

Chisholm School District School Board Meeting Agenda

Monday, October 23, 2023 at 5:00 PM
Regular Meeting
Chisholm School Board Room

I. Determination of Quorum and Call to Order	
II. Public Comment:	
Description: Welcome to this meeting of the Board of Education Independent School District #695, Chisholm School District. We are extremely pleased that you have shown an interest in school district affairs by attending this meeting. The Board of Education allows public participation at its meeting, but at the same time has the responsibility for conducting its business in an orderly fashion. We will provide the audience with an opportunity to request to speak. We request that before you speak to announce your name. Each speaker will be allowed five minutes unless the time limit is waived by a majority of the board members present. At a public meeting of the board, no person shall orally initiate charges or complaints against individual employees of the district or challenge instructional materials used in the district. All such charges, if presented to the board directly, shall be referred to the Superintendent for investigation and report. We would also like to remind the public that the school board is not allowed to comment on your concerns. If there are no questions, we will open the public comment section of the board meeting.	
III. Recognition of Guests and Visitors	
IV. Approve Agenda	
V. Reports	
VI. Consent Agenda	
A. Minutes of the October 10, 2023 Regular Meeting	3
Attachments:	
Minutes 10/10/2023	3
VII. Action Agenda	
A. Motion to accept the leave of absence for Joel McDonald, Level II Boys' Basketball Coach, effective October 9, 2023.	5
Attachments:	
J. McDonald Leave Request	5
B. Motion to approve the Shared Service Agreement for an Early Childhood Coordinator between Mountain-Iron Buhl School District, ISD #712, and Chisholm School District, ISD #695, for the 2023-2025 school	6

years.

Attachments:

Early Childhood Coordinator Agreement 2023-25 6

C. Motion to approve the lease agreement with Hogle Bus Co., Inc. for an additional year for bus #6 as presented. 7

Attachments:

Bus #6 Lease Extension 7

D. Motion to approve the lease agreement with Hogle Bus Co., Inc. for the purchase of bus #2 as presented. 11

Attachments:

Lease agreement for Bus #2 11

E. Motion to approve the new four-year lease agreement for "2" 2025 busses as presented. 15

Attachments:

New Bus Agreements 15

VIII. Discussion

A. Check & Connect funding

IX. Information

A. Enrollment Numbers

X. Adjourn

The Regular Meeting of the School Board, Independent School District No. 695, was called to order at 5:00 P.M. on October 10, 2023, in the Elementary Board Room. Members present: Directors Rice, Randa Sauter, Lappi, Rahja, and Chair Casey.
Members absent: Corradi Simon

Public Comment: Nick Hill, President of AFSCME

Recognition of Guests and Visitors: none

APPROVE AGENDA

Moved by Director Rahja supported by Director Randa Sauter to approve the agenda. Motion carried unanimously.

APPROVE CONSENT AGENDA

Moved by Director Randa Sauter supported by Director Lappi to approve the Consent agenda which consists of the Minutes of the September 25, 2023, Regular Meeting with the following changes: Director Randa Sauter seconded the motion for the hire of Bethanie Herrmann, and the following for the month of September 2023, Payrolls in the amount of \$635,723.21 and Accounts Payable in the amount of \$346,749.47. Motion carried unanimously.

Personnel:

APPROVE RAMONA HELMER'S LEAVE OF ABSENCE

Moved by Director Lappi, supported by Director Randa Sauter to approve the one-year leave of absence for Ramona Helmer, Paraprofessional, effective October 3, 2023. Motion carried unanimously.

HIRE PAUL BOEHM

Moved by Director Rahja, supported by Director Lappi to approve the hiring of Paul Boehm to Job #255 Temporary Custodian, High School, effective October 9, 2023. Motion carried unanimously.

ACCEPT RESIGNATION OF TARA ANDERSON

Moved by Director Rice, supported by Director Rahja to accept the resignation of Tara Anderson, Paraprofessional, Vaughan Steffensrud, effective October 17, 2023. Motion carried unanimously with Director Randa Sauter abstaining.

Administrative Business:

APPROVE MSHSL FORM B GRANT

Moved by Director Randa Sauter, supported by Director Rahja to approve the MSHSL Form B Grant to assist schools in providing seminars/training opportunities or support specific school functions. Motion carried unanimously.

APPROVE MSHSL FORM A GRANT

Moved by Director Lappi, supported by Director Randa Sauter to approve the MSHSL Form A Grant to assist schools in recognizing, promoting, and funding extracurricular participation by high school students in athletic and fine arts programs.

APPROVE ADDING CROSS COUNTRY TO THE APPROVED STUDENT ACTIVITY ACCOUNTS

Moved by Director Randa Sauter, supported by Director Lappi to approve adding Cross Country to the approved Student Activity Accounts. Motion carried unanimously.

Discussion: Director Rahja updated the board on Mental Health funding available through the NESC.

Information:

-Enrollment numbers

ADJOURN

Moved by Director Rahja, supported by Director Lappi to adjourn the meeting at 5:21 P.M. Motion carried unanimously.

DRS/lea

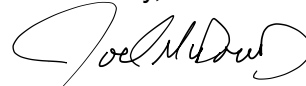
Danielle Randa Sauter, clerk

October 9, 2023

Dear Mr. Mark Morrison:

I am writing this letter to formally ask you and the school board for a year of medical leave from my basketball coaching position at Chisholm High School. I make this request as I recover from surgery and will soon be starting radiation treatment for lung cancer. Due to the unknown plan for treatment, I do not think it will be fair for the players in the program and the coaching staff to be in limbo due to my health. I truly feel that, at this time, I need to prioritize my health. Please let me know if you have any questions or concerns.

Sincerely,

A handwritten signature in cursive script that reads "Joel McDonald". The signature is written in black ink and is positioned above the printed name.

Joel McDonald

**SHARED SERVICES AGREEMENT FOR
AN EARLY CHILDHOOD COORDINATOR BETWEEN
MOUNTAIN IRON – BUHL SCHOOL DISTRICT, ISD #712
AND
CHISHOLM SCHOOL DISTRICT, ISD #695**

This contract outlines a service agreement between the Mt. Iron-Buhl School District, ISD #712 (hereinafter referred to as ISD #712), and the Chisholm School District, ISD #695 (hereinafter referred to as ISD #695) for a shared Early Childhood Coordinator (hereinafter referred to as EC Coordinator) for the 2023-2025 school years, after which time the terms of this agreement shall be renegotiated as necessary.

ISD #712 shall hire 1.0 FTE Early Childhood Coordinator; this position shall be a .50 FTE position for ISD #712 and a .50 FTE position for ISD #695. ISD #712 will pay all of his/her pay and benefits through its payroll system. At the end of the year, the total cost of the EC Coordinator will be totalled, and ISD #712 will invoice ISD #695 for 50% of these costs, with the other 50% of costs remaining with ISD #712.

Signed by Mt. Iron-Buhl School District, ISD #712

Signed by Chisolm School District, ISD #695

Superintendent Date

Superintendent Date

School Board Chair Date

School Board Chair Date

School Board Clerk Date

School Board Clerk Date



Main: 763.295.5119
 Toll Free: 800.866.3105
 Fax: 763.295.4992

116 E. Oakwood Drive
 PO Box 249
 Monticello, MN 55362
 www.hoglundbus.com

Stock #: 220991 Date: 10/10/23 Salesperson: Doug Erdmann
 Buyer Name: (Last) _____ (First) _____ (Middle) _____
 Company Name: Chisholm Public Schools ISD#695
 Address: 300 3rd Ave SW City: Chisholm State: MN County: St. Louis Zip: 55719
 Phone: 218-254-5726 Fax: 218-254-3741 Buyer DOB: _____ Co-Buyer DOB: _____
 Cell Phone: _____ E-Mail Address: mfredeen@chisholm.k12.mn.us (Mike Fredeen)
 Lienholder: Santander Bank Address: _____
 Please enter my order for: NEW USED DEMO Buyers Insurance Co.: Vaalar Insurance
 Buyers policy number: 8502WS1038269 EXP Date: 7/1/24

Year	Make	Model	Body	Transmission	Color	Interior	
2019	IC	PB110	CE	Allison	SB Yellow	Green	
Vin#:		Lic.#/Plate Type		GVW	Capacity	Mileage	Delivered on/about
4DRBUC8P3KB562252		None Needed		29,800	71	Used	TBD
DOT#:			Cash Price of Vehicle				
FEIN: [REDACTED]			Freight - FOB Chisholm				
			(1) Units IC CE Order Out Units - \$35,000 Each				\$35,000 00
1 Year True Lease							
Annual Payments							
Estimated Payment: \$12,309.00							
Estimated Payment Aft Tax: \$13,232.18							
Mileage Penalty: \$.85 Per Mile							
TRADE-IN DATA							Tax, Title & License are subject to change
Year	Make	Model	Body Style	TOTAL			\$35,000 00
Vin #:				Registration Tax		Less Trade-In/Allowance (-)	
				Plate Fee		Trade Difference	\$35,000 00
				Public Safety Vehicle Fee			
				Transfer Tax			
Lic. Plate #:		Lic. State:	Exp.	Title/Transfer Fee		Motor Vehicle Sales Tax	
Mileage Now:		Transmission:		State/Deputy Filing Fee		Service Contract	
Does your trade-in have a branded title or Insurance Salvage History? <input type="checkbox"/> YES <input type="checkbox"/> NO				Lien Recording Fee		Document/Admin Fees	\$100 00
Is the pollution control equipment on your trade-in intact and in operating condition? <input type="checkbox"/> YES <input type="checkbox"/> NO				Tip Tax / Tech Fee		Handicap Options	
Dealer's Disclaimer of Warranty Unless the vehicle is sold with a separate written dealer warranty or the dealer enters into a service contract with the buyer, the vehicle is sold "AS-IS". Dealer expressly disclaims all warranties, either express or implied, including the implied warranties of merchantability and fitness for a particular purpose. The entire risk of the quality and performance of the vehicle is with the buyer. Important: A manufacturer warranty may apply							
TOTAL LICENSE AND FEES							
SUBTOTAL							\$35,100 00
Less Amount Submitted With Order (-)							
Plus Balance Owing To Lienholder On Trade In (+)							
TOTAL AMOUNT DUE ON DELIVERY							\$35,100 00

The front and back of this CONTRACT comprise the entire CONTRACT affecting this purchase. The DEALER will not recognize any verbal agreement, or any other agreement or understanding of any nature. You certify that you are 18 years of age or older, and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the contract signed in the dealership on the dated noted at top of this form.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

Notice of salesperson's limited authority. This contract is not valid unless signed and accepted by Sales Manager or Officer of Dealership.

7

Accepted: _____

X [REDACTED]

Buyer's Signature Accepting Terms of Contract

Please acknowledge, by initialing, you have read & agree to the "Additional Terms and Conditions"

ADDITIONAL TERMS AND CONDITIONS OF THIS VEHICLE PURCHASE CONTRACT

1. **Definitions:** As used in this CONTRACT, "YOU" or "YOUR" means the buyer and co-buyer. "I", "ME", or "MY" means the seller or dealer. "VEHICLE" means the car, truck, or other vehicle described on the front of this CONTRACT including all the options listed. "Manufacturer" means the company which makes the VEHICLE. "Trade-In" means the vehicle that YOU trade to ME in partial payment for the VEHICLE.
2. **Purpose:** By signing the CONTRACT, YOU agree to buy the VEHICLE from ME. By accepting this CONTRACT, I agree to deliver the VEHICLE to YOU if the VEHICLE is in my inventory. If the VEHICLE is not in my inventory, I agree to order it from the Manufacturer. After receiving the VEHICLE from the Manufacturer, I agree to deliver the VEHICLE to YOU.
3. **Price Changes by the Manufacturer:** The VEHICLE price stated on the front of this CONTRACT is based on the current price the Manufacturer charges ME. At any time before I receive the VEHICLE, the Manufacturer has the right to raise the price it charges to ME. If the Manufacturer does raise the price, I may raise the price to YOU by the same amount. If I do raise MY price, YOU may cancel the CONTRACT and get back any down payment YOU have made. If I have not already sold the Trade-In (See Paragraph 4), YOU may have the Trade-In back by paying ME the reasonable cost of storage and any repair work or reconditioning I may have done.
4. **Trade-In:** If YOU are using a Trade-In to partially pay for the VEHICLE, YOU may deliver the Trade-In to ME either when YOU sign this CONTRACT or when the VEHICLE is delivered to YOU. If YOU do not deliver the Trade-In to ME when YOU sign this CONTRACT, YOU agree that at the time YOU deliver the Trade-In, I may reinspect the Trade-In and lower the allowance stated on the front of this CONTRACT. If I do lower the allowance, YOU may cancel this CONTRACT and get back your cash down payment. If YOU deliver the Trade-In when YOU sign this CONTRACT, I may sell the Trade-In at any time and at any price I think proper. If this CONTRACT is cancelled and I have already sold the Trade-In, I will pay YOU the price I received for the Trade-In minus 15% commission, minus any money I spent repairing, storing, insuring, or advertising the Trade-In, unless otherwise required by law.
When YOU deliver the Trade-In to ME, YOU guarantee that YOU own the Trade-In free and clear and agree to furnish proper proof of ownership, including the Certificate of Title. If any outstanding security interests are attached to the Trade-In vehicle, YOU are obligated to satisfy the debt secured and to obtain a release of all liens. If I arrange payment of the debt, and the total amount is greater than the amount shown on this CONTRACT as the balance owing to lienholder, YOU agree to pay the difference to ME in cash immediately upon notice of the deficiency. If the debt is less than the amount shown, I will refund the surplus to YOU.
5. **YOUR Refusal to Take Delivery:** Unless YOU cancelled this CONTRACT under paragraphs 3 or 4, I will retain the cash down payment YOU gave ME as an offset to MY damages if YOU refuse to complete the purchase. YOU are also responsible for any other damages which I may incur as a result of YOUR failure to perform YOUR obligations under the terms of this CONTRACT. If YOU have delivered the Trade-In to ME when YOU signed this CONTRACT, I may retain the Trade-In and sell it to reimburse MYSELF for the expenses of repairing, storing, or reconditioning the Trade-In and for other expenses or losses I may incur as a result of YOU failed to perform YOUR obligations under this CONTRACT.
6. **Design Changes by the Manufacturer:** The Manufacturer has the right to change the design of the VEHICLE, its chassis, its parts or accessories at any time without notice to YOU or to ME. In the event of a change in design, I have no duty to YOU except to deliver the VEHICLE as made by the manufacturer.
7. **Delays in Delivery:** I am not responsible for delays in delivery caused by the Manufacturer, or by accidents, fires, or other causes beyond MY control. I do not control the Manufacturer and am not part of the Manufacturer and do not work for the Manufacturer.
8. **Taxes:** The price of the VEHICLE does not include federal or state taxes or any other tax or governmental fee. YOU must pay ME the proper amount of any tax or governmental fee which applies to this sale.
9. **Pollution Control Certification:** I certify to the best of MY knowledge that the pollution control system on the VEHICLE including the restricted gasoline pipe has not been revised, altered or rendered inoperative.
10. **New VEHICLE Disclaimer of Warranties:** If YOU are buying a new VEHICLE, the VEHICLE will come with a Manufacturer's warranty which is a promise from the Manufacturer directly to YOU. Unless otherwise agreed in a separate document (see Paragraph 12 below), I expressly disclaim all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. I sell the VEHICLE "AS IS" and make no guarantees of any kind about the VEHICLES' quality or performance. YOU have complete responsibility and all the risk for any problems with the VEHICLE.
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12. **Dealer Warranty Service Contract:** If I give a warranty on a used VEHICLE or YOU purchase an extended service contract on a new or used VEHICLE, I may not disclaim implied warranties of merchantability or fitness for a particular purpose.
13. **Used VEHICLE Window Sticker Form:** If YOU are purchasing a used VEHICLE or a demonstrator, the information YOU see on the window form for this VEHICLE is part of this CONTRACT. Information on the window form overrides any contrary provisions in the CONTRACT of sale. (La información que aparece en la ventanilla de este vehículo forma parte de este contrato. La información contenida en el formulario de la ventanilla anula cualquier prevision que establezca lo contrario y que aparezca en el contrato de venta.)

OPERATIONAL GUIDELINES BUS RETURN CONDITION, MN

PREVENTION OF WEAR AND USE:

Always abide by and stay in accordance with the manufacturer's operator's manual. To maintain your vehicle and keep it in good condition:

- *Rotate tires and maintain tire pressure*
- *Inspect belts and hoses*
- *Maintain fluid levels*
- *Wash bus thoroughly underneath, especially areas where salt is spread from melting of snow and ice*
- *Before each use, the drivers should complete a pre-trip inspection of the vehicle as required by the state of MN*

MILEAGE LIMIT:

If you surpass the mileage allowance for your lease term, you will be subject to a predetermined mileage fee as outlined in these guidelines.

- Mileage allowance annually is 15,000 miles per year per unit.
- Optional bonus miles can be purchased for \$.85 cents per mile per unit

WEAR AND TEAR GUIDELINES:

As you near the end of your lease, it's important that you understand the responsibilities for your vehicle maintenance and repair use. The following guidelines should be used to appraise the condition of your vehicle. Any vehicle returned with "normal wear and tear" will be acceptable.

NOTE:

Lessee will return the buses to the distributor who furnished the buses to lessee on the instructions of lessor. All the equipment and accessories originally furnished with the buses will be in place and in good operating condition. If the lessor/distributor has to perform repairs for the following defects, the lessee will be responsible for payment at the time of invoice.

"NORMAL WEAR AND TEAR" WILL NOT INCLUDE:

- Miss Matched tires or tires which are, damaged, gouged, cut or determined by distributor to be in an unsafe operating condition. A minimum tread of 10/32nds on steer tires and minimum of 14/32nds for rear tires upon lease return.
- Body creased gouges, dents, or non-buffable paint scratches or scuffs. Excessive body dimples and/or dings requiring metal and/or paint work to restore to acceptable "normal" condition.
- Any paint damage due to sandblasting, hail, road tar, tree scrapes, and/or chemical fallout.
- Any defective paint or body repairs due to sub-standard repairs - must be original equipment manufacturer (OEM) parts.
- Any lessee applied paint of identification which cannot be removed without metal and/or paint work.
- Any damage to interior lining, bulkheads, scuff plates, lights, roof bows or supports, including but not limited to cracks, breaks, tears, gouges, or any other damage which makes vehicle unable to pass any state or local safety inspection.
- Broken and/or inoperative front, rear, or side light(s), marker(s), or reflector(s).
- Bent, twisted, dented, dinged, or gouged bumper(s) and/or door(s).
- Any holes or other modifications made to the vehicle, whether interior or exterior, for the installation of any additional equipment by the lessee and/or driver(s) of the vehicle which are not completely removed and/or repaired.

- Any mechanical repairs on any components or suspension which may be required due to abuse, accident, negligence, or the lack of proper maintenance, or any repairs required which are not considered "normal wear and tear".
- Each bus must have a current state inspection sticker with an expiration date at least three months following the month in which the bus is returned to lessor. Each bus must be clear of mechanics and other liens.
- Torn, punctured, burned, vandalized, or otherwise damaged upholstery will be replaced prior to returning the bus to the lessor/distributor.
- All glass, including windshield cracks or stars more than ¼" diameter or any cracks or stars within the sweep of the windshield wipers.
- Bus is to be cleaned inside and out, floors free from gum, tar, and garbage. Exterior shall be clean.
- Floors to be free from all sports shoe spike damage or stains from spills of liquids.
- All vehicles must be properly cared for in regard to interior / exterior rust and corrosion protection. Failure to properly care for the vehicle(s) may cause extensive repairs to be made at the lessee expense.
- Santander Bank has assigned Høglund Bus Co., Inc. as its agent for the inspection of these buses upon return.

LESSEE IS RESPONSIBLE FOR THE:

- Insurance must be always on all leased vehicles at all times.
- Diminished value on vehicle in an accident where damages exceed \$10,000
- Use of ultra-low sulfur fuel only.
- Road side service is available to lessee from Høglund Bus Co.
- Non warrantable failures
- Retainment of all included specs upon delivery of new bus which must be in used bus at lease termination.
- Maintenance of the vehicle and Lessee must always abide by the operation manual.
- Return of vehicle to Høglund Bus Co., Inc. by Lease Maturity Date or choose to purchase the vehicle from Høglund Bus Co at fair market value of \$27,500.00.

DISTRIBUTOR: HØGLUND BUS CO., INC.

LESSEE:

BY: Doug Erdmann

BY:  _____

TITLE: Sales Representative

TITLE: _____

DATE: 10/10/2023

DATE: _____

_____ Please acknowledge, by initialing, you have read & agree to the "Additional Terms and Conditions"

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- Inspect belts and hoses
- Maintain fluid levels
- Wash bus thoroughly underneath, especially areas where salt is spread from melting of snow and ice
- Before each use, the drivers should complete a pre-trip inspection of the vehicle as required by the state of MN

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- Any defective paint or body repairs due to sub-standard repairs - must be original equipment manufacturer (OEM) parts.
- Any lessee applied paint of identification which cannot be removed without metal and/or paint work.
- Any damage to interior lining, bulkheads, scuff plates, lights, roof bows or supports, including but not limited to cracks, breaks, tears, gouges, or any other damage which makes vehicle unable to pass any state or local safety inspection.
- Broken and/or inoperative front, rear, or side light(s), marker(s), or reflector(s).
- Bent, twisted, dented, dinged, or gouged bumper(s) and/or door(s).
- Any holes or other modifications made to the vehicle, whether interior or exterior, for the installation of any additional equipment by the lessee and/or driver(s) of the vehicle which are not completely removed and/or repaired.

- Any mechanical repairs on any components or suspension which may be required due to abuse, accident, negligence, or the lack of proper maintenance, or any repairs required which are not considered "normal wear and tear".
- Each bus must have a current state inspection sticker with an expiration date at least three months following the month in which the bus is returned to lessor. Each bus must be clear of mechanics and other liens.
- Torn, punctured, burned, vandalized, or otherwise damaged upholstery will be replaced prior to returning the bus to the lessor/distributor.
- All glass, including windshield cracks or stars more than ¼" diameter or any cracks or stars within the sweep of the windshield wipers.
- Bus is to be cleaned inside and out, floors free from gum, tar, and garbage. Exterior shall be clean.
- Floors to be free from all sports shoe spike damage or stains from spills of liquids.
- All vehicles must be properly cared for in regard to interior / exterior rust and corrosion protection. Failure to properly care for the vehicle(s) may cause extensive repairs to be made at the lessee expense.
- Santander Bank has assigned Hogleund Bus Co., Inc. as its agent for the inspection of these buses upon return.

LESSEE IS RESPONSIBLE FOR THE:

- Insurance must be always on all leased vehicles at all times.
- Diminished value on vehicle in an accident where damages exceed \$10,000
- Use of ultra-low sulfur fuel only.
- Road side service is available to lessee from Hogleund Bus Co.
- Non warrantable failures
- Retainment of all included specs upon delivery of new bus which must be in used bus at lease termination.
- Maintenance of the vehicle and Lessee must always abide by the operation manual.
- Return of vehicle to Hogleund Bus Co., Inc. by Lease Maturity Date or choose to purchase the vehicle from Hogleund Bus Co at fair market value of \$27,500.00.

DISTRIBUTOR: HOGLEUND BUS CO., INC.

LESSEE:

BY: Doug Erdmann

BY: _____

TITLE: Sales Representative

TITLE: _____

DATE: 10/10/2023

DATE: _____



Main: 763.295.5119
 Toll Free: 800.866.3105
 Fax: 763.295.4992

116 E. Oakwood Drive
 PO Box 249
 Monticello, MN 55362
 www.hoglundbus.com

Stock #: TBD Date: 10/16/23 Salesperson: Doug Erdmann
 Buyer Name: (Last) _____ (First) _____ (Middle) _____
 Company Name: Chisholm Public Schools ISD#695
 Address: 300 3rd Ave SW City: Chisholm State: MN County: St. Louis Zip: 55719
 Phone: 218-254-5726 Fax: 218-254-3741 Buyer DOB: _____ Co-Buyer DOB: _____
 Cell Phone: _____ E-Mail Address: mfredeen@chisholm.k12.mn.us (Mike Fredeen)
 Lienholder: Santander Bank Address: _____
 Please enter my order for: NEW USED DEMO Buyers Insurance Co.: Vaalar Insurance
 Buyers policy number: 8502WS1038269 EXP Date: 7/1/24

Year	Make	Model	Body	Transmission	Color	Interior	
2025	IC	PB110	CE	Allison	SB Yellow	Gray	
Vin#:		Lic.#/Plate Type		GVW	Capacity	Mileage	Delivered on/about
TBD		TE Plates		29,800	71	New	TBD
DOT#:				Cash Price of Vehicle			
				Freight - FOB Chisholm			
FEIN:							
				(2) Units IC CE Order Out Units - \$127,768.00 Each			\$255,536 00
Minnesota State School Bus Purchasing Contract # 219465							
Santander Bank Financing							
True Lease							
4 Year / Annual Payments							
Estimated Payment: \$48,254.00 (2 Units)							
Estimated Payment After Tax: \$51,873.05 (2 Units)							
Mileage Penalty: \$.85 Per Mile							
Note: Rate Can't Be Locked In Till 150 Days from Delivery							
TRADE-IN DATA				Tax, Title & License are subject to change			
Year	Make	Model	Body Style	TE Plates:			TOTAL
				Registration Tax	\$50 00	Less Trade-In/Allowance (-)	
Vin #:				Plate Fee	\$31 00	Trade Difference	\$255,536 00
				Public Safety Vehicle Fee	\$7 00		
				Transfer Tax	\$20 00		
Lic. Plate #:		Lic. State:	Exp.	Title/Transfer Fee	\$16 50	Motor Vehicle Sales Tax	
Mileage Now:		Transmission:		State/Deputy Filing Fee	\$22 00	Service Contract	
Does your trade-in have a branded title or Insurance Salvage History? <input type="checkbox"/> YES <input type="checkbox"/> NO				Lien Recording Fee	\$4 00	Document/Admin Fees	\$200 00
Is the pollution control equipment on your trade-in intact and in operating condition? <input type="checkbox"/> YES <input type="checkbox"/> NO				Tip Tax / Tech Fee	\$44 50	Handicap Options	
Dealer's Disclaimer of Warranty Unless the vehicle is sold with a separate written dealer warranty or the dealer enters into a service contract with the buyer, the vehicle is sold "AS-IS". Dealer expressly disclaims all warranties, either express or implied, including the implied warranties of merchantability and fitness for a particular purpose. The entire risk of the quality and performance of the vehicle is with the buyer. Important: A manufacturer warranty may apply				TOTAL LICENSE AND FEES			\$195 00
				SUBTOTAL			\$255,931 00
				Less Amount Submitted With Order (-)			
				Plus Balance Owing To Lienholder On Trade In (+)			
				TOTAL AMOUNT DUE ON DELIVERY			\$255,931 00

The front and back of this CONTRACT comprise the entire CONTRACT affecting this purchase. The DEALER will not recognize any verbal agreement, or any other agreement or understanding of any nature. You certify that you are 18 years of age or older, and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the contract signed in the dealership on the dated noted at top of this form.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

Notice of salesperson's limited authority. This contract is not valid unless signed and accepted by Sales Manager or Officer of Dealership.

Accepted: _____

X

Buyer's Signature Accepting Terms of Contract

_____ Please acknowledge, by initialing, you have read & agree to the "Additional Terms and Conditions"

ADDITIONAL TERMS AND CONDITIONS OF THIS VEHICLE PURCHASE CONTRACT

1. **Definitions:** As used in this CONTRACT, "YOU" or "YOUR" means the buyer and co-buyer. "I", "ME", or "MY" means the seller or dealer. "VEHICLE" means the car, truck, or other vehicle described on the front of this CONTRACT including all the options listed. "Manufacturer" means the company which makes the VEHICLE. "Trade-In" means the vehicle that YOU trade to ME in partial payment for the VEHICLE.
2. **Purpose:** By signing the CONTRACT, YOU agree to buy the VEHICLE from ME. By accepting this CONTRACT, I agree to deliver the VEHICLE to YOU if the VEHICLE is in my inventory. If the VEHICLE is not in my inventory, I agree to order it from the Manufacturer. After receiving the VEHICLE from the Manufacturer, I agree to deliver the VEHICLE to YOU.
3. **Price Changes by the Manufacturer:** The VEHICLE price stated on the front of this CONTRACT is based on the current price the Manufacturer charges ME. At any time before I receive the VEHICLE, the Manufacturer has the right to raise the price it charges to ME. If the Manufacturer does raise the price, I may raise the price to YOU by the same amount. If I do raise MY price, YOU may cancel the CONTRACT and get back any down payment YOU have made. If I have not already sold the Trade-In (See Paragraph 4), YOU may have the Trade-In back by paying ME the reasonable cost of storage and any repair work or reconditioning I may have done.
4. **Trade-In:** If YOU are using a Trade-In to partially pay for the VEHICLE, YOU may deliver the Trade-In to ME either when YOU sign this CONTRACT or when the VEHICLE is delivered to YOU. If YOU do not deliver the Trade-In to ME when YOU sign this CONTRACT, YOU agree that at the time YOU deliver the Trade-In, I may reinspect the Trade-In and lower the allowance stated on the front of this CONTRACT. If I do lower the allowance, YOU may cancel this CONTRACT and get back your cash down payment. If YOU deliver the Trade-In when YOU sign this CONTRACT, I may sell the Trade-In at any time and at any price I think proper. If this CONTRACT is cancelled and I have already sold the Trade-In, I will pay YOU the price I received for the Trade-In minus 15% commission, minus any money I spent repairing, storing, insuring, or advertising the Trade-In, unless otherwise required by law.
When YOU deliver the Trade-In to ME, YOU guarantee that YOU own the Trade-In free and clear and agree to furnish proper proof of ownership, including the Certificate of Title. If any outstanding security interests are attached to the Trade-In vehicle, YOU are obligated to satisfy the debt secured and to obtain a release of all liens. If I arrange payment of the debt, and the total amount is greater than the amount shown on this CONTRACT as the balance owing to lienholder, YOU agree to pay the difference to ME in cash immediately upon notice of the deficiency. If the debt is less than the amount shown, I will refund the surplus to YOU.
5. **YOUR Refusal to Take Delivery:** Unless YOU cancelled this CONTRACT under paragraphs 3 or 4, I will retain the cash down payment YOU gave ME as an offset to MY damages if YOU refuse to complete the purchase. YOU are also responsible for any other damages which I may incur as a result of YOUR failure to perform YOUR obligations under the terms of this CONTRACT. If YOU have delivered the Trade-In to ME when YOU signed this CONTRACT, I may retain the Trade-In and sell it to reimburse MYSELF for the expenses of repairing, storing, or reconditioning the Trade-In and for other expenses or losses I may incur as a result of YOU failed to perform YOUR obligations under this CONTRACT.
6. **Design Changes by the Manufacturer:** The Manufacturer has the right to change the design of the VEHICLE, its chassis, its parts or accessories at any time without notice to YOU or to ME. In the event of a change in design, I have no duty to YOU except to deliver the VEHICLE as made by the manufacturer.
7. **Delays in Delivery:** I am not responsible for delays in delivery caused by the Manufacturer, or by accidents, fires, or other causes beyond MY control. I do not control the Manufacturer and am not part of the Manufacturer and do not work for the Manufacturer.
8. **Taxes:** The price of the VEHICLE does not include federal or state taxes or any other tax or governmental fee. YOU must pay ME the proper amount of any tax or governmental fee which applies to this sale.
9. **Pollution Control Certification:** I certify to the best of MY knowledge that the pollution control system on the VEHICLE including the restricted gasoline pipe has not been revised, altered or rendered inoperative.
10. **New VEHICLE Disclaimer of Warranties:** If YOU are buying a new VEHICLE, the VEHICLE will come with a Manufacturer's warranty which is a promise from the Manufacturer directly to YOU. Unless otherwise agreed in a separate document (see Paragraph 12 below), I expressly disclaim all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. I sell the VEHICLE "AS IS" and make no guarantees of any kind about the VEHICLES's quality or performance. YOU have complete responsibility and all the risk for any problems with the VEHICLE.
11. **Use VEHICLE Disclaimer of Warranties:** Except as may be provided in the Buyer's Guide Window Form and a separate warranty document (see Paragraph 12 below), if YOU are purchasing a used VEHICLE, I expressly disclaim all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. I sell the VEHICLE "AS IS" and make no guarantees of any kind about the VEHICLE's quality of performance. YOU have complete responsibility and all the risk for any problems with the VEHICLE. I do not guarantee that the VEHICLE will pass an exhaust emissions inspection.
12. **Dealer Warranty Service Contract:** If I give a warranty on a used VEHICLE or YOU purchase an extended service contract on a new or used VEHICLE, I may not disclaim implied warranties of merchantability or fitness for a particular purpose.
13. **Used VEHICLE Window Sticker Form:** If YOU are purchasing a used VEHICLE or a demonstrator, the information YOU see on the window form for this VEHICLE is part of this CONTRACT. Information on the window form overrides any contrary provisions in the CONTRACT of sale. (La información que aparece en la ventanilla de este vehículo forma es parte de este contrato. La información contenida en el formulario de la ventanilla anula cualquier prevision que establezca lo contrario y que aparezca en el contrato de venta.)