the Minnesota School Bus Driver Trainer seminar during the first year of the contract.

**C. Digital Video Surveillance**

**Rules of operation;**

- A. Minneapolis Public Schools and the companies under contract for transportation services must have digital video and audio equipment in school buses for the purpose of monitoring behavior.
- B. The district and contractors will purchase and install a video surveillance system for all buses operating under the transportation contract. The system must be compatible with district defined standards to ensure consistency of operation. The digital video surveillance system will be used to support the drivers report and to enforce the consequences of the district student behavior management plan.
- C. The digital recording will be viewed only by the MPS Transportation Director or designee, the principal of the school building or designee, bus company safety director, bus driver (at review of incident), school liaison officer or other appropriate law enforcement agencies. Any digital recording that reveals unlawful actions may be brought to the attention of law enforcement agencies. Whenever a parent or guardian disputes or challenges a report of recorded misbehavior, it will be the responsibility of the school principal to review the recording. The recording will then be used to assist in determining whether or not the incident actually occurred and if so, the severity of the incident. Neither the student nor the parent/guardian of the student that has been recorded will be allowed to view the recording, in accordance with data privacy laws and district policy., unless the student is the only subject on the recording or the building principal has obtained written permission from the parents/guardians of all other students on the recording in question. Upon written request, the school district will provide a written summary of the recorded incident(s) to a student pictured on a recording or to the students' parents/guardians.
- D. Each bus company will be responsible for the security of the digital video equipment and the handling and storage of the recordings, based on the following requirements.
  - a. All recording are to be treated as confidential student information. All requests for review must be referred to the Director of Transportation Services or designee.

Copies of recording may not be provided without review by District Counsel.

- b. Separate recording must be maintained and time stamped to identify AM and PM trips. All recordings must be retained for a period of one week and specific dates requested by the Director of Transportation Services or designee for longer periods of time to be determined.
- c. No recording may be shown to anyone not directly related proceedings without the permission of the Director of Transportation Services or designee.
- d. No recording may be released to any media organization without consent from the Director of Communications or District Counsel.

### **Video Equipment**

The digital camera systems must at a minimum:

- a. Be constructed of durable industrial grade materials
- b. Record both video and audio
- c. Record a minimum of 12 hours of video
- d. Be equipped with at least three (3) cameras inside the school bus mounted in the front, back and over the door covering the drivers are of the bus.
- e. Be capable of recording from multiple cameras without reducing the quality or time of recording.
- f. Be activated by the school bus ignition switch (not driver operated).
- g. Be designed for school bus operation.
- h. Be certified for operation in extreme cold conditions.
- i. Record in a format that is convertible or exportable to standard media, including DVD or flash drive.
- j. Record in a format that is compatible with, or easily convertible to, standard viewing formats including QuickTime, windows media player or AVI.

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

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

**EXHIBIT B :**

**Contractor:**

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

<b>Special School District No. 1</b>	Arc Express LLC						
<b>RFQ 21-05</b>							
Student Transportation Services							
<b>Quotes</b>							
<b>3/3/2021</b>							
<b>1250 W. Broadway Ave., Minneapolis, MN 55411</b>							
<b>1. Regular "To and From" Routes.</b> 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:	<b>Quant ity</b>	<b>Cost Per Rout e- Day</b>	<b>Cost Per 1/2 Rout e-Day</b>				
<b>71-77 Passenger Bus</b>	1 - 50						
	51 - 90						
	> 90						
<b>&lt;71 Passenger Bus</b>	1 - 50						

	51 - 90						
	> 90						
<b>2. Rates for Excess Mileage and Time – Regular “To and From” Routes (Item 1 above):</b> \$ ____ 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.							
<b>3. Special Education and Special Needs Services – In-District.</b> 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 <u>the following unit costs:</u>							
	<b>Lift?</b>		<b>Quantity</b>	<b>Cost Per Route-Day</b>	<b>Cost Per 1/2 Route-Day</b>	<b>Cost per Hour</b>	
<b>Class C or D Bus</b>	<b>YES</b>	<b>NO</b>					
1-50 RgED/SPED rtes							
51-90 rtes							
>90 rtes							
<b>Class A or B Bus</b>	<b>YES</b>	<b>NO</b>					
1-50 RgED/SPED rtes							
51-90 rtes							

>90 rtes							
<b>Van or Type III</b>	<b>YES</b>	<b>NO</b>					
1-50 RgED/SPED rtes	x		3	\$290	\$145		
51-90 rtes							
>90 rtes							
<b>Bus Assistant Aide #</b>							
Lift							
<b>4. Special Education and Special Needs Services (Item 3 above):</b> \$ ____ 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.	\$35 per one-quarter						
<b>5. Special Education Services - Out-of-District.</b> The cost for special education and special needs routes shall be submitted for the days of school operation, using the following unit costs:							
	<b>Lift?</b>		<b>Quantity</b>	<b>Cost Per Route-Day</b>	<b>Cost Per 1/2 Route-Day</b>	<b>Cost per Mile</b>	<b>Cost per Hour</b>
<b>Class C or D Bus</b>	<b>YES</b>	<b>NO</b>					
1-50 RgED/SPED rtes							
51-90 rtes							
>90 rtes							
<b>Class A or B Bus</b>							

1-50 RgED/SPED rtes							
51-90 rtes							
>90 rtes							
<b>Van or Type III</b>	<b>YES</b>	<b>NO</b>					
1-50 RgED/SPED rtes							
51-90 rtes							
>90 rtes							
<b>Bus Assistant Aide #</b>							
Lift							
<b>6. Special Education and Special Needs Services (Item 5 above):</b> \$ ____ 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.							
<b>7. Midday Special Education Services and Shuttles.</b> The cost for all midday SPED shuttle bus and van services, using the following unit costs :	<b>"Stand-Alone" Service</b>						
<b>Bus and Van Size</b>	<b>Cost per 1st Hour</b>	<b>Cost per Additional Hour</b>	<b>Continuou s Service with am/pm ##</b>				
<b>Class C or D Bus</b>							

Class A or B Bus							
Van or Type III							
Bus Assistant Aide #							
Van or Type III							
1-50 RgED/SPED rtes							
51-90 rtes							
>90 rtes							
<b>8. Midday, Vocational and Other Transportation Services and Shuttles .</b> The cost for all midday or shuttle services, vocational education services, and ALC routes, using the following unit costs :	<b>"Stand-Alone" Service</b>						
<b>Bus and Van Size</b>	<b>Cost per 1st Hour</b>	<b>Cost per Additional Hour</b>	<b>Continuous Service with am/pm ##</b>				
Class C or D Bus							
Class A or B Bus							
Van or Type III							
<b>9. Special Needs Services for Highly Mobile and Students with Special Needs NOT INCLUDING SPED – Out-of-District.</b> The cost for special needs routes, shall be submitted for the days of school operation using the following unit costs:							

<b>Bus and Van Size</b>	<b>Lift</b>	<b>Cost per Hour</b>	<b>Cost per Mile</b>	<b>Cost per Day</b>			
Class A or B Bus							
Van or Type III							
Bus Assistant/Aide#							
<b>10. After School Transportation Services.</b> 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:	<b>"Stand-Alone" Service</b>						
<b>Bus and Van Size</b>	<b>Cost per 1st Hour</b>	<b>Cost per Additional Hour</b>	<b>Continuous Service with am/pm ##</b>				
Class C or D Bus							
Class A or B Bus							
Van or Type III							
<b>11. Summer School Transportation Services.</b> The cost for all summer school regular, HHM or SPED bus and Type III van services, other than charters, using the following unit costs:							
<b>Bus and Van Size</b>	<b>Cost per Hour</b>	<b>Cost per Day</b>	<b>Cost per 1/2 Day</b>				
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. __% of regular and SPED transportation rates in items 1 through 6						
	<b>Cost per Hour</b>	<b>Cost per Mile</b>	<b>Cost per Wait Hour #</b>				
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							
ii. Class A/B Mini bus							
iii. Type III van							
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. Type III van							
iv. Coach bus							
c. Trailer							
single axle							

double axle							
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:	__%						

## **EXHIBIT C: COVID-19 COMPLIANCE SERVICE 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.

## 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 Ak Car Service LLC, "Contractor" (collectively "parties") to provide Provide Transportation service for MPS students to D-Ops-Transportation.

### **1      *TERM OF CONTRACT***

- 1.1 This Contract is effective on 03/09/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2021, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

### **2      SCOPE OF WORK**

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

### **3      CONSIDERATION AND TERMS OF PAYMENT**

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

#### **3.1 *Total Obligation.***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$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 LIABILITY**

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 contractor. 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](mailto:lisa.beck@mpls.k12.mn.us)  
Fax:

Ak Car Service 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 backup withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S. person for tax purposes or U.S. resident alien.

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

## **23 NON-WAIVER**

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

## **24 ASSIGNMENT**

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

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

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

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

## **26 WARRANTY**

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

## **27 SEVERABILITY**

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

## **28 SURVIVABILITY**

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

[The remainder of this page intentionally left blank.]

**SPECIAL SCHOOL DISTRICT NO. 1**

By: \_\_\_\_\_

Name: Kim Ellison, Chair  
(Printed)

Title: \_\_\_\_\_

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

**Ak Car Service LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_

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

***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 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 SIGNIN LOG OR GPS LOG AT EACH SCHOOL SERVED BY THE ROUTE.**

B. 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.

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

Use of these systems include, but not limited to:

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

### **II. DRIVERS**

#### **A. DRIVER OPERATING REQUIREMENTS**

Drivers must:

1. Know the exact location of the school assigned and the best route to the agency or institution to be served. Each driver shall carry a current route schedule and route map. Each driver shall be required to wear a

photo ID card approved by the District at all times while assigned to a District route.

2. Capability to operate a Mobile Data Terminal (tablet) which includes logging in, selecting route or trip services that they will be providing, checking special education students on/off the bus and logging off.
3. Become familiar with those instructional materials **in the Driver's Handbook** for student management supplied by the District Department of Transportation Services.
4. Become familiar with the route and adhere to the time schedule (drivers shall have in their possession and use an accurate time piece) established by the Department of Transportation Services and make stops designated by the Department only. **No UNSCHEDULED** stops are allowed.
5. Be responsible for maintaining proper order among all passengers being transported. Drivers shall adhere to guidelines for student bus safety rules and discipline procedures as provided by the District.
6. Ensure that only those authorized by the Department of Transportation Services be permitted to ride the bus.
7. Cooperate with the Department of Transportation Services in conducting periodic school bus evacuation drills as set forth by state law.
8. Remain on their assigned school buses or at the entrance door of their assigned bus during all loading and unloading operations.
9. Work cooperatively with aides and school bus safety assistants when assigned to specific special education transportation routes.
10. Have read and carry a Minneapolis School Bus Drivers' Manual and School Locator Guide (provided by the District).

**B. DRIVER TRAINING**

1. Each school bus driver assigned to a District route shall be evaluated and certified by the Professional Driver's Academy. Each participant must demonstrate competency and proficiency in those areas as specified by the Academy. Drivers who are deficient in one or more areas will be required to complete coursework, as provided by the Academy, before receiving a certificate of completion through the Academy and Dakota Technical

College. The Academy also reserves the right to require a driver attend refinement training for just cause. Any driver's failure to attend or successfully complete any portion thereof may result in suspension or revocation of that driver's privileges to serve the School District. The cost of tuition, evaluations and subsequent coursework performed by the Academy shall be at the expense of the Contractor. The Contractor shall provide vehicles for such purposes. Evaluations and coursework shall include, but are not limited to:

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

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

2. Each school bus driver assigned to a District route shall be required to view the Smith System video – FIVE KEYS TO SAFETY. The Minnesota School Bus Driver Safe Driving Curriculum, 2001, published by the Department of Public Safety will be used in providing the required classroom training. Copies may be obtained from the District Department of Transportation Services.
3. Pre-service training shall include a minimum of sixteen (16) hours of classroom and Ten (10) hours behind-the-wheel training.
4. Each Contractor shall provide a copy of all school bus driver training programs for District approval and certify in writing that each driver operating in District has successfully completed the prescribed program. District approved material must be included in the Contractor school bus driver orientation in-service training.
5. District in-service meetings will be conducted in August-September, November and March-April of each school year. Contractor driver and supervisory personnel Attendance shall be mandatory.

6. School bus driver instructors and District Department of Transportation Services management personnel will be allowed to participate in the monthly safety meetings conducted by Contractors.
7. Contractors shall include their school bus driver trainers to attend the Minnesota School Bus Driver Trainer seminar during the first year of the contract.

**C. Digital Video Surveillance**

**Rules of operation;**

- A. Minneapolis Public Schools and the companies under contract for transportation services must have digital video and audio equipment in school buses for the purpose of monitoring behavior.
- B. The district and contractors will purchase and install a video surveillance system for all buses operating under the transportation contract. The system must be compatible with district defined standards to ensure consistency of operation. The digital video surveillance system will be used to support the drivers report and to enforce the consequences of the district student behavior management plan.
- C. The digital recording will be viewed only by the MPS Transportation Director or designee, the principal of the school building or designee, bus company safety director, bus driver (at review of incident), school liaison officer or other appropriate law enforcement agencies. Any digital recording that reveals unlawful actions may be brought to the attention of law enforcement agencies. Whenever a parent or guardian disputes or challenges a report of recorded misbehavior, it will be the responsibility of the school principal to review the recording. The recording will then be used to assist in determining whether or not the incident actually occurred and if so, the severity of the incident. Neither the student nor the parent/guardian of the student that has been recorded will be allowed to view the recording, in accordance with data privacy laws and district policy., unless the student is the only subject on the recording or the building principal has obtained written permission from the parents/guardians of all other students on the recording in question. Upon written request, the school district will provide a written summary of the recorded incident(s) to a student pictured on a recording or to the students' parents/guardians.
- D. Each bus company will be responsible for the security of the digital video equipment and the handling and storage of the recordings, based on the following requirements.
  - a. All recording are to be treated as confidential student information. All requests for review must be referred to the Director of Transportation Services or designee.

Copies of recording may not be provided without review by District Counsel.

- b. Separate recording must be maintained and time stamped to identify AM and PM trips. All recordings must be retained for a period of one week and specific dates requested by the Director of Transportation Services or designee for longer periods of time to be determined.
- c. No recording may be shown to anyone not directly related proceedings without the permission of the Director of Transportation Services or designee.
- d. No recording may be released to any media organization without consent from the Director of Communications or District Counsel.

### **Video Equipment**

The digital camera systems must at a minimum:

- a. Be constructed of durable industrial grade materials
- b. Record both video and audio
- c. Record a minimum of 12 hours of video
- d. Be equipped with at least three (3) cameras inside the school bus mounted in the front, back and over the door covering the drivers are of the bus.
- e. Be capable of recording from multiple cameras without reducing the quality or time of recording.
- f. Be activated by the school bus ignition switch (not driver operated).
- g. Be designed for school bus operation.
- h. Be certified for operation in extreme cold conditions.
- i. Record in a format that is convertible or exportable to standard media, including DVD or flash drive.
- j. Record in a format that is compatible with, or easily convertible to, standard viewing formats including QuickTime, windows media player or AVI.

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

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

**EXHIBIT B :**

**Contractor:**

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

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## **EXHIBIT C: COVID-19 COMPLIANCE SERVICE 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.

## 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 Transportation service for MPS students to D-Ops-Transportation.

### **1      *TERM OF CONTRACT***

- 1.1 This Contract is effective on 03/09/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2021, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

### **2      SCOPE OF WORK**

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

### **3      CONSIDERATION AND TERMS OF PAYMENT**

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

#### **3.1 *Total Obligation.***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$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 LIABILITY**

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 contractor. 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](mailto:lisa.beck@mpls.k12.mn.us)  
Fax:

Collaborative Student Transportation Of Minnesota

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 backup withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S. person for tax purposes or U.S. resident alien.

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

## **23 NON-WAIVER**

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

## **24 ASSIGNMENT**

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

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

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

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

## **26 WARRANTY**

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

## **27 SEVERABILITY**

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

## **28 SURVIVABILITY**

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

[The remainder of this page intentionally left blank.]

**SPECIAL SCHOOL DISTRICT NO. 1**

By: \_\_\_\_\_

Name: Kim Ellison , Chair

(Printed)

Title: \_\_\_\_\_

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

**Collaborative Student Transportation Of Minnesota**

By: \_\_\_\_\_

Name: \_\_\_\_\_

(Printed)

Title: \_\_\_\_\_

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

***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 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 SIGNIN LOG OR GPS LOG AT EACH SCHOOL SERVED BY THE ROUTE.**

B. 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.

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

Use of these systems include, but not limited to:

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

### **II. DRIVERS**

#### **A. DRIVER OPERATING REQUIREMENTS**

Drivers must:

1. Know the exact location of the school assigned and the best route to the agency or institution to be served. Each driver shall carry a current route schedule and route map. Each driver shall be required to wear a

photo ID card approved by the District at all times while assigned to a District route.

2. Capability to operate a Mobile Data Terminal (tablet) which includes logging in, selecting route or trip services that they will be providing, checking special education students on/off the bus and logging off.
3. Become familiar with those instructional materials **in the Driver's Handbook** for student management supplied by the District Department of Transportation Services.
4. Become familiar with the route and adhere to the time schedule (drivers shall have in their possession and use an accurate time piece) established by the Department of Transportation Services and make stops designated by the Department only. **No UNSCHEDULED** stops are allowed.
5. Be responsible for maintaining proper order among all passengers being transported. Drivers shall adhere to guidelines for student bus safety rules and discipline procedures as provided by the District.
6. Ensure that only those authorized by the Department of Transportation Services be permitted to ride the bus.
7. Cooperate with the Department of Transportation Services in conducting periodic school bus evacuation drills as set forth by state law.
8. Remain on their assigned school buses or at the entrance door of their assigned bus during all loading and unloading operations.
9. Work cooperatively with aides and school bus safety assistants when assigned to specific special education transportation routes.
10. Have read and carry a Minneapolis School Bus Drivers' Manual and School Locator Guide (provided by the District).

**B. DRIVER TRAINING**

1. Each school bus driver assigned to a District route shall be evaluated and certified by the Professional Driver's Academy. Each participant must demonstrate competency and proficiency in those areas as specified by the Academy. Drivers who are deficient in one or more areas will be required to complete coursework, as provided by the Academy, before receiving a certificate of completion through the Academy and Dakota Technical

College. The Academy also reserves the right to require a driver attend refinement training for just cause. Any driver's failure to attend or successfully complete any portion thereof may result in suspension or revocation of that driver's privileges to serve the School District. The cost of tuition, evaluations and subsequent coursework performed by the Academy shall be at the expense of the Contractor. The Contractor shall provide vehicles for such purposes. Evaluations and coursework shall include, but are not limited to:

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

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

2. Each school bus driver assigned to a District route shall be required to view the Smith System video – FIVE KEYS TO SAFETY. The Minnesota School Bus Driver Safe Driving Curriculum, 2001, published by the Department of Public Safety will be used in providing the required classroom training. Copies may be obtained from the District Department of Transportation Services.
3. Pre-service training shall include a minimum of sixteen (16) hours of classroom and Ten (10) hours behind-the-wheel training.
4. Each Contractor shall provide a copy of all school bus driver training programs for District approval and certify in writing that each driver operating in District has successfully completed the prescribed program. District approved material must be included in the Contractor school bus driver orientation in-service training.
5. District in-service meetings will be conducted in August-September, November and March-April of each school year. Contractor driver and supervisory personnel Attendance shall be mandatory.

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

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

### **C. Digital Video Surveillance**

#### **Rules of operation;**

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

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

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

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

- a. All recording are to be treated as confidential student information. All requests for review must be referred to the Director of Transportation Services or designee.

Copies of recording may not be provided without review by District Counsel.

- b. Separate recording must be maintained and time stamped to identify AM and PM trips. All recordings must be retained for a period of one week and specific dates requested by the Director of Transportation Services or designee for longer periods of time to be determined.
- c. No recording may be shown to anyone not directly related proceedings without the permission of the Director of Transportation Services or designee.
- d. No recording may be released to any media organization without consent from the Director of Communications or District Counsel.

### **Video Equipment**

The digital camera systems must at a minimum:

- a. Be constructed of durable industrial grade materials
- b. Record both video and audio
- c. Record a minimum of 12 hours of video
- d. Be equipped with at least three (3) cameras inside the school bus mounted in the front, back and over the door covering the drivers are of the bus.
- e. Be capable of recording from multiple cameras without reducing the quality or time of recording.
- f. Be activated by the school bus ignition switch (not driver operated).
- g. Be designed for school bus operation.
- h. Be certified for operation in extreme cold conditions.
- i. Record in a format that is convertible or exportable to standard media, including DVD or flash drive.
- j. Record in a format that is compatible with, or easily convertible to, standard viewing formats including QuickTime, windows media player or AVI.

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

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

**EXHIBIT B :**

**Contractor:**

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

<b>Special School District No. 1</b>	CSTMN Partnership						
<b>RFQ 21-05</b>							
Student Transportation Services							
<b>Quotes</b>							
<b>3/3/2021</b>							
<b>1250 W. Broadway Ave., Minneapolis, MN 55411</b>							
<b>1. Regular “To and From” Routes.</b> 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:	Quant ity	Cost Per Rout e- Day	Cost Per 1/2 Rout e- Day				
<b>71-77 Passenger Bus</b>	1 - 50						
	51 - 90						
	> 90						
<b>&lt;71 Passenger Bus</b>	1 - 50						

	51 - 90						
	> 90						
<b>2. Rates for Excess Mileage and Time – Regular “To and From” Routes (Item 1 above):</b> \$ ____ 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.							
<b>3. Special Education and Special Needs Services – In-District.</b> 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 <u>the following unit costs:</u>							
	<b>Lift?</b>		<b>Quantity</b>	<b>Cost Per Route-Day</b>	<b>Cost Per 1/2 Route-Day</b>	<b>Cost per Hour</b>	
<b>Class C or D Bus</b>	<b>YES</b>	<b>NO</b>					
1-50 RgED/SPED rtes							
51-90 rtes							
>90 rtes							
<b>Class A or B Bus</b>	<b>YES</b>	<b>NO</b>					
1-50 RgED/SPED rtes							

51-90 rtes							
>90 rtes							
<b>Van or Type III</b>	<b>YES</b>	<b>NO</b>					
1-50 RgED/SPED rtes			155	\$238	\$135		
51-90 rtes				\$229	\$129		
>90 rtes				\$222	\$120		
<b>Bus Assistant Aide #</b>			100	\$28	\$28		
Lift				Add \$34	Add \$34		
<b>4. Special Education and Special Needs Services (Item 3 above):</b> \$ ____ 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.	\$11.90						
<b>5. Special Education Services - Out-of-District.</b> The cost for special education and special needs routes shall be submitted for the days of school operation, using the following unit costs:							
	<b>Lift?</b>		<b>Quantity</b>	<b>Cost Per Route-Day</b>	<b>Cost Per 1/2 Route-Day</b>	<b>Cost per Mile</b>	<b>Cost per Hour</b>
<b>Class C or D Bus</b>	<b>YES</b>	<b>NO</b>					
1-50 RgED/SPED rtes	x						
51-90 rtes							

>90 rtes							
<b>Class A or B Bus</b>							
1-50 RgED/SPED rtes							
51-90 rtes							
>90 rtes							
<b>Van or Type III</b>	<b>YES</b>	<b>NO</b>					
1-50 RgED/SPED rtes			155	\$238	\$135		
51-90 rtes				\$229	\$129		
>90 rtes	x			\$222	\$120		
<b>Bus Assistant Aide #</b>			100	\$28	\$28		
Lift				Add \$34	Add \$34		
<b>6. Special Education and Special Needs Services (Item 5 above):</b> \$ ____ 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.	\$11.90						
<b>7. Midday Special Education Services and Shuttles.</b> The cost for all midday SPED shuttle bus and van services, using the following unit costs :	<b>"Stand- Alone" Service</b>						
<b>Bus and Van Size</b>	Cost per 1st Hour	Cost per Addi tiona l Hour	Conti nuou s Servi ce with am/p				

			m ##				
<b>Class C or D Bus</b>							
<b>Class A or B Bus</b>							
<b>Van or Type III</b>	\$63	\$48					
<b>Bus Assistant Aide #</b>	\$28	\$28					
<b>Van or Type III</b>							
1-50 RgED/SPED rtes							
51-90 rtes							
>90 rtes							
<b>8. Midday, Vocational and Other Transportation Services and Shuttles .</b> The cost for all midday or shuttle services, vocational education services, and ALC routes, using the following unit costs :	<b>"Stand-Alone" Service</b>						
<b>Bus and Van Size</b>	Cost per 1st Hour	Cost per Additiona l Hour	Conti nuou s Servi ce with am/p m ##				
Class C or D Bus							
Class A or B Bus							
Van or Type III	\$63	\$47.60					

<p><b>9. Special Needs Services for Highly Mobile and Students with Special Needs NOT INCLUDING SPED – Out-of-District.</b> The cost for special needs routes, shall be submitted for the days of school operation using the following unit costs:</p>						
<b>Bus and Van Size</b>	<b>Lift</b>	<b>Cost per Hour</b>	<b>Cost per Mile</b>	<b>Cost per Day</b>		
Class A or B Bus						
Van or Type III						
Bus Assistant/Aide#						
<p><b>10. After School Transportation Services.</b> 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:</p>	<b>"Stand-Alone" Service</b>					
<b>Bus and Van Size</b>	Cost per 1st Hour	Cost per Additional Hour	Continuous Service with am/pm ##			
Class C or D Bus						
Class A or B Bus						
Van or Type III						
<p><b>11. Summer School Transportation Services.</b> The cost for all summer school regular, HHM or SPED bus and Type III van services, other than charters, using the</p>						

following unit costs:							
<b>Bus and Van Size</b>	<b>Cost per Hour</b>	<b>Cost per Day</b>	<b>Cost per 1/2 Day</b>				
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. 85% of regular and SPED transportation rates in items 1 through 6						
	<b>Cost per Hour</b>	<b>Cost per Mile</b>	<b>Cost per Wait Hour #</b>				
a. Trips within an 8 mile radius from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr	\$160	\$2.00	\$45				
i. Class C/D Bus							
ii. Class A/B Mini bus							
iii. Type III van	\$45	\$2.00	\$30				
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. Type III van	\$45	\$2.00	\$30				
iv. Coach bus							
c. Trailer							
single axle							
double axle							
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:	_____ %						

## **EXHIBIT C: COVID-19 COMPLIANCE SERVICE 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.

## 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 Transportation service for MPS students to D-Ops-Transportation.

### **1      *TERM OF CONTRACT***

- 1.1 This Contract is effective on 03/09/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2021, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

### **2      SCOPE OF WORK**

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

### **3      CONSIDERATION AND TERMS OF PAYMENT**

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

#### **3.1 *Total Obligation.***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$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 LIABILITY**

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 contractor. 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](mailto:lisa.beck@mpls.k12.mn.us)  
Fax:

Great Lake Transportation

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 backup withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S. person for tax purposes or U.S. resident alien.

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

## **23 NON-WAIVER**

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

## **24 ASSIGNMENT**

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

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

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

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

## **26 WARRANTY**

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

## **27 SEVERABILITY**

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

## **28 SURVIVABILITY**

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

[The remainder of this page intentionally left blank.]

**SPECIAL SCHOOL DISTRICT NO. 1**

By: \_\_\_\_\_

Name: Kim Ellison, Chair  
(Printed)

Title: \_\_\_\_\_

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

**Great Lake Transportation**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_

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

***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 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 SIGNIN LOG OR GPS LOG AT EACH SCHOOL SERVED BY THE ROUTE.**

B. 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.

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

Use of these systems include, but not limited to:

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

### **II. DRIVERS**

#### **A. DRIVER OPERATING REQUIREMENTS**

Drivers must:

1. Know the exact location of the school assigned and the best route to the agency or institution to be served. Each driver shall carry a current route schedule and route map. Each driver shall be required to wear a

photo ID card approved by the District at all times while assigned to a District route.

2. Capability to operate a Mobile Data Terminal (tablet) which includes logging in, selecting route or trip services that they will be providing, checking special education students on/off the bus and logging off.
3. Become familiar with those instructional materials **in the Driver's Handbook** for student management supplied by the District Department of Transportation Services.
4. Become familiar with the route and adhere to the time schedule (drivers shall have in their possession and use an accurate time piece) established by the Department of Transportation Services and make stops designated by the Department only. **No UNSCHEDULED** stops are allowed.
5. Be responsible for maintaining proper order among all passengers being transported. Drivers shall adhere to guidelines for student bus safety rules and discipline procedures as provided by the District.
6. Ensure that only those authorized by the Department of Transportation Services be permitted to ride the bus.
7. Cooperate with the Department of Transportation Services in conducting periodic school bus evacuation drills as set forth by state law.
8. Remain on their assigned school buses or at the entrance door of their assigned bus during all loading and unloading operations.
9. Work cooperatively with aides and school bus safety assistants when assigned to specific special education transportation routes.
10. Have read and carry a Minneapolis School Bus Drivers' Manual and School Locator Guide (provided by the District).

**B. DRIVER TRAINING**

1. Each school bus driver assigned to a District route shall be evaluated and certified by the Professional Driver's Academy. Each participant must demonstrate competency and proficiency in those areas as specified by the Academy. Drivers who are deficient in one or more areas will be required to complete coursework, as provided by the Academy, before receiving a certificate of completion through the Academy and Dakota Technical

College. The Academy also reserves the right to require a driver attend refinement training for just cause. Any driver's failure to attend or successfully complete any portion thereof may result in suspension or revocation of that driver's privileges to serve the School District. The cost of tuition, evaluations and subsequent coursework performed by the Academy shall be at the expense of the Contractor. The Contractor shall provide vehicles for such purposes. Evaluations and coursework shall include, but are not limited to:

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

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

2. Each school bus driver assigned to a District route shall be required to view the Smith System video – FIVE KEYS TO SAFETY. The Minnesota School Bus Driver Safe Driving Curriculum, 2001, published by the Department of Public Safety will be used in providing the required classroom training. Copies may be obtained from the District Department of Transportation Services.
3. Pre-service training shall include a minimum of sixteen (16) hours of classroom and Ten (10) hours behind-the-wheel training.
4. Each Contractor shall provide a copy of all school bus driver training programs for District approval and certify in writing that each driver operating in District has successfully completed the prescribed program. District approved material must be included in the Contractor school bus driver orientation in-service training.
5. District in-service meetings will be conducted in August-September, November and March-April of each school year. Contractor driver and supervisory personnel Attendance shall be mandatory.

6. School bus driver instructors and District Department of Transportation Services management personnel will be allowed to participate in the monthly safety meetings conducted by Contractors.
7. Contractors shall include their school bus driver trainers to attend the Minnesota School Bus Driver Trainer seminar during the first year of the contract.

**C. Digital Video Surveillance**

**Rules of operation;**

- A. Minneapolis Public Schools and the companies under contract for transportation services must have digital video and audio equipment in school buses for the purpose of monitoring behavior.
- B. The district and contractors will purchase and install a video surveillance system for all buses operating under the transportation contract. The system must be compatible with district defined standards to ensure consistency of operation. The digital video surveillance system will be used to support the drivers report and to enforce the consequences of the district student behavior management plan.
- C. The digital recording will be viewed only by the MPS Transportation Director or designee, the principal of the school building or designee, bus company safety director, bus driver (at review of incident), school liaison officer or other appropriate law enforcement agencies. Any digital recording that reveals unlawful actions may be brought to the attention of law enforcement agencies. Whenever a parent or guardian disputes or challenges a report of recorded misbehavior, it will be the responsibility of the school principal to review the recording. The recording will then be used to assist in determining whether or not the incident actually occurred and if so, the severity of the incident. Neither the student nor the parent/guardian of the student that has been recorded will be allowed to view the recording, in accordance with data privacy laws and district policy., unless the student is the only subject on the recording or the building principal has obtained written permission from the parents/guardians of all other students on the recording in question. Upon written request, the school district will provide a written summary of the recorded incident(s) to a student pictured on a recording or to the students' parents/guardians.
- D. Each bus company will be responsible for the security of the digital video equipment and the handling and storage of the recordings, based on the following requirements.
  - a. All recording are to be treated as confidential student information. All requests for review must be referred to the Director of Transportation Services or designee.

Copies of recording may not be provided without review by District Counsel.

- b. Separate recording must be maintained and time stamped to identify AM and PM trips. All recordings must be retained for a period of one week and specific dates requested by the Director of Transportation Services or designee for longer periods of time to be determined.
- c. No recording may be shown to anyone not directly related proceedings without the permission of the Director of Transportation Services or designee.
- d. No recording may be released to any media organization without consent from the Director of Communications or District Counsel.

### **Video Equipment**

The digital camera systems must at a minimum:

- a. Be constructed of durable industrial grade materials
- b. Record both video and audio
- c. Record a minimum of 12 hours of video
- d. Be equipped with at least three (3) cameras inside the school bus mounted in the front, back and over the door covering the drivers are of the bus.
- e. Be capable of recording from multiple cameras without reducing the quality or time of recording.
- f. Be activated by the school bus ignition switch (not driver operated).
- g. Be designed for school bus operation.
- h. Be certified for operation in extreme cold conditions.
- i. Record in a format that is convertible or exportable to standard media, including DVD or flash drive.
- j. Record in a format that is compatible with, or easily convertible to, standard viewing formats including QuickTime, windows media player or AVI.

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

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

**EXHIBIT B :**

**Contractor:**

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

<b>Special School District No. 1</b>	Great Lake Transportation						
<b>RFQ 21-05</b>							
Student Transportation Services							
<b>Quotes</b>							
<b>3/3/2021</b>							
<b>1250 W. Broadway Ave., Minneapolis, MN 55411</b>							
<b>1. Regular "To and From" Routes.</b> 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:	Quant ity	Cost Per Rout e- Day	Cost Per 1/2 Rout e-Day				
<b>71-77 Passenger Bus</b>	1 - 50						
	51 - 90	\$450	\$200				
	> 90						
<b>&lt;71 Passenger Bus</b>	1 - 50						

	51 - 90						
	> 90	\$450					
<b>2. Rates for Excess Mileage and Time – Regular “To and From” Routes (Item 1 above):</b> \$ ____ 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.	\$45						
<b>3. Special Education and Special Needs Services – In-District.</b> 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 <u>the following unit costs:</u>							
	<b>Lift?</b>		<b>Quantity</b>	<b>Cost Per Route-Day</b>	<b>Cost Per 1/2 Route-Day</b>	<b>Cost per Hour</b>	
<b>Class C or D Bus</b>	<b>YES</b>	<b>NO</b>					
1-50 RgED/SPED rtes		x					
51-90 rtes		x					
>90 rtes		x					
<b>Class A or B Bus</b>	<b>YES</b>	<b>NO</b>					
1-50 RgED/SPED rtes		x					
51-90 rtes		x					

>90 rtes		x					
<b>Van or Type III</b>	<b>YES</b>	<b>NO</b>					
1-50 RgED/SPED rtes	x		15	\$300	\$150		
51-90 rtes							
>90 rtes		x					
<b>Bus Assistant Aide #</b>		x	2	\$13	\$13		
Lift		x					
<b>4. Special Education and Special Needs Services (Item 3 above):</b> \$ ____ 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.	\$45						
<b>5. Special Education Services - Out-of-District.</b> The cost for special education and special needs routes shall be submitted for the days of school operation, using the following unit costs:							
	<b>Lift?</b>		<b>Quan tity</b>	<b>Cost Per Rout e- Day</b>	<b>Cost Per 1/2 Route- Day</b>	<b>Cost per Mile</b>	<b>Cost per Hou r</b>
<b>Class C or D Bus</b>	<b>YES</b>	<b>NO</b>					
1-50 RgED/SPED rtes		x					
51-90 rtes		x					
>90 rtes		x					
<b>Class A or B Bus</b>		x					

1-50 RgED/SPED rtes		x					
51-90 rtes		x					
>90 rtes		x					
<b>Van or Type III</b>	<b>YES</b>	<b>NO</b>					
1-50 RgED/SPED rtes	x		15	\$300	\$150	\$0.37	\$45
51-90 rtes							
>90 rtes		x	2	\$13	\$13		\$13
<b>Bus Assistant Aide #</b>		x					
Lift		x					
<b>6. Special Education and Special Needs Services (Item 5 above):</b> \$ ____ 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.	\$40.00						
<b>7. Midday Special Education Services and Shuttles.</b> The cost for all midday SPED shuttle bus and van services, using the following unit costs :	<b>"Stand-Alone" Service</b>						
<b>Bus and Van Size</b>	Cost per 1st Hour	Cost per Additional Hour	Continuos Service with am/pm ##				
<b>Class C or D Bus</b>							

<b>Class A or B Bus</b>							
<b>Van or Type III</b>		\$60					
<b>Bus Assistant Aide #</b>	2	\$13					
<b>Van or Type III</b>		x					
1-50 RgED/SPED rtes		x					
51-90 rtes		x					
>90 rtes							
<b>8. Midday, Vocational and Other Transportation Services and Shuttles .</b> The cost for all midday or shuttle services, vocational education services, and ALC routes, using the following unit costs :	<b>"Stand-Alone" Service</b>						
<b>Bus and Van Size</b>	Cost per 1st Hour	Cost per Additional Hour	Continuos Service with am/pm ##				
Class C or D Bus							
Class A or B Bus	\$60	\$60	\$60				
Van or Type III	\$45	\$45	\$45				
<b>9. Special Needs Services for Highly Mobile and Students with Special Needs NOT INCLUDING SPED – Out-of-District.</b> The cost for special needs routes, shall be submitted for the days of school operation using the following unit costs:							

<b>Bus and Van Size</b>	<b>Lift</b>	<b>Cost per Hour</b>	<b>Cost per Mile</b>	<b>Cost per Day</b>			
Class A or B Bus							
Van or Type III		\$45	\$0.30	\$300			
Bus Assistant/Aide#							
<b>10. After School Transportation Services.</b> 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:	<b>"Stand-Alone" Service</b>						
<b>Bus and Van Size</b>	<b>Cost per 1st Hour</b>	<b>Cost per Additional Hour</b>	<b>Continuous Service with am/pm ##</b>				
Class C or D Bus							
Class A or B Bus	\$45	\$45	\$45				
Van or Type III							
<b>11. Summer School Transportation Services.</b> The cost for all summer school regular, HHM or SPED bus and Type III van services, other than charters, using the following unit costs:							
<b>Bus and Van Size</b>	<b>Cost per Hour</b>	<b>Cost per Day</b>	<b>Cost per 1/2 Day</b>				

Class C or D Bus							
Class A or B Bus	\$60	\$450	\$200				
Van or Type III	\$45	\$300	\$150				
	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						
	<b>Cost per Hour</b>	<b>Cost per Mile</b>	<b>Cost per Wait Hour #</b>				
a. Trips within an 8 mile radius from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr	\$160	\$1.50	\$30				
i. Class C/D Bus							
ii. Class A/B Mini bus							
iii. Type III van	\$65	\$1.50	\$20				
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. Type III van	\$60	\$1.50	\$20				
iv. Coach bus							

c. Trailer							
single axle							
double axle							
d. Trip charge outside the school district boundaries.							
Labor cost for overnight trips	\$ 300 per hour;	\$ 45 per day max.					
Overnight driver expenses	\$160 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:	30%						

## **EXHIBIT C: COVID-19 COMPLIANCE SERVICE 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.



# Contract Summary of Approval

Contract Group: IT Services

Contract Type: Purchase Goods and services

## VENDOR DETAILS

Vendor Name:	Hewlett Packard Financial Services
Reason Vendor Selected:	State, Cooperative or Joint Power Contract
Vetted/State/Cooperatives End Date:	<b>12/1/2022</b>

## CONTRACT INFORMATION

Contract Purpose:	Amendment for HPFS Leases to increase & provide District Devices for Hybrid/Distance Learning.
Contract Description:	<b>Amendment for additional HPFS leases for District Devices/Services.</b>
Amendment Description:	#4400000511 – Increase contract value for leases.
Deliverables/Outcomes:	HPFS Leases
Site(s) Affected:	All
Effective Start Date:	03/09/2021
Effective End Date:	06/30/2025
Contract Manager:	Justin Hennes

## FUNDING INFORMATION

Shopping Cart No.:	N/A
Contract Value:	\$3,500,000.00
AMD#1 Cumulative Contract Amount:	\$12,000,000.00
AMD#2 Accumulative Contract Amount:	\$15,500,000.00
Primary Fund Source:	Bonding

## APPROVED BY

Kim Ellison	Board, Chair		
LEVEL 1 APPROVER	TITLE	SIGNATURE	DATE
Justin Hennes	Senior Information Officer		
LEVEL 2 APPROVER	TITLE	SIGNATURE	DATE

**AMENDMENT #1 TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND  
IDREAM TV**

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and IDREAM TV dated 8/4/2020 (“Contract”) is made and entered into by and between Special School District No.1 (“District”) and IDREAM TV (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law (“District”) and IDREAM TV (“Contractor”) entered into a contract titled CONTRACT FOR SERVICES for a period between 3/3/2021 through 6/30/2021 (“Contract”), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400000576

1. *Original contract amount:* \$112,000
2. *Accumulative contract amount:* \$182,000

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

**Section:** Exhibit A and Section 3.1

**Description:** Additional request for live video and production for Town Hall meetings, Special Business meetings, engineering and installation charges for Board productions services, and graduation due to Covid-19.

Section 3.1: District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$182,000. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

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

(The remainder of this page intentionally left blank.)

**SPECIAL SCHOOL DISTRICT NO. 1**

Signature: \_\_\_\_\_

Name: Kim Ellison

Title: Board Chair

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

iDream TV:

Signature: *Edith K. French*

Name: Edie French

Title: President/ CEO

Date: 3/3/2021



# AIA<sup>®</sup> Document G802<sup>™</sup> – 2017

## Amendment to the Professional Services Agreement

**PROJECT:** *(name and address)*  
FY20 Multi-Site Chiller Replacements

**AGREEMENT INFORMATION:**  
Date: April 13, 2020

**AMENDMENT INFORMATION:**  
Amendment Number: 001  
Date: February 22, 2021

**OWNER:** *(name and address)*  
Minneapolis Public Schools  
1250 West Broadway  
Minneapolis, MN 55411

**ARCHITECT:** *(name and address)*  
KFI Engineers  
670 County Road B West  
St. Paul, MN 55113

The Owner and Architect amend the Agreement as follows:  
Increase in design fees for Owner requested design changes at Olson Middle School and at Windom Elementary School

The Architect’s compensation and schedule shall be adjusted as follows:

Compensation Adjustment:  
Design increase fee of \$68,000. Reimbursable expenses increase by \$22,000. Total contract value \$588,900

Schedule Adjustment:  
There is no schedule adjustment

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**SIGNATURES:**

KFI Engineers  
\_\_\_\_\_  
**ARCHITECT** *(Firm name)*

Minneapolis Public Schools  
\_\_\_\_\_  
**OWNER** *(Firm name)*

\_\_\_\_\_  
**SIGNATURE**  
Mark P. Fjestad, CFO  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**  
2/19/2021  
\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SIGNATURE**  
Kim Ellison, Board Chair  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**  
\_\_\_\_\_  
**DATE**

## CONTRACT FOR SERVICES

(\$25,000+)

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and MD Transportation LLC, "Contractor" (collectively "parties") to provide Provide Transportation service for MPS students to D-Ops-Transportation.

### **1      *TERM OF CONTRACT***

- 1.1 This Contract is effective on 03/09/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2021, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

### **2      SCOPE OF WORK**

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

### **3      CONSIDERATION AND TERMS OF PAYMENT**

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

#### **3.1 *Total Obligation.***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$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 LIABILITY**

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 contractor. 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](mailto:lisa.beck@mpls.k12.mn.us)  
Fax:

MD 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.

[The remainder of this page intentionally left blank.]

**SPECIAL SCHOOL DISTRICT NO. 1**

By: \_\_\_\_\_

Name: Kim Ellison, Chair  
(Printed)

Title: \_\_\_\_\_

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

**MD Transportation LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_

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

***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 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 SIGNIN LOG OR GPS LOG AT EACH SCHOOL SERVED BY THE ROUTE.**

B. 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.

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

Use of these systems include, but not limited to:

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

## **II. DRIVERS**

### **A. DRIVER OPERATING REQUIREMENTS**

Drivers must:

1. Know the exact location of the school assigned and the best route to the agency or institution to be served. Each driver shall carry a current route schedule and route map. Each driver shall be required to wear a

photo ID card approved by the District at all times while assigned to a District route.

2. Capability to operate a Mobile Data Terminal (tablet) which includes logging in, selecting route or trip services that they will be providing, checking special education students on/off the bus and logging off.
3. Become familiar with those instructional materials **in the Driver's Handbook** for student management supplied by the District Department of Transportation Services.
4. Become familiar with the route and adhere to the time schedule (drivers shall have in their possession and use an accurate time piece) established by the Department of Transportation Services and make stops designated by the Department only. **No UNSCHEDULED** stops are allowed.
5. Be responsible for maintaining proper order among all passengers being transported. Drivers shall adhere to guidelines for student bus safety rules and discipline procedures as provided by the District.
6. Ensure that only those authorized by the Department of Transportation Services be permitted to ride the bus.
7. Cooperate with the Department of Transportation Services in conducting periodic school bus evacuation drills as set forth by state law.
8. Remain on their assigned school buses or at the entrance door of their assigned bus during all loading and unloading operations.
9. Work cooperatively with aides and school bus safety assistants when assigned to specific special education transportation routes.
10. Have read and carry a Minneapolis School Bus Drivers' Manual and School Locator Guide (provided by the District).

**B. DRIVER TRAINING**

1. Each school bus driver assigned to a District route shall be evaluated and certified by the Professional Driver's Academy. Each participant must demonstrate competency and proficiency in those areas as specified by the Academy. Drivers who are deficient in one or more areas will be required to complete coursework, as provided by the Academy, before receiving a certificate of completion through the Academy and Dakota Technical

College. The Academy also reserves the right to require a driver attend refinement training for just cause. Any driver's failure to attend or successfully complete any portion thereof may result in suspension or revocation of that driver's privileges to serve the School District. The cost of tuition, evaluations and subsequent coursework performed by the Academy shall be at the expense of the Contractor. The Contractor shall provide vehicles for such purposes. Evaluations and coursework shall include, but are not limited to:

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

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

2. Each school bus driver assigned to a District route shall be required to view the Smith System video – FIVE KEYS TO SAFETY. The Minnesota School Bus Driver Safe Driving Curriculum, 2001, published by the Department of Public Safety will be used in providing the required classroom training. Copies may be obtained from the District Department of Transportation Services.
3. Pre-service training shall include a minimum of sixteen (16) hours of classroom and Ten (10) hours behind-the-wheel training.
4. Each Contractor shall provide a copy of all school bus driver training programs for District approval and certify in writing that each driver operating in District has successfully completed the prescribed program. District approved material must be included in the Contractor school bus driver orientation in-service training.
5. District in-service meetings will be conducted in August-September, November and March-April of each school year. Contractor driver and supervisory personnel Attendance shall be mandatory.

6. School bus driver instructors and District Department of Transportation Services management personnel will be allowed to participate in the monthly safety meetings conducted by Contractors.
7. Contractors shall include their school bus driver trainers to attend the Minnesota School Bus Driver Trainer seminar during the first year of the contract.

**C. Digital Video Surveillance**

**Rules of operation;**

- A. Minneapolis Public Schools and the companies under contract for transportation services must have digital video and audio equipment in school buses for the purpose of monitoring behavior.
- B. The district and contractors will purchase and install a video surveillance system for all buses operating under the transportation contract. The system must be compatible with district defined standards to ensure consistency of operation. The digital video surveillance system will be used to support the drivers report and to enforce the consequences of the district student behavior management plan.
- C. The digital recording will be viewed only by the MPS Transportation Director or designee, the principal of the school building or designee, bus company safety director, bus driver (at review of incident), school liaison officer or other appropriate law enforcement agencies. Any digital recording that reveals unlawful actions may be brought to the attention of law enforcement agencies. Whenever a parent or guardian disputes or challenges a report of recorded misbehavior, it will be the responsibility of the school principal to review the recording. The recording will then be used to assist in determining whether or not the incident actually occurred and if so, the severity of the incident. Neither the student nor the parent/guardian of the student that has been recorded will be allowed to view the recording, in accordance with data privacy laws and district policy., unless the student is the only subject on the recording or the building principal has obtained written permission from the parents/guardians of all other students on the recording in question. Upon written request, the school district will provide a written summary of the recorded incident(s) to a student pictured on a recording or to the students' parents/guardians.
- D. Each bus company will be responsible for the security of the digital video equipment and the handling and storage of the recordings, based on the following requirements.
  - a. All recording are to be treated as confidential student information. All requests for review must be referred to the Director of Transportation Services or designee.

Copies of recording may not be provided without review by District Counsel.

- b. Separate recording must be maintained and time stamped to identify AM and PM trips. All recordings must be retained for a period of one week and specific dates requested by the Director of Transportation Services or designee for longer periods of time to be determined.
- c. No recording may be shown to anyone not directly related proceedings without the permission of the Director of Transportation Services or designee.
- d. No recording may be released to any media organization without consent from the Director of Communications or District Counsel.

### **Video Equipment**

The digital camera systems must at a minimum:

- a. Be constructed of durable industrial grade materials
- b. Record both video and audio
- c. Record a minimum of 12 hours of video
- d. Be equipped with at least three (3) cameras inside the school bus mounted in the front, back and over the door covering the drivers are of the bus.
- e. Be capable of recording from multiple cameras without reducing the quality or time of recording.
- f. Be activated by the school bus ignition switch (not driver operated).
- g. Be designed for school bus operation.
- h. Be certified for operation in extreme cold conditions.
- i. Record in a format that is convertible or exportable to standard media, including DVD or flash drive.
- j. Record in a format that is compatible with, or easily convertible to, standard viewing formats including QuickTime, windows media player or AVI.

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

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

**EXHIBIT B: PAYMENT TERMS**

<b>Special School District No. 1</b>	MD Transportation						
<b>RFQ 21-05</b>							
Student Transportation Services							
<b>Quotes</b>							
<b>3/3/2021</b>							
<b>1250 W. Broadway Ave., Minneapolis, MN 55411</b>							
<b>1. Regular "To and From" Routes.</b> 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:	Quant ity	Cost Per Rout e- Day	Cost Per 1/2 Route -Day				
<b>71-77 Passenger Bus</b>	1 - 50	\$400. 00	\$200				
	51 - 90						
	> 90						
<b>&lt;71 Passenger Bus</b>	1 - 50						
	51 -						

	90						
	> 90						
<p><b>2. Rates for Excess Mileage and Time – Regular “To and From” Routes (Item 1 above):</b>          \$ ____ 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.</p>							
<p><b>3. Special Education and Special Needs Services – In-District.</b> 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 <u>the following unit costs</u>:</p>							
	<b>Lift?</b>		<b>Quantity</b>	<b>Cost Per Route-Day</b>	<b>Cost Per 1/2 Route-Day</b>	<b>Cost per Hour</b>	
<b>Class C or D Bus</b>	<b>YES</b>	<b>NO</b>					
1-50 RgED/SPED rtes							
51-90 rtes							
>90 rtes							
<b>Class A or B Bus</b>	<b>YES</b>	<b>NO</b>					
1-50 RgED/SPED rtes							
51-90 rtes							

>90 rtes							
<b>Van or Type III</b>	<b>YES</b>	<b>NO</b>					
1-50 RgED/SPED rtes		x	20	\$295	\$145	\$45	
51-90 rtes							
>90 rtes							
<b>Bus Assistant Aide #</b>			10	\$95	\$45	\$15	
Lift							
<p><b>4. Special Education and Special Needs Services (Item 3 above):</b>          \$ ____ 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.</p>							
<p><b>5. Special Education Services - Out-of-District.</b> The cost for special education and special needs routes shall be submitted for the days of school operation, using the following unit costs:</p>							
	<b>Lift?</b>		<b>Quan tity</b>	<b>Cost Per Rout e- Day</b>	<b>Cost Per 1/2 Route- Day</b>	<b>Cost per Mile</b>	<b>Cost per Hou r</b>
<b>Class C or D Bus</b>	<b>YES</b>	<b>NO</b>					
1-50 RgED/SPED rtes	x		10	\$400	\$200	\$3.4 0	\$70
51-90 rtes							
>90 rtes							

<b>Class A or B Bus</b>							
1-50 RgED/SPED rtes							
51-90 rtes							
>90 rtes							
<b>Van or Type III</b>	<b>YES</b>	<b>NO</b>					
1-50 RgED/SPED rtes			20	\$295	\$145	\$3	\$45
51-90 rtes							
>90 rtes	x		10	\$90	\$45		
<b>Bus Assistant Aide #</b>							
Lift							
<b>6. Special Education and Special Needs Services (Item 5 above):</b> \$ ____ 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.	\$40						
<b>7. Midday Special Education Services and Shuttles.</b> The cost for all midday SPED shuttle bus and van services, using the following unit costs :	<b>"Stand-Alone" Service</b>						
<b>Bus and Van Size</b>	Cost per 1st Hour	Cost per Additional Hour	Continuous Service with am/pm ##				

<b>Class C or D Bus</b>							
<b>Class A or B Bus</b>							
<b>Van or Type III</b>							
<b>Bus Assistant Aide #</b>							
<b>Van or Type III</b>							
1-50 RgED/SPED routes							
51-90 routes							
>90 routes							
<b>8. Midday, Vocational and Other Transportation Services and Shuttles .</b> The cost for all midday or shuttle services, vocational education services, and ALC routes, using the following unit costs :	<b>"Stand-Alone" Service</b>						
<b>Bus and Van Size</b>	Cost per 1st Hour	Cost per Additional Hour	Continuous Service with am/pm ##				
Class C or D Bus	\$70	\$65	\$275				
Class A or B Bus	\$95	\$45	\$295				
Van or Type III							
<b>9. Special Needs Services for Highly Mobile and Students with Special Needs NOT INCLUDING SPED – Out-of-District.</b> The cost for special needs routes, shall be submitted for the days of school operation using the							

following unit costs:							
<b>Bus and Van Size</b>	<b>Lift</b>	<b>Cost per Hour</b>	<b>Cost per Mile</b>	<b>Cost per Day</b>			
Class A or B Bus							
Van or Type III							
Bus Assistant/Aide#							
<b>10. After School Transportation Services.</b> 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:	<b>"Stand-Alone" Service</b>						
<b>Bus and Van Size</b>	Cost per 1st Hour	Cost per Additional Hour	Continuous Service with am/pm ##				
Class C or D Bus	\$70	\$70	\$450				
Class A or B Bus	\$45	\$45	\$300				
Van or Type III							
<b>11. Summer School Transportation Services.</b> The cost for all summer school regular, HHM or SPED bus and Type III van services, other than charters, using the following unit costs:							
<b>Bus and Van Size</b>	<b>Cost per Hour</b>	<b>Cost per Day</b>	<b>Cost per 1/2</b>				

			<b>Day</b>				
Class C or D Bus	\$70	\$299	\$150				
Class A or B Bus							
Van or Type III	\$45	\$190	\$120				
	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						
	<b>Cost per Hour</b>	<b>Cost per Mile</b>	<b>Cost per Wait Hour #</b>				
a. Trips within an 8 mile radius from the District Transportation Center, including downtown St. Paul, State Capitol, Science Museum, Excel Ctr	\$160	\$2.00	\$45				
i. Class C/D Bus							
ii. Class A/B Mini bus							
iii. Type III van	\$45	\$2.00	\$30				
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. Type III van	\$45	\$2.00	\$30				
iv. Coach bus							

c. Trailer							
single axle							
double axle							
d. Trip charge outside the school district boundaries.							
Labor cost for overnight trips	\$300 per hour;	\$45 per day max.					
Overnight driver expenses	\$160 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:	30%						

## **EXHIBIT C: COVID-19 COMPLIANCE SERVICE 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.

## 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 Minnehaha Transportation, “Contractor” (collectively “parties”) to provide Provide Transportation service for MPS students to D-Ops-Transportation.

### **1      *TERM OF CONTRACT***

- 1.1 This Contract is effective on 03/09/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2021, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

### **2      SCOPE OF WORK**

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

### **3      CONSIDERATION AND TERMS OF PAYMENT**

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

#### **3.1 *Total Obligation.***

District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$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 LIABILITY**

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 contractor. 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](mailto:lisa.beck@mpls.k12.mn.us)  
Fax:

Minnehaha Transportation

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 backup withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S. person for tax purposes or U.S. resident alien.

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

## **23 NON-WAIVER**

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

## **24 ASSIGNMENT**

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

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

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

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

## **26 WARRANTY**

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

## **27 SEVERABILITY**

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

## **28 SURVIVABILITY**

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

[The remainder of this page intentionally left blank.]

**SPECIAL SCHOOL DISTRICT NO. 1**

By: \_\_\_\_\_

Name: Kim Ellison, Chair  
(Printed)

Title: \_\_\_\_\_

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

**Minnehaha Transportation**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_

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

***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 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 SIGNIN LOG OR GPS LOG AT EACH SCHOOL SERVED BY THE ROUTE.**

B. 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.

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

Use of these systems include, but not limited to:

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

### **II. DRIVERS**

#### **A. DRIVER OPERATING REQUIREMENTS**

Drivers must:

1. Know the exact location of the school assigned and the best route to the agency or institution to be served. Each driver shall carry a current route schedule and route map. Each driver shall be required to wear a

photo ID card approved by the District at all times while assigned to a District route.

2. Capability to operate a Mobile Data Terminal (tablet) which includes logging in, selecting route or trip services that they will be providing, checking special education students on/off the bus and logging off.
3. Become familiar with those instructional materials **in the Driver's Handbook** for student management supplied by the District Department of Transportation Services.
4. Become familiar with the route and adhere to the time schedule (drivers shall have in their possession and use an accurate time piece) established by the Department of Transportation Services and make stops designated by the Department only. **No UNSCHEDULED** stops are allowed.
5. Be responsible for maintaining proper order among all passengers being transported. Drivers shall adhere to guidelines for student bus safety rules and discipline procedures as provided by the District.
6. Ensure that only those authorized by the Department of Transportation Services be permitted to ride the bus.
7. Cooperate with the Department of Transportation Services in conducting periodic school bus evacuation drills as set forth by state law.
8. Remain on their assigned school buses or at the entrance door of their assigned bus during all loading and unloading operations.
9. Work cooperatively with aides and school bus safety assistants when assigned to specific special education transportation routes.
10. Have read and carry a Minneapolis School Bus Drivers' Manual and School Locator Guide (provided by the District).

**B. DRIVER TRAINING**

1. Each school bus driver assigned to a District route shall be evaluated and certified by the Professional Driver's Academy. Each participant must demonstrate competency and proficiency in those areas as specified by the Academy. Drivers who are deficient in one or more areas will be required to complete coursework, as provided by the Academy, before receiving a certificate of completion through the Academy and Dakota Technical

College. The Academy also reserves the right to require a driver attend refinement training for just cause. Any driver's failure to attend or successfully complete any portion thereof may result in suspension or revocation of that driver's privileges to serve the School District. The cost of tuition, evaluations and subsequent coursework performed by the Academy shall be at the expense of the Contractor. The Contractor shall provide vehicles for such purposes. Evaluations and coursework shall include, but are not limited to:

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

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

2. Each school bus driver assigned to a District route shall be required to view the Smith System video – FIVE KEYS TO SAFETY. The Minnesota School Bus Driver Safe Driving Curriculum, 2001, published by the Department of Public Safety will be used in providing the required classroom training. Copies may be obtained from the District Department of Transportation Services.
3. Pre-service training shall include a minimum of sixteen (16) hours of classroom and Ten (10) hours behind-the-wheel training.
4. Each Contractor shall provide a copy of all school bus driver training programs for District approval and certify in writing that each driver operating in District has successfully completed the prescribed program. District approved material must be included in the Contractor school bus driver orientation in-service training.
5. District in-service meetings will be conducted in August-September, November and March-April of each school year. Contractor driver and supervisory personnel Attendance shall be mandatory.

6. School bus driver instructors and District Department of Transportation Services management personnel will be allowed to participate in the monthly safety meetings conducted by Contractors.
7. Contractors shall include their school bus driver trainers to attend the Minnesota School Bus Driver Trainer seminar during the first year of the contract.

**C. Digital Video Surveillance**

**Rules of operation;**

- A. Minneapolis Public Schools and the companies under contract for transportation services must have digital video and audio equipment in school buses for the purpose of monitoring behavior.
- B. The district and contractors will purchase and install a video surveillance system for all buses operating under the transportation contract. The system must be compatible with district defined standards to ensure consistency of operation. The digital video surveillance system will be used to support the drivers report and to enforce the consequences of the district student behavior management plan.
- C. The digital recording will be viewed only by the MPS Transportation Director or designee, the principal of the school building or designee, bus company safety director, bus driver (at review of incident), school liaison officer or other appropriate law enforcement agencies. Any digital recording that reveals unlawful actions may be brought to the attention of law enforcement agencies. Whenever a parent or guardian disputes or challenges a report of recorded misbehavior, it will be the responsibility of the school principal to review the recording. The recording will then be used to assist in determining whether or not the incident actually occurred and if so, the severity of the incident. Neither the student nor the parent/guardian of the student that has been recorded will be allowed to view the recording, in accordance with data privacy laws and district policy., unless the student is the only subject on the recording or the building principal has obtained written permission from the parents/guardians of all other students on the recording in question. Upon written request, the school district will provide a written summary of the recorded incident(s) to a student pictured on a recording or to the students' parents/guardians.
- D. Each bus company will be responsible for the security of the digital video equipment and the handling and storage of the recordings, based on the following requirements.
  - a. All recording are to be treated as confidential student information. All requests for review must be referred to the Director of Transportation Services or designee.

Copies of recording may not be provided without review by District Counsel.

- b. Separate recording must be maintained and time stamped to identify AM and PM trips. All recordings must be retained for a period of one week and specific dates requested by the Director of Transportation Services or designee for longer periods of time to be determined.
- c. No recording may be shown to anyone not directly related proceedings without the permission of the Director of Transportation Services or designee.
- d. No recording may be released to any media organization without consent from the Director of Communications or District Counsel.

### **Video Equipment**

The digital camera systems must at a minimum:

- a. Be constructed of durable industrial grade materials
- b. Record both video and audio
- c. Record a minimum of 12 hours of video
- d. Be equipped with at least three (3) cameras inside the school bus mounted in the front, back and over the door covering the drivers are of the bus.
- e. Be capable of recording from multiple cameras without reducing the quality or time of recording.
- f. Be activated by the school bus ignition switch (not driver operated).
- g. Be designed for school bus operation.
- h. Be certified for operation in extreme cold conditions.
- i. Record in a format that is convertible or exportable to standard media, including DVD or flash drive.
- j. Record in a format that is compatible with, or easily convertible to, standard viewing formats including QuickTime, windows media player or AVI.

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

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

**EXHIBIT B :**

**Contractor:**

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

<b>Special School District No. 1</b>	Minnehaha Transportation						
<b>RFQ 21-05</b>							
Student Transportation Services							
<b>Quotes</b>							
<b>3/3/2021</b>							
<b>1250 W. Broadway Ave., Minneapolis, MN 55411</b>							
<b>1. Regular "To and From" Routes.</b> 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:	Quant ity	Cost Per Rout e- Day	Cost Per 1/2 Route -Day				
<b>71-77 Passenger Bus</b>	1 - 50	\$440. 00	\$220				
	51 - 90						
	> 90						
<b>&lt;71 Passenger Bus</b>	1 - 50						

	51 - 90						
	> 90						
<b>2. Rates for Excess Mileage and Time – Regular “To and From” Routes (Item 1 above):</b> \$ ____ 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.	\$60						
<b>3. Special Education and Special Needs Services – In-District.</b> 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 <u>the following unit costs:</u>							
	<b>Lift?</b>		<b>Quantity</b>	<b>Cost Per Route-Day</b>	<b>Cost Per 1/2 Route-Day</b>	<b>Cost per Hour</b>	
<b>Class C or D Bus</b>	<b>YES</b>	<b>NO</b>					
1-50 RgED/SPED rtes							
51-90 rtes							
>90 rtes							
<b>Class A or B Bus</b>	<b>YES</b>	<b>NO</b>					
1-50 RgED/SPED rtes							
51-90 rtes							

>90 rtes							
<b>Van or Type III</b>	<b>YES</b>	<b>NO</b>					
1-50 RgED/SPED rtes							
51-90 rtes		x	5	\$250	\$125	\$42	
>90 rtes							
<b>Bus Assistant Aide #</b>							
Lift							
<b>4. Special Education and Special Needs Services (Item 3 above):</b> \$ ____ 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.	\$30						
<b>5. Special Education Services - Out-of-District.</b> The cost for special education and special needs routes shall be submitted for the days of school operation, using the following unit costs:							
	<b>Lift?</b>		<b>Quantity</b>	<b>Cost Per Route-Day</b>	<b>Cost Per 1/2 Route-Day</b>	<b>Cost per Mile</b>	<b>Cost per Hour</b>
<b>Class C or D Bus</b>	<b>YES</b>	<b>NO</b>					
1-50 RgED/SPED rtes							
51-90 rtes							
>90 rtes							
<b>Class A or B Bus</b>							

1-50 RgED/SPED rtes							
51-90 rtes							
>90 rtes							
<b>Van or Type III</b>	<b>YES</b>	<b>NO</b>	5	\$270	\$135	\$3	\$40
1-50 RgED/SPED rtes							
51-90 rtes							
>90 rtes							
<b>Bus Assistant Aide #</b>							
Lift							
<b>6. Special Education and Special Needs Services (Item 5 above):</b> \$ ____ 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.	\$40						
<b>7. Midday Special Education Services and Shuttles.</b> The cost for all midday SPED shuttle bus and van services, using the following unit costs :	<b>"Stand-Alone" Service</b>						
<b>Bus and Van Size</b>	Cost per 1st Hour	Cost per Additional Hour	Continuous Service with am/pm ##				
<b>Class C or D Bus</b>							

<b>Class A or B Bus</b>							
<b>Van or Type III</b>							
<b>Bus Assistant Aide #</b>							
<b>Van or Type III</b>							
1-50 RgED/SPED rtes							
51-90 rtes							
>90 rtes							
<b>8. Midday, Vocational and Other Transportation Services and Shuttles .</b> The cost for all midday or shuttle services, vocational education services, and ALC routes, using the following unit costs :	<b>"Stand-Alone" Service</b>						
<b>Bus and Van Size</b>	Cost per 1st Hour	Cost per Additional Hour	Continuous Service with am/pm ##				
Class C or D Bus	\$75	\$50	\$275				
Class A or B Bus							
Van or Type III							
<b>9. Special Needs Services for Highly Mobile and Students with Special Needs NOT INCLUDING SPED – Out-of-District.</b> The cost for special needs routes, shall be submitted for the days of school operation using the following unit costs:							

<b>Bus and Van Size</b>	<b>Lift</b>	<b>Cost per Hour</b>	<b>Cost per Mile</b>	<b>Cost per Day</b>			
Class A or B Bus							
Van or Type III							
Bus Assistant/Aide#							
<b>10. After School Transportation Services.</b> 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:	<b>"Stand-Alone" Service</b>						
<b>Bus and Van Size</b>	<b>Cost per 1st Hour</b>	<b>Cost per Additional Hour</b>	<b>Continuous Service with am/pm ##</b>				
Class C or D Bus	\$73	\$50	\$200				
Class A or B Bus							
Van or Type III							
<b>11. Summer School Transportation Services.</b> The cost for all summer school regular, HHM or SPED bus and Type III van services, other than charters, using the following unit costs:							
<b>Bus and Van Size</b>	<b>Cost per Hour</b>	<b>Cost per Day</b>	<b>Cost per 1/2 Day</b>				
Class C or D Bus	\$73	\$400	\$200				

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. __% of regular and SPED transportation rates in items 1 through 6						
	<b>Cost per Hour</b>	<b>Cost per Mile</b>	<b>Cost per Wait Hour #</b>				
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							
ii. Class A/B Mini bus							
iii. Type III van							
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. Type III van							
iv. Coach bus							
c. Trailer							
single axle							

double axle							
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:	____ — %						

## **EXHIBIT C: COVID-19 COMPLIANCE SERVICE 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.

**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 Ride Safe Transportation LLC, “Contractor” (collectively “parties”) to provide Provide Transportation service for MPS students to D-Ops-Transportation.

**1      *TERM OF CONTRACT***

- 1.1 This Contract is effective on 03/09/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2021, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
  
- 1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

**2      SCOPE OF WORK**

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

**3      CONSIDERATION AND TERMS OF PAYMENT**

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

**3.1 *Total Obligation.***

District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$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 LIABILITY**

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 contractor. 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](mailto:lisa.beck@mpls.k12.mn.us)  
Fax:

Ride Safe 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 backup withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S. person for tax purposes or U.S. resident alien.

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

## **23 NON-WAIVER**

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

## **24 ASSIGNMENT**

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

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

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

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

## **26 WARRANTY**

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

## **27 SEVERABILITY**

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

## **28 SURVIVABILITY**

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

[The remainder of this page intentionally left blank.]

**SPECIAL SCHOOL DISTRICT NO. 1**

By: \_\_\_\_\_

Name: Kim Ellison, Chair  
(Printed)

Title: \_\_\_\_\_

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

**Ride Safe Transportation LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_

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

***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 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 SIGNIN LOG OR GPS LOG AT EACH SCHOOL SERVED BY THE ROUTE.**

B. 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.

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

Use of these systems include, but not limited to:

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

### **II. DRIVERS**

#### **A. DRIVER OPERATING REQUIREMENTS**

Drivers must:

1. Know the exact location of the school assigned and the best route to the agency or institution to be served. Each driver shall carry a current route schedule and route map. Each driver shall be required to wear a

photo ID card approved by the District at all times while assigned to a District route.

2. Capability to operate a Mobile Data Terminal (tablet) which includes logging in, selecting route or trip services that they will be providing, checking special education students on/off the bus and logging off.
3. Become familiar with those instructional materials **in the Driver's Handbook** for student management supplied by the District Department of Transportation Services.
4. Become familiar with the route and adhere to the time schedule (drivers shall have in their possession and use an accurate time piece) established by the Department of Transportation Services and make stops designated by the Department only. **No UNSCHEDULED** stops are allowed.
5. Be responsible for maintaining proper order among all passengers being transported. Drivers shall adhere to guidelines for student bus safety rules and discipline procedures as provided by the District.
6. Ensure that only those authorized by the Department of Transportation Services be permitted to ride the bus.
7. Cooperate with the Department of Transportation Services in conducting periodic school bus evacuation drills as set forth by state law.
8. Remain on their assigned school buses or at the entrance door of their assigned bus during all loading and unloading operations.
9. Work cooperatively with aides and school bus safety assistants when assigned to specific special education transportation routes.
10. Have read and carry a Minneapolis School Bus Drivers' Manual and School Locator Guide (provided by the District).

**B. DRIVER TRAINING**

1. Each school bus driver assigned to a District route shall be evaluated and certified by the Professional Driver's Academy. Each participant must demonstrate competency and proficiency in those areas as specified by the Academy. Drivers who are deficient in one or more areas will be required to complete coursework, as provided by the Academy, before receiving a certificate of completion through the Academy and Dakota Technical

College. The Academy also reserves the right to require a driver attend refinement training for just cause. Any driver's failure to attend or successfully complete any portion thereof may result in suspension or revocation of that driver's privileges to serve the School District. The cost of tuition, evaluations and subsequent coursework performed by the Academy shall be at the expense of the Contractor. The Contractor shall provide vehicles for such purposes. Evaluations and coursework shall include, but are not limited to:

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

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

2. Each school bus driver assigned to a District route shall be required to view the Smith System video – FIVE KEYS TO SAFETY. The Minnesota School Bus Driver Safe Driving Curriculum, 2001, published by the Department of Public Safety will be used in providing the required classroom training. Copies may be obtained from the District Department of Transportation Services.
3. Pre-service training shall include a minimum of sixteen (16) hours of classroom and Ten (10) hours behind-the-wheel training.
4. Each Contractor shall provide a copy of all school bus driver training programs for District approval and certify in writing that each driver operating in District has successfully completed the prescribed program. District approved material must be included in the Contractor school bus driver orientation in-service training.
5. District in-service meetings will be conducted in August-September, November and March-April of each school year. Contractor driver and supervisory personnel Attendance shall be mandatory.

6. School bus driver instructors and District Department of Transportation Services management personnel will be allowed to participate in the monthly safety meetings conducted by Contractors.
7. Contractors shall include their school bus driver trainers to attend the Minnesota School Bus Driver Trainer seminar during the first year of the contract.

**C. Digital Video Surveillance**

**Rules of operation;**

- A. Minneapolis Public Schools and the companies under contract for transportation services must have digital video and audio equipment in school buses for the purpose of monitoring behavior.
- B. The district and contractors will purchase and install a video surveillance system for all buses operating under the transportation contract. The system must be compatible with district defined standards to ensure consistency of operation. The digital video surveillance system will be used to support the drivers report and to enforce the consequences of the district student behavior management plan.
- C. The digital recording will be viewed only by the MPS Transportation Director or designee, the principal of the school building or designee, bus company safety director, bus driver (at review of incident), school liaison officer or other appropriate law enforcement agencies. Any digital recording that reveals unlawful actions may be brought to the attention of law enforcement agencies. Whenever a parent or guardian disputes or challenges a report of recorded misbehavior, it will be the responsibility of the school principal to review the recording. The recording will then be used to assist in determining whether or not the incident actually occurred and if so, the severity of the incident. Neither the student nor the parent/guardian of the student that has been recorded will be allowed to view the recording, in accordance with data privacy laws and district policy., unless the student is the only subject on the recording or the building principal has obtained written permission from the parents/guardians of all other students on the recording in question. Upon written request, the school district will provide a written summary of the recorded incident(s) to a student pictured on a recording or to the students' parents/guardians.
- D. Each bus company will be responsible for the security of the digital video equipment and the handling and storage of the recordings, based on the following requirements.
  - a. All recording are to be treated as confidential student information. All requests for review must be referred to the Director of Transportation Services or designee.

Copies of recording may not be provided without review by District Counsel.

- b. Separate recording must be maintained and time stamped to identify AM and PM trips. All recordings must be retained for a period of one week and specific dates requested by the Director of Transportation Services or designee for longer periods of time to be determined.
- c. No recording may be shown to anyone not directly related proceedings without the permission of the Director of Transportation Services or designee.
- d. No recording may be released to any media organization without consent from the Director of Communications or District Counsel.

### **Video Equipment**

The digital camera systems must at a minimum:

- a. Be constructed of durable industrial grade materials
- b. Record both video and audio
- c. Record a minimum of 12 hours of video
- d. Be equipped with at least three (3) cameras inside the school bus mounted in the front, back and over the door covering the drivers are of the bus.
- e. Be capable of recording from multiple cameras without reducing the quality or time of recording.
- f. Be activated by the school bus ignition switch (not driver operated).
- g. Be designed for school bus operation.
- h. Be certified for operation in extreme cold conditions.
- i. Record in a format that is convertible or exportable to standard media, including DVD or flash drive.
- j. Record in a format that is compatible with, or easily convertible to, standard viewing formats including QuickTime, windows media player or AVI.

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

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

**EXHIBIT B :**

**Contractor:**

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

<b>Special School District No. 1</b>	Ride Safe Transportation						
<b>RFQ 21-05</b>							
Student Transportation Services							
<b>Quotes</b>							
<b>3/3/2021</b>							
<b>1250 W. Broadway Ave., Minneapolis, MN 55411</b>							
<b>1. Regular "To and From" Routes.</b> 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:	Quant ity	Cost Per Rout e- Day	Cost Per 1/2 Rout e-Day				
<b>71-77 Passenger Bus</b>	1 - 50						
	51 - 90						
	> 90						
<b>&lt;71 Passenger Bus</b>	1 - 50						

	51 - 90						
	> 90						
<b>2. Rates for Excess Mileage and Time – Regular “To and From” Routes (Item 1 above):</b> \$ ____ 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.							
<b>3. Special Education and Special Needs Services – In-District.</b> 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 <u>the following unit costs:</u>							
	<b>Lift?</b>		<b>Quantity</b>	<b>Cost Per Route-Day</b>	<b>Cost Per 1/2 Route-Day</b>	<b>Cost per Hour</b>	
<b>Class C or D Bus</b>	<b>YES</b>	<b>NO</b>					
1-50 RgED/SPED rtes							
51-90 rtes							
>90 rtes							
<b>Class A or B Bus</b>	<b>YES</b>	<b>NO</b>					
1-50 RgED/SPED rtes							
51-90 rtes							

>90 rtes							
<b>Van or Type III</b>	<b>YES</b>	<b>NO</b>					
1-50 RgED/SPED rtes			8	\$280	\$140		
51-90 rtes							
>90 rtes							
<b>Bus Assistant Aide #</b>				\$50			
Lift							
<b>4. Special Education and Special Needs Services (Item 3 above):</b> \$ ____ 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.	\$60.00						
<b>5. Special Education Services - Out-of-District.</b> The cost for special education and special needs routes shall be submitted for the days of school operation, using the following unit costs:							
	<b>Lift?</b>		<b>Quantity</b>	<b>Cost Per Route-Day</b>	<b>Cost Per 1/2 Route-Day</b>	<b>Cost per Mile</b>	<b>Cost per Hour</b>
<b>Class C or D Bus</b>	<b>YES</b>	<b>NO</b>					
1-50 RgED/SPED rtes							
51-90 rtes							
>90 rtes							
<b>Class A or B Bus</b>							

1-50 RgED/SPED rtes							
51-90 rtes							
>90 rtes							
<b>Van or Type III</b>	<b>YES</b>	<b>NO</b>					
1-50 RgED/SPED rtes				\$350	\$152.50		
51-90 rtes							
>90 rtes							
<b>Bus Assistant Aide #</b>				\$50			
Lift							
<b>6. Special Education and Special Needs Services (Item 5 above):</b> \$ ____ 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.	\$75						
<b>7. Midday Special Education Services and Shuttles.</b> The cost for all midday SPED shuttle bus and van services, using the following unit costs :	<b>"Stand-Alone" Service</b>						
<b>Bus and Van Size</b>	Cost per 1st Hour	Cost per Additional Hour	Continuou s Service with am/pm ##				
<b>Class C or D Bus</b>							

<b>Class A or B Bus</b>							
<b>Van or Type III</b>	\$80	\$25					
<b>Bus Assistant Aide #</b>	\$25	\$25					
<b>Van or Type III</b>							
1-50 RgED/SPED rtes							
51-90 rtes							
>90 rtes							
<b>8. Midday, Vocational and Other Transportation Services and Shuttles .</b> The cost for all midday or shuttle services, vocational education services, and ALC routes, using the following unit costs :	<b>"Stand-Alone" Service</b>						
<b>Bus and Van Size</b>	Cost per 1st Hour	Cost per Additional Hour	Continuou s Service with am/pm ##				
Class C or D Bus							
Class A or B Bus							
Van or Type III	\$80	\$25.00					
<b>9. Special Needs Services for Highly Mobile and Students with Special Needs NOT INCLUDING SPED – Out-of-District.</b> The cost for special needs routes, shall be submitted for the days of school operation using the							

following unit costs:							
<b>Bus and Van Size</b>	<b>Lift</b>	<b>Cost per Hour</b>	<b>Cost per Mile</b>	<b>Cost per Day</b>			
Class A or B Bus							
Van or Type III				\$305			
Bus Assistant/Aide#				\$50			
<b>10. After School Transportation Services.</b> 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:	<b>"Stand-Alone" Service</b>						
<b>Bus and Van Size</b>	Cost per 1st Hour	Cost per Additional Hour	Continuous Service with am/pm ##				
Class C or D Bus							
Class A or B Bus							
Van or Type III	\$85	\$25					
<b>11. Summer School Transportation Services.</b> The cost for all summer school regular, HHM or SPED bus and Type III van services, other than charters, using the following unit costs:							
<b>Bus and Van Size</b>	<b>Cost per</b>	<b>Cost per</b>	<b>Cost per 1/2</b>				

	Hour	Day	Day				
Class C or D Bus							
Class A or B Bus							
Van or Type III		\$250	\$125				
	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						
	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							
ii. Class A/B Mini bus							
iii. Type III van							
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. Type III van							
iv. Coach bus							

c. Trailer							
single axle							
double axle							
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:	____ — %						

## **EXHIBIT C: COVID-19 COMPLIANCE SERVICE 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.

SPECIAL SCHOOL DISTRICT NO. 1  
Board of Education

March 9, 2021

**Approving a Memorandum of Agreement with Achieve!Minneapolis**

*WHEREAS*, Special School District No. 1, Minneapolis Public Schools (“School District” or “Minneapolis Public Schools”), led by its Board of Education, is a local government unit that provides educational services to children who reside in the city of Minneapolis and is authorized to enter into these agreements; and

*WHEREAS*, Achieve! Minneapolis, (“Achieve”) is an independent nonprofit charitable corporation created in 2002 as the successor organization to the Minneapolis Public Schools Foundation and the Minneapolis Youth Trust; and

*WHEREAS*, Achieve qualifies as a charitable organization in good standing with the Minnesota Attorney General’s Office and qualifies as a charitable organization under § 501(c)(3) of the Internal Revenue Code; and

*WHEREAS*, the Memorandum of Agreement identifies Achieve as the strategic non-profit partner of the School District and serves as the designated intermediary organization of the School District in matters of private fundraising; and

*WHEREAS*, the School District and Achieve work jointly to identify School District needs, and Achieve has agreed to fundraise to meet those identified needs; and

*WHEREAS*, the School District values the role that Achieve plays in raising funds for School District programs and desires to avoid conflicting and multiple solicitations of private donors; and

*WHEREAS*, the School District has agreed to pay Achieve \$180,000 per year plus additional costs and administrative service fees for grants as more specifically defined in the Memorandum of Agreement.

*THEREFORE BE IT RESOLVED*, that the Board of Directors of Special School District No. 1 hereby approves the Memorandum of Agreement with Achieve! Minneapolis for July 1, 2021 through June 30, 2023 in the amount of \$180,000 per year, plus additional costs and administrative service fees for grants as more specifically defined in the Memorandum of Agreement.

Signed by:

\_\_\_\_\_  
Kim Ellison  
Board of Education Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Josh Pauly  
Board of Education Clerk

\_\_\_\_\_  
Date

**Memorandum of Agreement  
Achieve!Minneapolis and Special School District No. 1**

**I. Purpose**

The Agreement defines the relationship between the School District and AchieveMpls as it relates to private fundraising and private grants management; support for school funds, scholarships, and department funds; data sharing; community engagement and partnership development and targeted program administration.

**II. Term of Agreement**

This Agreement will be in effect from July 1, 2021 until June 30, 2023. It continues five previous Memoranda of Agreement which went into effect on June 9, 2009, July 1, 2012, July 1, 2015, July 1, 2018 and July 1, 2020.

**III. Organizational Relationship**

A. AchieveMpls and the School District shall establish and maintain close collaborative ties and relationships. Each organization will designate a Representative who will be responsible for regular communications between AchieveMpls and the School District and who will be charged with knowing the status of all ongoing activities and collaborative relationships. Each party will keep the other party informed of any change in the designated Representative.

B. The School District shall establish and convene a standing Resource Development Committee of staff representatives from both Parties (the "Committee"), for the purposes of reviewing annually the School District's funding priorities and jointly determining how AchieveMpls may align its fundraising, partnership development and community engagement activities in support of those priorities.

C. The Committee will annually define a schedule for regular resource development meetings. Members of the Committee will include the Designated Representatives of the two parties and appropriate staff as determined by the Designated Representatives.

D. The Designated Representatives will convene periodic meetings of relevant staff as needed regarding communications and community engagement.

E. The Superintendent and Chair of the School District Board of Education shall serve as ex-officio members of the AchieveMpls Board of Directors with voting privileges. Designees may attend on behalf of ex-officio members but do not have voting privileges.

F. AchieveMpls shall be authorized and licensed to use the name, insignia, logo or other references, including Minneapolis Public Schools, Special School District No. 1, Minneapolis School District or the name of any individual school for the purpose of raising funds for the School District and presenting to the public the joint, supportive and collaborative relationship between the School District and AchieveMpls. AchieveMpls may not assign or sublicense this right without the prior written consent of the Superintendent.

G. AchieveMpls will appear on the School District website as a strategic partner of the School District. The School District will appear on the AchieveMpls website as a partner and recipient of resources raised on its behalf. AchieveMpls is authorized to solicit contributions for the School District using both the AchieveMpls and the School District web site.

H. The Finance Departments of the Minneapolis Public Schools and AchieveMpls will work collaboratively to monitor compliance with district private grant budgets. AchieveMpls provides summary reports on all district private grants on a quarterly basis to the MPS Finance Department Representative and the Manager of Grant Funding and Resource Development.

I. The Communications Department of Minneapolis Public Schools and the Communications Department at AchieveMpls will coordinate media strategies, share media contacts and information, jointly plan and produce AchieveMpls segments for School District communications outlets, collaborate on messaging and strive to have their communications aligned.

J. As allowed by law, the Minneapolis Public Schools' Research, Evaluation, Assessment and Accountability ("REAA") Department and AchieveMpls will share both aggregate and individual student-level data related to the College and Career Readiness program, including Career and College Centers, and STEP UP and other mutually agreed upon metrics. REAA will send AchieveMpls a full High School Discovery file quarterly and year-end, as well as National Student Clearinghouse student tracker files mid-year and end of year. Career and College Center staff will have access to the MPS systems (District email, Discovery, Naviance, Classroom for Success, On-Track database, E-tracking, MPS Google Classrooms, etc.) that are necessary to carry out mutually agreed upon work. The Parties may agree to conduct research projects, but any such research projects must be subject to and follow the established REAA outside research process.

#### **IV. Financial Relationship**

A. The Board of Education has the ultimate authority to accept or deny acceptance of gifts to the School District in accordance with board policy and state and federal law.

B. AchieveMpls has the ultimate authority to accept or deny acceptance of gifts to AchieveMpls in accordance with its mission and state and federal law.

C. All requests for private grants for Minneapolis Public Schools which the grantor requires the grantee to be a 501(c)3 organization shall be administered by AchieveMpls. Otherwise, unless approved by the MPS Grant Manager, all private grants should be received and held by Minneapolis Public Schools in accordance with district policies.

D. AchieveMpls is authorized to receive on behalf of the Minneapolis Public Schools gifts, contributions, donations, grants and bequests made to the School District or to a particular school or program operating in the School District per donor restriction in accordance with AchieveMpls gift policy.

E. The Committee will be responsible for coordinating grant prospecting and resolving issues of competition for private grant funds that may arise between the School District and AchieveMpls.

F. Each year AchieveMpls shall make available to the Superintendent or the Superintendent's designee a copy of its Charitable Organization Annual Report and its most current audited Financial Statement.

G. AchieveMpls hereby acknowledges that gifts and contributions that it receives that are intended for a particular school or for other School District programs and activities shall not be used for other purposes. All administration of funds by AchieveMpls shall be consistent with laws governing tax-exempt organizations.

H. If a school, departmental or scholarship fund closes for whatever reason, the Committee will determine disposition of the remaining funds, according to legal requirements and donor intent.

I. AchieveMpls agrees to abide by the School District's standard assurances attached to and incorporated in this agreement as Exhibit #1.

## **V. Private Grants to the School District**

### **A. Definitions**

1. For the purposes of this agreement, "private" will be defined as nongovernmental entities including foundations, corporations and corporate giving programs, and family funds.
2. For the purposes of this agreement, a "grant" will be defined as external funding where there is an agreement representing the gifting of funds from a grantor to support restricted or unrestricted services and activities, and where an application has been made and reporting and/or deliverables are required.

B. All private District grants that require a 501(c)3 sponsor, shall be processed by AchieveMpls.

C. Private grant activity, from the point of prospect through receipt of funds, will be vetted by the Committee as appropriate.

D. The CEO of AchieveMpls will be the primary signer for grant proposals to private entities for private District grants that require a 501(c)3 sponsor. The Superintendent of the School District will co-sign private grant proposals if required by the grant.

### **E. Standard Private Grant Administration Activities**

1. AchieveMpls shall be fiscally responsible for the stewardship of grant funds it receives, and shall prepare quarterly reports on income and expenses, as well as current fund balances, for the grants that it manages, and shall provide these reports to the MPS Finance Department Representative.
2. AchieveMpls shall acknowledge donors per IRS regulations and shall acknowledge donors in its annual report to the community.
3. AchieveMpls shall ensure proper recording of all grants and shall manage the funds in accordance with generally accepted accounting standards. The funds shall be administered subject to audit and in compliance with Minnesota State and Federal requirements.
4. AchieveMpls shall forward reporting guidelines and timelines to MPS Manager of Grant Funding and Resource Development.
5. The School District shall ensure that all required reports are developed and submitted to AchieveMpls or directly to the funder in a timely manner. AchieveMpls shall submit reports to funders, when applicable, and maintain copies of these grant reports on file.
6. The School District will submit a timely status report to AchieveMpls of current private District grant financial activities as per the terms of the grant.
7. AchieveMpls will submit a timely status report to the MPS Finance Department Representative of current private District grant financial activities as per the terms of the grant.
8. School District and AchieveMpls will have access to private District grant files of the other party.

#### F. Disbursement of Private Grant Funds

1. AchieveMpls shall disburse grant funds in accordance with the restrictions set by donors. AchieveMpls shall make disbursements in a reasonable time after qualified written requests are made by the School District.
2. A qualified written request includes the following elements: validated written invoice with original signature of a School District authorized grant manager or designee; payee contact information; original receipts or detail of incurred expenses for reimbursement or a detail of anticipated budgeted expenditures; current date and date expenses were incurred.
3. AchieveMpls is authorized to retain and disburse private grant funds restricted for non-educational purposes such as food, household items, clothing, extra-curricular activity fees, etc.
4. The School District shall not invoice AchieveMpls for amounts less than \$250, unless for the purpose of closing an account.

#### G. Fee for Administrative Services for Private District Grants

1. Private District grants received directly by AchieveMpls on behalf of the School District will be assessed a one-time, eight percent (8%) administrative fee upon receipt of funds. The district will not assume any responsibility for administrative fees for private grants.
2. Private District grants received directly by the School District will be assessed a one-time, eight percent (8%) administrative fee. The district will not assume any responsibility for administrative fees for private grants.
  - a. School District will pay collected fees on private grants quarterly to AchieveMpls.
  - b. School District will review with AchieveMpls all private grants collected on an annual basis.
3. If revenue from administrative fees on private District grants are raised in excess of the annual fundraising, grants administration and grants management budget, AchieveMpls will reserve those excess funds for the following fiscal year's fundraising, grants administration and grants management activities for District, school and departmental funds.
4. Investment income generated on private District grant balances of \$50,000 or greater will be retained in the grant account and used for the original grant purposes, unless otherwise agreed with the grantor. Investment earnings for the prior quarter will be reported to the District on a quarterly basis.

#### H. Fundraising Priority Areas for AchieveMpls

1. AchieveMpls shall focus its private District grant and individual District fundraising activities on priorities determined by the Superintendent and senior staff of the School District. The Committee will use this information in its work developing the fundraising plan and calendar.
2. In addition to the standard administrative services for grants outlined above, AchieveMpls, in collaboration with the School District, will provide enhanced grant services for the priority areas including the following: donor research; communication with donor; management of solicitation and proposal submission process; review of grant proposals and budgets; coordinating and leading site visits; and press releases when appropriate.

### **VI. Individual Contributions**

A. Definition: Individual contributions include gifts of cash from personal bank accounts or personal credit cards, gifts of publicly traded stock and matching gifts related to individual donations.

B. Standard Individual Contribution Administrative Activities

1. Both the School District and AchieveMpls shall continue to receive and acknowledge contributions from individuals directed to it.
2. AchieveMpls and the School District shall ensure proper recording of all gifts and contributions from individuals and shall manage the funds in accordance with generally accepted accounting standards. The funds shall be administered subject to audit and in compliance with Minnesota and Federal requirements.
3. Individual contributions designated by a donor in support of a district funding priority may be assessed an administrative fee. Upon receipt of these contributions, an eight (8%) administrative fee will be assessed when AchieveMpls has led the efforts for donor research and cultivation.

## **VII. Scholarships and Award Funds**

A. Definition: AchieveMpls administers and manages private scholarship and award funds for students, teachers and administrators of the School District.

B. Management of the scholarship and awards/mini-grant funds includes meeting with donors to match their interest with needs of District students and staff, designing the scholarship and award documents and process, monitoring deadlines, receiving recipient information from schools, acknowledging contributions, providing notification to donors about the scholarship recipients, maintaining communication with students about their college plans, facilitating the process of scholarship payments, and reporting to donors. AchieveMpls will provide scholarship and award/mini-grant balances and availability annually to MPS.

C. The Manager of Grant Funding and Resource Development will be responsible for recruiting and coordinating scholarship and award/mini-grant review committees to read and score applications that are not reviewed by the donor. They will disseminate scholarship and award balances, availability, and application materials to committees, facilitate review meetings, and report back to AchieveMpls with committee decisions.

D. AchieveMpls accepts, acknowledges and processes gifts made for scholarships and awards.

E. AchieveMpls will assess an administrative fee of eight percent (8%) on total scholarships and awards annually, unless there is a prior agreement with the donor.

F. Contributions by donors will be paid out over time until the principal is exhausted.

## **VIII. School Fund Accounts**

A. Definition: School fund accounts are set up at AchieveMpls for gifts restricted to specific School District schools.

B. AchieveMpls does not conduct fundraising activities for schools, but does collaborate to provide support and advice for fundraising activities by schools in accordance with school district policies, when possible.

### **C. Administration of School Fund Accounts**

1. The School District will encourage every school to use an account at AchieveMpls, and AchieveMpls will provide one fund per school.
2. MPS will provide updated contact lists for School Fund managers by August 1st each year.

2. AchieveMpls will provide quarterly income and balance statements for school funds with balances greater than \$500. AchieveMpls will provide an annual statement for all school funds with a balance.
3. Administration of contributions to school funds will follow the standard administrative guidelines established above.
4. AchieveMpls will disburse funds in accordance with donor restrictions.
5. AchieveMpls will make disbursements in a reasonable time after qualified written requests are approved and received.
6. Qualified written requests include the following elements: AchieveMpls request form with original signature of principal or designee; invoice and W-9 as required (for vendor payment), receipt (for staff reimbursement); or detail of budget expense and account codes (for sending money to the District), as well as approval from MPS Finance Department.
7. School funds shall not invoice AchieveMpls for amounts less than \$250, unless for the purpose of closing a school fund account.
8. No administrative fee will be assessed on gifts from individuals to school fund accounts. As cited in Section V. G 1 & 2, all grants will be assessed an eight (8%) administrative fee. Third party credit card donation processing fees will be incurred by the same fund as the donation was made.
9. Principals will notify AchieveMpls and the School District Grants Office of their upcoming fundraising campaigns when possible.
10. During fundraising campaigns/activities AchieveMpls will provide a reasonable number of additional reports to the fundraising coordinator for timely record keeping.
11. Public requests for information about school funds will be directed to the school principal or the principal's designee.

#### **IX. Department and Program Accounts**

- A. Definition: Department and program accounts are set up at AchieveMpls to accept donations for School District-approved programs, departments and activities.
- B. Administration of Department and Program Accounts hosted by AchieveMpls
  1. AchieveMpls will host one fund per School District department and program.
  2. New department and program accounts are established at AchieveMpls with the authorization of the Manager of Grant Funding and Resource Development .
  3. Each department or program account will have a designated School District representative who receives reports, requests payments and has oversight over the fund. MPS will provide updated contact lists for Department Fund Managers as needed.
  4. Administration, reporting and disbursement for department and program accounts will follow the standard administrative guidelines established above.

#### **X. Fees for administration of Scholarship and Award Funds, School Funds, Departmental Funds and Program Funds**

- A. School District shall pay an annual flat fee of \$180,000 to AchieveMpls for management of school funds, scholarships and awards, program funds and departmental funds.

#### **XII. Program Administration**

A. Purpose: The School District may contract with AchieveMpls for the provision of specific services or program administration, for example for operation of the College and Career Centers in School District high schools and contract alternative schools.

B. Program administration shall be established, defined and governed by individual contracts consistent with the District's annual budget process.

**XIII. Termination of the Agreement**

This Agreement may be terminated with or without cause, by either party upon sixty (60) days' written notice to the Superintendent of the School District or CEO of AchieveMpls. Termination of this Agreement shall not discharge any liability, responsibility or right of any party that arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination. In the event either party notifies the other of its intent to terminate the Agreement, the Parties shall meet to discuss in good faith the expeditious and efficient separation of the Parties' assets and ongoing obligations, consistent with obligations imposed by applicable law, by donors, and by other interested parties.

**XIV. General Liability**

Each party to this Agreement shall be liable for its own acts and the results thereof and shall not be responsible for the acts of the other party, its officers, employees or agents. The School District is self-insured for General Liability and Workers Compensation exposures. AchieveMpls shall maintain 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. AchieveMpls may meet the limits above \$1,000,000 per occurrence through umbrella or excess coverage.

AchieveMpls 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. AchieveMpls 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.

**XIII. Amendments**

Modification of this Agreement by the parties shall not be effective except upon a written document evidencing the modification and the mutual consent of the parties.

Agreed to by:

_____	_____	_____	_____
For School District	Date	For AchieveMpls	Date

## **Exhibit #1: Standard Assurances for the Minneapolis Public Schools**

AchieveMpls is the Contractor for purposes of this Exhibit.

### **Exhibit 1**

#### **STANDARD ASSURANCES**

**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. The following list includes, but is not meant to limit, laws which may be applicable:

- A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e et seq.
- B. Executive Order 11246, as amended, incorporated herein by reference.
- C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 et seq. and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act.
- D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq. as amended, and Minn. Stat. § 181.81.
- E. The Equal Pay Act of 1963, as amended, § 29 U.S.C. § 206.
- F. Minn. Stat. Ch. 363A, as amended.

G. Minn. Stat. § 181.59

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., 47 U.S.C.

§§ 225, 611, 29 C.F.R. § 1630.

**2. 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 the same or similar data practices compliance requirements.

**3. 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.

**4. 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.

**5. 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.

**Exhibit #2: Certificate of Liability**

AchieveMpls is the Contractor for purposes of this Exhibit.

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**To:** Minneapolis Board of Education  
**From:** Ed Graff, Superintendent of Schools  
**Subject:** Transfer of Capital Funds  
**Date:** March 9, 2021

### **Cover Memo**

#### **Recommendation**

The Board of Education approve the estimated fund transfer of \$900,000 of capital funds from funds remaining from the completed Henry High School project to the Henry track replacement project.

#### **Background**

Minneapolis Public Schools completed a geotechnical investigation to determine the reasons for the apparent track surface failure at the Henry track. The investigation concluded the subbase of the track is susceptible to frost impacts that cause heaving and track surface damage. To correct the subbase and replace the surface will require excavation of unsuitable materials and reconstruction of the subbase and track surfaces.

Capital Planning, Construction & Maintenance (CPCM) has allocated in the 2021 bond \$275,000 for track surface repairs. Additionally, MPS was awarded \$300,000 from Hennepin County as part of the 2021 Youth Sports grant awards. The estimated cost to repair the track is \$1.1 to \$1.3 million. Therefore, we are requesting funds from the completed Henry High School project be transferred to the Henry track project to provide adequate funds to complete the track renovation.

Moving capital funds from completed projects to a new capital project requires Board authorization in accordance with Minnesota Statute 475.65. The accompanying resolution will meet the requirements of the statute.

SPECIAL SCHOOL DISTRICT NO. 1

Board of Education

March 9, 2021

**RESOLUTION AUTHORIZING TRANSFER OF CAPITAL FUNDS**

**WHEREAS**, Minneapolis Public Schools seeks to improve schools using capital funds to design, build and renovate District owned facilities throughout Minneapolis, and

**WHEREAS**, previous capital projects were completed with capital funds remaining at the completion of the project, and

**WHEREAS**, the Operations and Finance Departments have determined the available unallocated funds and the current projects needing additional funds, and

**WHEREAS**, Minnesota Statute 475.65 allows for capital fund transfers between projects.

**NOW, THEREFORE BE IT RESOLVED**, that the Minneapolis School Board hereby authorizes the transfer of capital funds from FY2017 LTFM GO Bonds to the 2021 Henry track project to replace the track and subbase. Total transfer of funds is \$900,000.

Signed by:

\_\_\_\_\_  
Kim Ellison  
Board of Education Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Josh Pauly  
Board of Education Clerk

\_\_\_\_\_  
Date



MINNEAPOLIS  
PUBLIC SCHOOLS  
Urban Education. Global Citizens.

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**To:** Minneapolis Board of Education  
**From:** Ed Graff, Superintendent of Schools  
**Subject:** Transfer of Capital Funds  
**Date:** March 9, 2021

### **Cover Memo**

#### **Recommendation**

The Board of Education approve the estimated fund transfer of \$350,000 of capital funds remaining from the completed Henry High School project to complete the districtwide replacement of classroom door handles project.

#### **Background**

Minneapolis Public Schools completed a renovation and air conditioning project at Henry High School. The project was funded with FY15, FY17 and FY18 bond issuances for \$30,228,397. The project is now completed with \$1,300,000 unspent. The remaining funds are Long-Term Facilities Maintenance (LTFM) funds.

MPS was awarded on October 1, 2019 a grant in the amount of \$479,982 from the COPS School Violence Prevention Program to change all classroom handles in all MPS schools. Additionally, Plant Maintenance also is changing the handles for all non-classroom doors in schools to provide uniform handles in schools. To date, the project purchased handles for 43 schools and completed installation in 14 schools. The remaining schools require additional funding to purchase the handle sets for these schools. Plant Maintenance estimates \$350,000 is needed to purchase the handles.

Moving a capital funds from completed projects to a new capital project requires Board authorization in accordance with Minnesota Statute 475.65. The accompanying resolution will meet the requirements of the statute.

SPECIAL SCHOOL DISTRICT NO. 1

Board of Education

March 9, 2021

**RESOLUTION AUTHORIZING TRANSFER OF CAPITAL FUNDS**

**WHEREAS**, Minneapolis Public Schools seeks to improve schools using capital funds to design, build and renovate District owned facilities throughout Minneapolis, and

**WHEREAS**, previous capital projects were completed with capital funds remaining at the completion of the project, and

**WHEREAS**, the Operations and Finance Departments have determined the available unallocated funds and the current projects needing additional funds, and

**WHEREAS**, Minnesota Statute 475.65 allows for capital fund transfers between projects.

**NOW, THEREFORE BE IT RESOLVED**, that the Minneapolis School Board hereby authorizes the transfer of capital funds from FY2015 and FY2017 LTFM GO Bonds to the 2020 Door hardware project to upgrade all classroom handles districtwide. The transfer includes \$126,370 from the FY2015 LTFM bond and \$223,630 from the FY2017 LTFM bond sale. Total transfer of funds is \$350,000.

Signed by:

\_\_\_\_\_  
Kim Ellison  
Board of Education Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Josh Pauly  
Board of Education Clerk

\_\_\_\_\_  
Date



## Minneapolis Schools' 2021 Legislative Agenda

### I. Stable, Predictable Funding

- Tie the general education aid formula to inflation
- Allow districts to use Fiscal Year 2020 enrollment and free-reduced lunch counts for Fiscal Year 2021 funding formulas
- Renew Voluntary pre-kindergarten funding and expand school-based pre-kindergarten programs so more families have access to all day pre-k
- Allow elected school boards to renew existing operating and capital projects levies which have been approved by voters without requiring additional referenda elections
- Renew the authority for districts to bill for Special Education Aides salaries and special education transportation expenses as if in-person learning were taking place
- Continue funding for the Minneapolis Employee Retirement Fund (MERF) at current law levels
- Transfer district of residence to the serving district after one year for students who open enroll and are placed in cooperative programs

### II. Special Education Funding and Policy

- Address the mismatch of open enrollment and special education tuition billing statutes so resident district budgets do not take a disproportionate share of the cost burden
- Address the rapidly rising cost of special education tuition billing due to some schools' ability to bill back 100% of their costs

### III. Foster Stable, Healthy Engaged Families

- Support increases in state funding for Full Service Community Schools
- Expand funding for school-linked mental health grants
- Fully fund the Child Care Assistance Program (CCAP) and align it with Pathway I Scholarships
- Ensure access to safe and affordable housing for students and families

### IV. Ensure Equitable Access to Proven Programs

- Increase English Learner funding to close the funding gap
- Expand state support of teacher residency programs with a focus on teachers of color, special education, career and technical education, math and ESL/bilingual education
- Allow Q Comp funds to be used for professional development for associate educators
- Fund ACT for all students
- Make ethnic studies a state graduation requirement for high school students

- Reduce the length of the required state assessments and give districts the authority to replace the high school assessments with college and career readiness assessments