



Vegas Vista Academy Transportation Plan and Funding Application

2 APPLICATION COVER SHEET

2.1. GENERAL INFORMATION

Charter School/Holder: Vegas Vista Academy

Campus Name: Vegas Vista Academy

Sponsor Name: Nevada State Public Charter School Association

School Year: 2024-2025

Title I Status: School will be identified as Title I for the 24-25 SY

Street Address: 5355 Madre Mesa Drive

City: Las Vegas State: Nevada Zip: 89108

Primary Contact Name: Dr. Benjamin Feinstein, Executive Director

Phone Number: 702-301-7983 Email: drbfeinstein@vegasvistaacademy.org

2.2 APPLICATION SUBMISSION

Date of Charter School's Board's Approval of Transportation Plan: March 6, 2024

As Attachment 1, provide the copy of the board meeting minutes, draft or final, for the meeting in which the governing body authorized the submission of the transportation plan and funding request. Note that sample board motions for the approval and submission of the transportation plan can be found in Appendix B.

2.3 EXECUTIVE SUMMARY

Total Amount Requested: \$57,720.00

Briefly describe the transportation plan and how you plan to use the requested funding, if approved. (300 words or less)

Vegas Vista Academy will use some of the requested funding to provide transportation to and from school for families that live over 2 miles away from our Águilas location. A central part of Vegas Vista Academy's mission is to break down barriers and facilitate equity and access to world class education. One big barrier for our families is transportation. VVA families are able to get their children to many of our community partner locations, including several Acelero preschools and the Heinrich YMCA. Because families are able to get their children to these locations but not to our school site, we plan on using our community partner locations (Aceleros, YMCA, etc) for bus stops. VVA will also use a portion of the funds to manage our transportation program, including hiring an experienced tech-enabled transportation manager, 4MATIV Technologies, to subcontract and manage our bus vendor (and any other vendors we might need in the future), manage routing, oversee the operation by way of their GPS tracking system, and operate a customer call center for our parents and has a hub for all communications between schools staff, any and all vendors and families. 4MATIV's technology also helps manage route change requests and the school's daily dismissal plan. Lastly, if we succeed in Q1 of SY24-25 and achieve at least 200 enrollment, we plan to amend our grant request to purchase a smaller van (10 passenger) and insurance for staff and school use.

2.4 ACKNOWLEDGEMENT

The school acknowledges the following:

- Charter schools that are awarded funding for daily transportation to and from school may not charge any fees for daily transportation to and from school.
- Charter schools providing transportation are responsible for complying with all applicable state and federal laws and regulations pertaining to the transportation of students.
- A school that receives an award will be reimbursed for expenditures made, upon submission of proof of payment of those expenditures. A school that receives an award may request a waiver to the reimbursement requirement. Waiver requests must be made in writing, thoroughly articulated, and aligned to the transportation plan.
- Before implementing an approved transportation plan a charter school must provide the following, as they pertain to the components of the transportation plan:
 - o Provide evidence of proper insurance coverage pursuant to NRS 386.795;
 - o Provide evidence that any school buses have inspected by the Department of Public Safety to ensure that the vehicle is mechanically safe and meets the minimum specifications established by the State Board of Education;
 - o Provide written attestation that any vans or other vehicles that are designed for up to 10 passengers are in good repair pursuant to NRS 386.830; and
 - o Complete the driver certification form demonstrating that bus, van, or other vehicle driver(s) have met all training, testing, and fingerprinting requirements.
- Charter schools providing transportation are required to submit certain reports to the Nevada Department of Education, including but not limited to the Annual Transportation Report and the Stop Arm Violation Report.

Dr. Benjamin Feinstein
Primary Contact Name

March 8, 2024
Date



Signature

3 TRANSPORTATION PLAN

3.1 DEMONSTRATION OF NEED

1) Describe the current transportation options available to students and identify the gaps and limitations. Include data on the number of students who need transportation and their geographic distribution.

VVA is a newly authorized charter school, planning on opening in Fall of 2024 with students in grades K-3. As we are new and our students are in grades K-3, there are currently no transportation options available to many of our families.

We have just begun to enroll students for the upcoming school year. Preliminary data shows that of the 52 students who have started the enrollment process, 8 of those families live within 2 miles of the school. 44 families live outside of a two mile radius of the school. We also have interest from several families at each of the following preschools, all of whom indicated that they would be interested and need transportation to VVA: Acelero Strong Start (Pinto Lane); Acelero Twin Lakes (Lorenzi); Acelero Stupak CC; Acelero Gates; Acelero Rancho; Heinrich YMCA Nevada Ready Preschool; and Durango Hills Nevada Ready Preschool.

2) Describe how the school's Transportation Plan, if approved and funded, is likely to materially improve access to education in the region served by the transportation plan.

Given the fact that the majority of our families will not be able to attend VVA without transportation, our transportation plan will allow those students to have access to the excellent education that VVA will provide.

3.2 PROGRAM DESIGN

1) Describe the transportation program. Include the following:

a. How do you plan to provide transportation to students?

VVA will be engaging 4MATIV as our prime contractor and who will subcontract and manage American Transportation to provide daily bus transportation to and from school. 4MATIV is coordinating and managing American for several schools for SY24-25 and this enables them to create route “stacks” across schools so all participating schools can benefit from shared pricing with American. As we grow and add our own in-house van or other services, 4MATIV will support managing all our modes and extracurricular transportation needs. Initially, we plan on setting up one bus route with stops at the previously mentioned Acelero preschools and the Heinrich YMCA. Students will be picked up and dropped off at their designated stops.

b. How many students will be served by the proposed transportation plan?

Based on our current data, over 50% of VVA students will be served by our plan. That number and percentage will change as we continue to enroll students.

c. What grade levels will be served by the proposed transportation plan?

VVA students in grades K-3 will be served.

d. What geographic area(s) will be served by the proposed transportation plan?

As indicated, our proposed plan will serve students living near the following: Acelero Strong Start (Pinto Lane); Acelero Twin Lakes (Lorenzi); Acelero Stupak CC; Acelero Gates; Acelero Rancho; Heinrich YMCA Nevada Ready Preschool; and Durango Hills Nevada Ready Preschool. We will not limit the geographic reach of the transportation plan to these areas, as long as parents are able to get their students to one of our designated stops.

e. Describe all policies pertaining to the transportation program such as student eligibility, how students will be prioritized if the transportation program is oversubscribed, etc.

Eligibility: Any fully enrolled VVA student who lives 2 miles or more from the school is eligible for transportation.

Priority: During our first year, priority will be given to students on a first come, first served basis. In the second year and beyond, priority will be given to those students who have already been in the program, and to siblings of students in the program.

f. Describe the implementation timeline for the transportation program.

March 6, 2024:	Board Approval
March 15, 2024:	Plan Submission to SPCSA on or Before 3/15/24
April 1, 2024:	SPCSA Board Meeting - Approval of VVA Plan

April 30, 2024: Fully engage and contract with 4MATIV and American Transportation to plan for SY24-25 launch for before and after school bussing

August 5, 2024: School year begins; Begin transportation services

2) List and thoroughly describe any partnerships or contracts under which the school may provide the transportation services. As Attachment 2 provide a copy of the contract (or draft contract).

VVA plans to fully engage and contract with 4MATIV and American Transportation to plan for SY24-25 launch for before and after school bussing. See attached DRAFT management agreement with 4MATIV and 4MATIV's DRAFT vendor sub-contract with American Transportation.

3) Describe the scope and scale of the transportation that will be offered:

a. Provide the number of vehicles, make and model of each vehicle, and capacity of each vehicle

One full sized Type C school bus will be provided by American Transportation and will run one approximately 40 minute route round trip each day. Year One: 1 bus and one route.

b. Provide the number of daily routes operated

Year one: One route

c. Provide the average number of students per route (to calculate the average number of students per route, take the total of students transported, including pre-K and special education, and divide by the number of routes).

44 (at this point), but up to 60 students will be able to ride safely each day.

4) Describe the proposed transportation routes and schedules, including a description of the pick-up/drop-off location(s) and how they comply with NRS 386.840. If possible, provide a tentative map of the transportation routes.

Morning Route (Pick Up):

1 - Acelero Stupak CC (Boston Avenue);

2 - Acelero Strong Start (MLK and Pinto Lane);

3 - Acelero Gates (Tonopah and Washington);

4 - Acelero Rancho (701 N. Rancho);

5 - Acelero Twin Lakes (Lorenzi Park);

6 - Heinrich YMCA Nevada Ready Preschool (Valley View and Meadows)

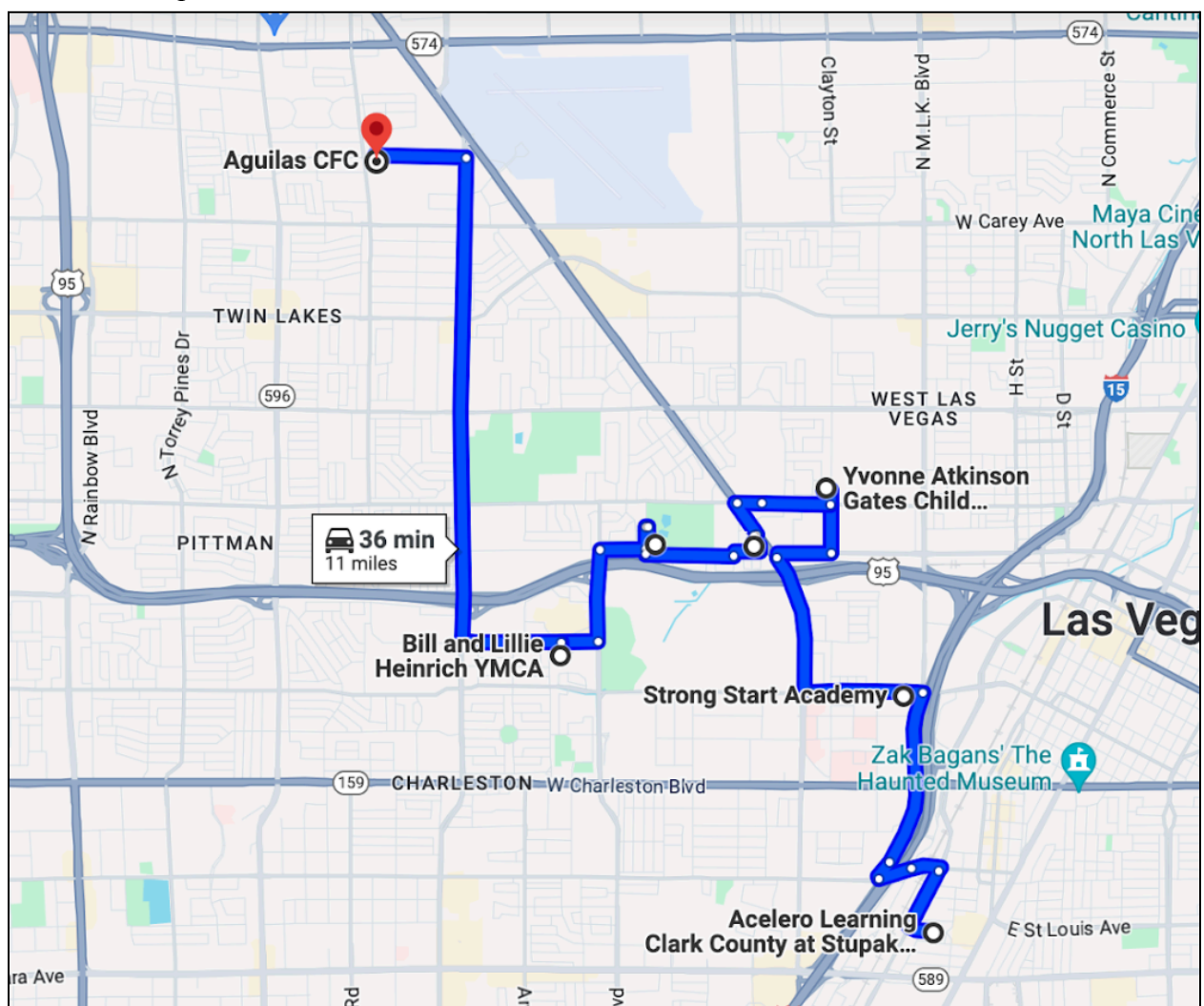
Drop Off: Águilas (5355 Madre Mesa Drive)

Afternoon Route (Drop Off):

Pick Up: Águilas (5355 Madre Mesa Drive)

- 1 - Heinrich YMCA Nevada Ready Preschool (Valley View and Meadows)
- 2 - Acelero Twin Lakes (Lorenzi Park)
- 3 - Acelero Rancho (701 N. Rancho)
- 4 - Acelero Gates (Tonopah and Washington)
- 5 - Acelero Strong Start (MLK and Pinto Lane)
- 6 - Acelero Stupak CC (Boston Avenue)

*See route map below:



5) Explain how the school will ensure compliance with Nevada’s School Bus Standards, and Nevada Revised Statutes and Regulations, particularly NRS 386.790 through NRS 386.845 and NAC 386.500 through NAC 386.555.

VVA will be employing 4MATIV to hire and manage American Transportation. American will be contractually required to meet all Nevada’s School Bus Standards and all relevant regulations mentioned here, and 4MATIV’s role will be to provide additional annual checks and basic oversight of the vendor to verify they meet all these and other requirements.

6) Describe how the school will comply with requirements and protocols for driver training and safety. For school bus transportation, confirm that the driver(s) of the school bus will meet the minimum qualifications as described in NRS 386.825 and describe how the school will maintain all required employer documentation per Nevada Department of Education regulatory guidance for school bus operations.

VVA will be employing 4MATIV to hire and manage American Transportation. American will be contractually required to meet all Nevada’s School Bus Standards and all relevant regulations mentioned here with respect to their driver(s), driver training, and vehicle(s), and 4MATIV’s role will be to provide additional annual checks and basic oversight of the vendor to verify they meet all these and other requirements.

7) Describe how the school and/or transportation vendor will ensure student safety, including complying with NRS 386.820, as applicable. Include:

a. The proposed schedule for practicing student evacuation

b. A description of the bus/vehicle safety program

VVA will be employing 4MATIV to hire and manage American Transportation. American will be contractually required to meet all Nevada’s School Bus Standards and all relevant regulations mentioned here with respect to their safety program, and 4MATIV’s role will be to provide additional annual checks and basic oversight of the vendor to verify they meet all these and other requirements.

8) Optional: For schools that intend to transport students to and from activities and programs, describe how the school and/or transportation vendor will comply with NRS 386.815 regarding operating a school bus for extended periods of time, if applicable. Note that transportation funding cannot be used to cover the expenses associated with field trips and extracurricular activities, unless the school is also providing transportation to and from school. However, SPCSA-sponsored schools should complete this question if they are seeking a transportation amendment and intend to transport students to and from activities and programs.

NOT APPLICABLE

3.3 SCHOOL INFORMATION

1) Explain why academic, financial and organizational performance of the charter school indicates the transportation plan is in the interest of the students who will be served by the transportation plan.

VVA's educational model has a unique and specific focus on community service learning and experiential education. As such, field trips and experiences are an integral part of our curriculum, and we intend to provide all students with safe and reliable transportation to and from all school trips and activities. We are functioning in conjunction with a large number of community partnerships, many of whom will be covering or partially covering the costs of field experiences for VVA students. While this will help, our partners are not able to cover the costs of transportation for students to and from offsite locations.

Regarding daily transportation, with the overwhelming majority of our families in need of transportation, the enrollment of the school would drop significantly if we are not able to provide a transportation option. Financially, this would mean a significant decrease in our operating budget and state revenues, which would greatly compromise the agility and feasibility of our program.

2) For charter schools not sponsored by the SPCSA, provide a summary of any findings under the Authorizer's Performance Framework (NRS 388A.273) for the preceding three years and the actions taken by the school to address the findings. Include as Attachment 3 copies of the Authorizer's Performance Framework reports for the preceding three years.

NOT APPLICABLE

3) For schools not sponsored by the SPCSA, provide as Attachment 4 the current charter contract, including evidence that the school has been approved to provide transportation. If the school has not been approved to provide transportation, describe the school's plans to receive approval pursuant to NAC 388A.330(4).

NOT APPLICABLE

4 BUDGET

1) What is the total number of students enrolled at the charter school campus based on the most recent Average Daily Enrollment (ADE) from the 2023-24 school year? New schools and those schools that were approved for an Exceptional Enrollment Growth Adjustment (EEGA) should report the audited enrollment number. For schools opening in fall of 2024, it is recommended that the school plan to apply for approximately 50% of the approved enrollment cap. If a new school is approved for and receives funding at 50% of the enrollment cap but the preopening enrollment audit does not reflect the school will achieve that enrollment amount, the SPCSA may true-up the awarded funding and recoup the disbursed funds.

50% of our cap would be 100 students.

2) As Attachment 5, provide a copy of the most recent ADE report. New schools and those schools that were approved for an Exceptional Enrollment Growth Adjustment (EEGA) should provide a copy of the signed funding request.

NOT APPLICABLE

3) Which county is the charter school campus located in?

Clark County

4) Use the Transportation Budget Workbook to show how the transportation funds requested will be used to support the school's proposed Transportation Plan. For each item in the budget include Object Code; Function Code; Quantity; Salary, Rental or Unit Cost; and Narrative. The Narrative should include details on the purpose, justification for the cost, and the cost calculation. Submit the Transportation Budget Workbook as Attachment 6.

See attached budget with narrative notes.

5) If necessary, provide any additional narrative in support of the budget details.

See attached budget with narrative notes.

ATTACHMENTS

Attachment 1: Board meeting minutes, draft or final, for the meeting in which the governing body authorized the submission of the transportation plan and funding request.
Attached to email (Authorization and Approval is found in Agenda item VII.B.8.).

Attachment 2: Copy of vendor contract (or draft contract), if applicable
Attached to email (Draft Student Transportation Service Agreement and Draft Management Service Agreement attached).

Attachment 3: Authorizer's Performance Framework reports for the preceding three years (non-SPCSA sponsored schools only)
This item does not apply to our application.

Attachment 4: Current charter contract, including evidence that the school has been approved to provide transportation (non-SPCSA-sponsored schools only)
This item does not apply to our application, as we are an SPCSA-sponsored school.

Attachment 5: Most recent ADE report (New schools and those schools that were approved for an Exceptional Enrollment Growth Adjustment (EEGA) should provide a copy of the signed funding request)
This item does not apply to our application.

Attachment 6: Transportation Budget Workbook

Our Transportation Budget Workbook can be seen here:
[Vegas Vista Transportation.Budget.Workbook MARCH2024](#)

Appendix A: Good Cause Letter



March 10, 2024

To Whom It May Concern:

This letter is provided to formally request a Good Cause Exemption to amend the Vegas Vista Academy charter contract outside of the traditional amendment cycle. This request was approved by the Governing Body of Vegas Vista Academy on March 6, 2024. The attached amendment application would formally establish transportation services to and from school at Vegas Vista Academy. Transportation would begin on or about August 5, 2024.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be "B. Feinstein".

Dr. Benjamin Feinstein
Executive Director
Vegas Vista Academy
5355 Madre Mesa Drive
Las Vegas, NV 89108
702-301-7983
drbfeinstein@vegasvistaacademy.org

Transportation Management Services Agreement
by and between
[SCHOOL] and 4MATIV Technologies, Inc

This Agreement is made this 1st day of July, 2024, by and between [SCHOOL], a Nevada non-profit company (the “School” or “Client”) and 4MATIV Technologies, Inc, a Delaware corporation, doing business as “4MATIV” (“4MATIV” or “Contractor”).

Recitals

A. The Client is an independent charter school in the State of Nevada. Client intends to contract with the Contractor to manage the daily transportation of its students attending the School. The Contractor will act as a broker and manager of Service Providers providing School transportation in buses, vans, TNC vehicle and taxis for students attending the School, including what the School has identified as General Education (GenEd), Special Education (SPED), Homeless & Highly Mobile (HHM) or McKinney-Vento (MV) and students in Foster Care. Contractor will also serve a coordination and management function for one or more systems of mobility support for the Client’s students including transit passes, parent carpooling, parent reimbursement, and others as defined in this Agreement.

B. Currently, the School may use contracted service providers to transport students to and from the School. Under this Agreement, the direct relationships between the School and any other existing service providers will cease and the 4MATIV will negotiate and contract directly with one or more Service Providers, who will then be sub-contracted by 4MATIV as approved by the School.

C. Contractor agrees to use its expertise in conducting the daily trip routing and management of the Service Providers, which may alter how trips are assigned among Service Providers as well as the mix of vehicles and supply options used. In addition, Contractor will negotiate all agreements with the Services Providers, approve invoices for payment and manage payments to the Service Providers with pass-through funds to be provided by the School.

NOW, THEREFORE, in consideration of the mutual covenants and conditions and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. General Scope of Work

1. The School hereby retains and employs the Contractor to provide school transportation management services and technology now or hereafter existing to the end that the Contractor shall negotiate and contract with and, thereafter, manage the school transportation Service Providers, as necessary for the efficient and cost-effective operation of the School's student transportation system. The Contractor agrees to endeavor to manage, supervise and operate the School's student transportation service in an efficient and economical manner. The School's student transportation shall be operated over the routes, on the schedules, and by the Subcontractor and vehicles, as best determined by the Contractor and approved by the School, working cooperatively with the School on a daily basis, with the priority of safety first and cost savings and efficiency the next most important objectives, while assuring reliable and timely service for the school and students' families. For purposes of clarity, this Agreement may be the result of an award to 4MATIV following a Request for Proposal ("RFP") and a proposal from 4MATIV in response thereto the ("Proposal"). Any and all references herein to the RFP or Proposal are applicable only to the extent that this Agreement was based upon the same. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, the RFP, and the final Proposal as accepted by the School. The RFP and Proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement shall control over the RFP and the Contractor's Proposal in that descending order of precedence.

1.2 More specifically, the Contractor shall employ its best efforts to do the following:

- Negotiations and contracting with all Subcontractors and other vendors consistent with the terms of the School's RFP (if applicable), 4MATIV's Proposal, and other directions or guidelines from the School.
- Ongoing contract compliance monitoring of Subcontractors, including but not limited to:
 - Remote monitoring of their operations, including dispatch, safety, training, and maintenance;
 - Annual on-site spot audits of facilities, driver and vehicle files;
 - Compliance with state law, 4MATIV operating agreement and RFP requirements with respect to vehicles, drivers, insurance, required inspections, licensures, background checks, record-keeping, COVID-19 infection prevention, and other general administrative duties consistent with its management role.
- Set-up and integration of Subcontractor, 4MATIV and School data and reporting systems for routing/scheduling, dispatch, vehicle tracking, on-time

performance monitoring, retrieval of camera footage, communications, safety/ incident response and reporting, and billing;

- Validation and processing of Subcontractor and vendor billings before the School is billed;
- Consolidated and simplified billings to the School from the Contractor, following by prompt payment of all the Subcontractors directly;
- Maintenance of proper and detailed data to ensure seamless reporting of SPED, HHM/MV and Foster Care services.

1.3 In addition, the Contractor shall be an active remote manager of transportation operations, working with the support of in-house operations staff, curbside support staff, and School leaders off-site as necessary and with occasional (one per month or as requested) on-site visits to manage:

- Coordinating the routing/scheduling and route optimization across the various transportation vendors in cooperation with in-house School staff to optimize the system for cost efficiency, service/satisfaction, and on-time performance;
- Operation monitoring and remote on call support from 5AM-8PM daily via phone, text, and email;
- Ongoing route change management and communications to schools and families of changes;
- Operational data gathering, analysis, and integration/deployment of the 4MATIV TOMS system;
- Training of school “power users” for the self-service components of 4MATIV’s TOMS system;
- Follow-up and resolution on all service issues and contract compliance issues with families and school staff, dedicated service email account monitoring and text/call hotline and operational text groups for staff;
- Regular and responsive hotline text/call center communications with parents and staff;
- Strategic guidance on on-site operational procedures including dismissal, unloading, and vehicle flow;
- Budget reforecasting of all transportation costs; and
- Other regular reporting to the school board as requested.

4. The School will be responsible for all the payments to the Subcontractors and other vendors for their services, but the billing and payments will flow through 4MATIV in order for 4MATIV to assist the School in its effort to pay only for services that are eligible, needed, and dutifully performed. 4MATIV will invoice the School for the prior month of subcontractor costs by the 5th of each subsequent month following service. Should payment from the School to 4MATIV for services rendered be delayed more than 30 days after receipt of an approved invoice, the School shall be in default under this Agreement and Subcontractors may, upon two (2) weeks' notice to 4MATIV and the School, suspend services until payment is made in full. The School may also be responsible for pass-through late payment fees or interest charges to vendors for payments that come later than 30 days from receipt of an approved invoice from 4MATIV.

Section 2. Effective Date and Term

2.1 The initial term of this Agreement shall commence on July 1st, 2024 (the "Effective Date"), and expire twenty-four (24) months thereafter, on June 30th, 2026, unless earlier terminated as provided herein.

2.2 The Client will have two (2) consecutive 12-month options to extend upon the same terms and conditions, exercisable in writing not less than ninety (90) days prior to the expiration of the then-current term.

Section 3. Subcontracted Services

3.1 The Contractor shall subcontract with transportation service providers approved by the School to provide the student transportation (the "Subcontractor" or "Subcontractors"). Every contract entered into between the Contractor and a Subcontractor shall incorporate expressly or by reference all of the terms, conditions and requirements of transportation providers for the School as set forth in the RFP (if applicable) or as dictated elsewhere in writing by the School. Without limitation, all subcontracts shall contain the requirements for the following:

- All vehicles used in transporting students will be required to conform to all federal, state and local laws, rules and regulations regarding age, condition, size, comfort, safety equipment and communication and GPS tracking devices, and required maintenance schedules.
- The Subcontractor will be required to employ a sufficient number of drivers of an age no less than 19 years and a reasonable number of standby drivers to assure that the contracted services requested are provided in a continuous and reliable manner. All drivers will be required to meet the minimum state requirements to obtain a commercial driver's license of the appropriate class for the vehicle they are to

- operate, with a valid passenger and school bus endorsement.
- All Subcontractors shall be obligated to comply with all requirements related to employee background checks and screening as required by state and local mandates.
- All drivers will be required to have in their possession a valid Nevada Commercial Driver's License for the class of vehicle operated.
- The Subcontractor will have a comprehensive training program accessible for drivers operating their vehicles, which will conform to the School Bus Training requirements in state statute.
- Motor vehicle liability, umbrella liability insurance and workers compensation insurance in limits required by the RFP and Nevada law and naming the School as “additional insured”, and the Contractor as "named insured” and otherwise meeting all requirements set forth in the RFP or otherwise dictated in writing by the School.

Section 4. Key Team Members

Contractor shall provide only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor shall comply with Client’s reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at Client’s request, must be supervised by Contractor. The Contractor agrees that the following Key Team Members shall be committed and assigned to provide services under this Agreement to the level required for the term of the Agreement for all such time:

Carl Allen, Principal/4MATIV CEO
Jasmine Singh, Senior Account Manager
Kelly Collver, Account Manager

Section 5. Compensation of Contractor

5.1 The total compensation to be paid to the Contractor shall be based upon an agreed upon annual budget and shall be comprised of two fees: a fixed Annual Management Fee (“AMF”) and a Maximum Annual Service Fee (“MASF”), which shall include the AMF. Taken together, the compensation to the Contractor shall be referred to collectively as the **Maximum Annual Service Fee** or **MASF**.

5.2 **Fixed Annual Management Fee (“AMF”)**. The agreed upon AMF shall be included within the MASF invoiced the School as set forth in Section 5.3 below. The AMF shall compensate the Contractor for the managerial, administrative, technical services, transportation planning, guidance, and technology tools and licenses provided by the Contractor, invoiced as set forth in the attached revised Schedule A, and shall be invoiced on a monthly or semi-monthly basis to the Client as the parties may agree. Should the Effective Date or the date of termination or expiration of this Agreement occur on any day other than the first day of a calendar month, the AMF for that particular month shall be prorated based on

a 30-day month.

5.3 Maximum Annual Service Fee (“MASF”) For each contract year, 4MATIV and the School may agree on a maximum annual service fee for all basic home-to-school-to-home transportation and management services, including for each or a combination of yellow bus (“GenEd”) and for van/taxi/TNC transportation of GenEd students, Special Education (Van-required) or Homeless & Highly Mobile categories (“SPED/HHM”), and other budget categories as set forth in schedule A. At or before the start of the school year, a “baseline MASF” budget may be agreed upon and set for the school year to cover the anticipated cost of the basic transportation services in one or a combination of budget categories and all 4MATIV management services for that year. The baseline SPED/HHM MASF shall not include field trips, athletics, additional services provided outside the main calendar school year (e.g. ad hoc on demand trips, one-off field trips, math camp or special summer camps), or daily discretionary “extra trips” arranged at the behest of the school when a service provider is not proven to be at fault for causing the extra trip (collectively referred to as “Extra Services”). Unless revised by agreement of the parties, and excepting for Extra Services, the maximum MASF when defined in Schedule A may serve as an annual cap on the total MASF compensation to 4MATIV for the School. To the extent that costs for transportation services to the Contractor exceed the budgeted MASF for the school year, except for Extra Services or agreed upon adjustments to MASF as provided in Section 5.4 below, those costs exceeding the budgeted or adjusted MASF shall be borne by the Contractor.

5.4 The MASF may be adjusted from time to time as the parties may agree during or at the end of a school year as follows:

a) **Total Actual Daily Routed Membership (“ADRM”) & Total Van-routed ADRM (“VADRM”) baselines:** As part of the budgeting process and negotiation of an MASF, the parties shall agree upon what is anticipated to be the Total Actual Daily Routed Membership (“ADRM”) and Total Van-Routed ADRM (“VADRM”) numbers as baselines in each relevant MASF categories.

b) **Adjustments to the MASF:** The maximum MASF budget amount shall be subject to revisions up or down for changes to the ADRM and VADRM baselines, and thereby adjusting calculations of any gain-sharing with, the School, as follows:

i. If the School’s final average VADRM (the actual average daily routed number of van students over the course of the school year) has increased beyond their VADRM baseline budgeted and set forth in revised Schedule A at the start of the school year, the MASF shall be increased by the average vendor cost per VADRM times the number of VADRM units in excess of the baseline;

ii. Or, if the parties otherwise agree, on a case-by-case basis, if students are added by the School where the cost to transport those students is significantly beyond the average/expected cost (for reasons of distance, special accommodation, or otherwise), or where thresholds of capacity limits due to COVID-19 (or similar pandemic

condition) are reached requiring the addition of routes or vehicles to the budgeted plan, then 4MATIV and the School shall agree upon a fair adjustment to the MASF. For instance, the MASF may be increased, with mutual agreement by the parties, by the simple incremental per vehicle per day costs of additional vehicle capacity required (especially because of COVID-19 capacity constraints) to add additional students from the baseline projection and initial routed configuration of students.

iii. If there is a change (up or down) in the number of planned distance learning days or if the number of expected in-person learning days is reduced due to unanticipated closures because of COVID-19, the MASF will be adjusted on a pro-rated daily basis, while also maintaining agreed-upon contractor and sub-contractor compensation rates as defined in Section 8.e) below or as set forth by Nevada executive order or statute.

5.5 Annualized Per Student Cap-Based Billing: As agreed by the parties in lieu of or in addition to a MASF or aggregate cap on spending in any student transportation category, the Contractor may implement a Per-Student Cap-Based Billing with Gain-sharing formula as applied to a specific subgroup of transported students where needs may be more variable.

As with an MASF, per student cap-based billing shall also be subject to adjustment as the year goes on if specific outlying students are added that have far beyond the average mileage of the student body, require to ride alone, or require other specialized accommodations. The parties may negotiate on a case-by-case basis for either pass-through costs outside the annualized per student cap for these students or for an adjustment to the cap.

5.6 Additional Compensation. Gain-Sharing/Efficiency Incentive Rebate:

Monthly Gain-Sharing: Savings generated relative to the budgeted/expected monthly service costs as defined by an MASF or as defined in a per student annualized cap may be “rebated” to the School monthly on monthly invoices utilizing a gain-sharing formula as the parties shall agree, so the School’s billed amount will be discounted by an agreed upon percentage saved below the budgeted and invoiced amount.

5.7 Further Adjustments. The Parties agree to meet regularly or as requested by either party to review the billing procedures and to make any adjustments to the manner of processing monthly invoices to ensure that the letter and spirit of this Section 5 is being implemented as agreed.

Section 6. Insurance; Indemnity

6.1 Required Coverages. Contractor shall require all Subcontractors to maintain in force during the full term of the Agreement, the following insurances protecting the School, and each of their boards, officers, employees and agents, Subcontractor’s drivers and other personnel as “additional insureds” Contractor shall require all Subcontractors to maintain in

force during the full term of the Agreement, insurance protecting the Contractor as “named insured.” Subcontractors will be required to provide the above referenced insurance with the following minimum limits:

Automobile Liability Insurance	\$1,000,000 Combined Single Limit
Commercial General Liability Insurance	\$1,000,000 Per Occurrence and \$2,000,00 in the annual aggregate
Worker’s Compensation	Statutory

6.2 The School shall add and maintain 4MATIV to its commercial general liability insurance policy or policies, at its sole cost and expense, as a named insured. Said policy or policies shall be primary coverage without right of subrogation against the Contractor or any of its members, managers, employees or agents.

6.3 Contractor agrees to require Subcontractors to provide the School with a certificate of insurance evidencing such coverages and designating the School and Contractor as an additional insured with respect to Automobile Liability. Worker’s compensation insurance shall be maintained as required by law. All insurance policies shall provide that no coverage shall be cancelled except by thirty (30) days written notice to the School and 4MATIV.

6.4 All insurances required of any Subcontractor shall be maintained at the sole expense of the Subcontractor. Contractor shall not be responsible to the School or any other third party for the financial or other failure of any approved insurance company to pay claims under any policy or the lapse or absence of required insurance occurring without the actual knowledge of 4MATIV.

6.5 Except to the extent covered by any insurance obtained by the School on which the Contractor is a named insured for such insurance risk, Contractor agrees to indemnify and hold harmless the School, their agents, officers and employees from and against any and all claims, demands, causes of action or other liability including attorneys' fees (collectively, “the Claims”), on account of damages arising out of the services to be performed by the Contractor, its agents, employees and Subcontractors; provided, however, that in no event shall the total liability of the Contractor to the School, including this indemnification of the School by the Contractor, exceed the greater of the total amount of compensation paid or payable to the Contractor under this Agreement or any available insurance applicable to the Claims required under this Agreement.

Section 7. Interruption of Service

The Contractor shall not be liable to the School for any failure, delay or interruption of service, nor for any failure or delay in the performance of any duties and obligations under this Agreement due to, without limitation, pandemics, government-ordered quarantines, strikes, Acts of God, adverse weather conditions, government restriction, enemy action, civil

commotion, default of any Subcontractor or other causes beyond the reasonable control of the Contractor.)

Excepting provisions for payments in the event of a pandemic-related closure or weather-related payment provisions herein, the School shall not be liable to the Contractor for any failure, delay or interruption of service, nor for any failure or delay in the performance of any duties and obligations under this Agreement due to, without limitation, pandemics, government-ordered quarantines, strikes, Acts of God, adverse weather conditions, government restriction, enemy action, civil commotion or other causes beyond the reasonable control of the Client.

Section 8. Operating Expenses

All expenses incurred by the Contractor that are reimbursable to the Contractor under this Agreement will be incurred and bound to the Contractor in accounts that bear the Contractor name. The Contractor agrees to prepare and verify vouchers, open such checking and other bank accounts as may be designated by the School, prepare checks for the signature of the person(s) designated by the School, and disburse funds for the payment of the reimbursed operating expenses of the school transportation service, which operating expenses are defined to mean and include, and are limited to, the following:

a) All invoices from approved Subcontractors and other vendors received by Contractor and approved by Contractor for payment by the School for transportation services. Payment will be made by the School within thirty (30) calendar days of receipt of an invoice from Contractor. Late payment fees of 3% of total invoiced amounts may apply after 30 days and if 4MATIV has given a school 7 days' notice of such penalty.

b) GenEd and SPED/HHM vendor costs and 4MATIV management fees will be billed on a monthly basis for 12 months starting upon contract commencement. 4MATIV will also credit the School at the close of each month for its agreed-upon share of pro-rated savings achieved below any agreed upon aggregate or per student budgeted cap for that month. In this way, the School will be "rebated" monthly for savings rather than being billed throughout the year according to the maximum annual fee/baseline.

c) "Extra Services" shall be billed to the School as a direct pass-through from providers to the School, plus an 10% management service fee, or some other percentage or fixed fee arrangement if mutually agreed by the parties. The cost reimbursement for any Extra Services plus management service fee shall not be calculated as part of the MASF. Extras shall include but not be limited to: field trips, summer or vacation "camps" or services, or other non-home-to-school services during the normal calendar school year.

d) In the event of a delayed start or closure period(s) due to COVID-19 or other pandemic, the School will follow relevant state statutes and directives with respect to any required vendor support payments during said period(s). The School agrees that unless

prohibited by state statute or if subcontractors are otherwise compensated or “made whole” by new state or federal funding to compensate Subcontractors during a pandemic-related closure period, it will continue throughout the closure period to fully compensate 4MATIV per the fixed management fee schedules outlined in this agreement, and it will compensate 4MATIV’s subcontractors at a rate of 80% - calculated as the average daily rate for all services occurring during the 14 school calendar days prior to the closure event.

e) The School agrees that for some planned “distance learning days” where no service or a subset or lesser variant of regular service is required and where at least 30 days written notice is given to 4MATIV of the planned distance learning days (if these are not on the originally agreed school calendar and reduce the total planned number of in-person days for the year), it will continue to compensate 4MATIV per the fixed monthly management fee schedules outlined in this Agreement, and it will reserve an amount for which 4MATIV may negotiate and allocate to subcontractors as appropriate potential additional compensation equal to 100% of the subcontractor rate for actual services provided to the School during the distance learning period (e.g. food deliveries, daycare service, etc.) but in no event less than 50% of the average daily rate for all regular recurring daily services occurring during the 14 days prior to the commencement of the planned distance learning days.

f) The School agrees that closings due to weather or other unplanned emergencies will be paid at a rate of 80% of the average daily rate for all regular recurring daily services.

g) Vehicles will be scheduled according to the daily AM & PM times as shown in the table below or as specified in the School’s RFP (if applicable). 4MATIV will provide Subcontractors with school calendars at the start of the school year showing school in session days and the dates of early releases. Any extra costs related to additional service days, impromptu early dismissals or late starts, will be the responsibility of the School and will be billed accordingly.

h) 4MATIV has negotiated tiered pricing with specific bus and van vendors and other providers on behalf of the School. School calendars for tiered routes across schools may not always align, however. In instances where one or two days in sequence are off while another tiered school is in session, Subcontractors will still honor the tiered pricing in their operating agreements. If one tiered school is not in session while another is in session for 3 or more days in a row, however, Subcontractors *may* bill a negotiated rate in order to cover driver and other fixed costs for those days, not to exceed 80% of a full untiered rate for the third such day and any consecutive day thereafter where one tiered school is not in session. 4MATIV will negotiate rates with the School on a case by case basis for those days when the School is in session three days or more beyond one of their counterparts with whom their routes may be paired.

	Address	Earliest AM Drop	Latest AM Drop	Earliest PM Pick	Expected PM Departure
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Agamim Classical Academy	5300 France Ave. S. Edina, MN 55410	8:30 AM	8:40 AM	Arrive 3:50 PM Load 4:00:00 PM	4:10 PM
Early Release (DOW)				N/A	N/A

Section 9. Duties Upon Termination

If this Agreement is terminated for any reason or is not renewed with the Contractor, the School shall assume or make arrangements for the assumption of all existing obligations or liabilities of the Contractor in connection with the providing of management services to the School's school transportation service, the furnishing of personnel necessary for the School's operation of its school transportation service, and all other undertakings by the Contractor hereunder unless such commitments, obligations, liabilities and undertakings have not been incurred as provided in this Agreement. Upon such termination, the Contractor shall deliver to the School or its designee all the records and other written data pertaining to the operation of the service maintained by the Contractor for the School under the terms of this Agreement; provided, however, that nothing in this paragraph shall require the Contractor to disclose information about its personnel in violation of any applicable law.

Section 10. Independent Contractor

It is mutually agreed that the Contractor is an independent contractor and its employees are neither employees nor agents of the School. As such, employees of the Contractor shall not be entitled to any employment benefits of the School such as, but not limited to, vacation, sick leave, insurance, worker's compensation, or pension and retirement benefits.

Section 11. Non-Waiver of Rights

It is agreed that the either party's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach shall not constitute a waiver of any rights under this Agreement.

Section 12. Access to Records/Audit and Inspection of Records

Contractor agrees to maintain and make available to the Client, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit Client to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related

to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not fewer than three (3) years after final payment under this Agreement or until after final audit has been resolved, whichever is later. Contractor shall include the same audit and inspection rights and record retention requirements in all Subcontracts. The Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until the School or any of its duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

Section 13. Student Data Privacy Protection

School and Contractor will cooperate to maintain confidentiality of personal student information for all students including student name, sibling name, address, parent name, phone numbers, or bus stop locations. All records relating to any student shall be subject to applicable federal and state student data privacy laws. The federal Family Educational Rights and Privacy Act (FERPA) generally provides that information contained in students' education records are private and that parents largely control the access to that information. Nevada law adopts the provisions in FERPA and includes some additional restrictions and requirements on the sharing of education data. Contractor shall require all Subcontractors to have a policy and practice in place at all times to fully comply with all student record and data privacy rights under federal and state law. Contractor and Subcontractors shall maintain the confidentiality of any information or data in its possession or control regarding a student and not disclose or disseminate the information or data without the prior written consent of a parent or guardian and without first contacting 4MATIV.

Section 14. Changes in Law and/or Regulations

The Parties understand that federal, state or local laws, regulations, policies, and related administrative practices applicable to this Agreement may be modified, amended or promulgated from time to time during the term of this Agreement. The Contractor agrees to comply with the most recent of such requirements that will govern this Agreement at any particular time. The Contractor's substantive failure to so comply shall constitute a material breach of this Agreement.

Section 15. Civil Rights

15.1 Nondiscrimination: The Contractor and Subcontractors shall assure and comply with all requirements of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sect. 2000d; 49 U.S.C. Sect. 5332; and DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. part 21, and any implementing requirements FTA may issue.

15.2 Equal Employment Opportunity: The Contractor or any Subcontractor may not discriminate against any employee or applicant for employment, because of race, color, age, creed, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. 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.

15.3 ADA Access, Access Requirements of Individuals with Disabilities: The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. Subsection 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended; 29 U.S.C. Section 794; 49 U.S.C. Section 5301(d).

Section 16. Notices

All notices, requests and other communications hereunder shall be in writing and shall be deemed to have been duly given if hand delivered, or mailed first class, postage prepaid, addressed to:

The School at:

Miranda Morton, Executive Director
Agamim Classical Academy
5300 France Ave. S.
Edina, MN 55410
mmorton@agamim.org

The Contractor at:

Carl Allen, CEO
4MATIV Technologies, Inc
959 Dayton Avenue
St. Paul, MN 55104
carl@4mativ.org

Section 17. Binding Effect and Assignment

This Agreement shall extend to and be binding upon the successors, heirs and assigns of the parties hereto, provided that the Contractor shall not assign or transfer its rights or obligations hereunder without the prior written consent of the School, and provided further that no person, firm or corporation contracting with the Contractor, and provided no Subcontractor, shall be subrogated to any of the Contractor's rights hereunder nor shall any of

said parties be deemed to be a third party beneficiary hereunder. The parties will make and execute all further instruments and documents required to carry out the purpose and intent of this Agreement.

Section 18. Entire Agreement; Modification; Savings Clause

This Agreement constitutes the entire agreement and understanding of the parties. No amendment or modification of any term or condition of this Agreement shall be binding unless made in a writing signed by the parties. If any section, subsection, paragraph, sentence, clause, phrase or portion of this Agreement is for any reason held invalid, unlawful or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

Section 19. Applicable Law; Jurisdiction

This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of Nevada, without reference to the conflict of law rules of that or any other jurisdiction. Any dispute that cannot be resolved through voluntary mediation shall be resolved in the federal or state courts of Nevada.

Section 20. Cooperative Drafting

This Agreement has been drafted through a cooperative effort of Client and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by independent legal counsel of its own choosing. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, the RFP, and Contractor's formal proposal as accepted by the School. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement shall control over the RFP and the Contractor's Proposal.

Section 21. Third Party Beneficiaries.

Nothing in this Agreement is intended to create any third-party beneficiary status or any rights in any third party to enforce this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate by their duly authorized officers and agents on the day and year first above written.

Agamim Classical Academy
A Nevada nonprofit company

Witness

By: _____

4MATIV Technologies, Inc
a Delaware Corporation

Witness

By: _____
Carl Allen, CEO

Schedule A

	Fixed Annual Management Fee (“AMF”)	Maximum Annual Service Fee (“MASF”)	ADRM	VADRM
SPED/HHM Transportation	33,000	<u>GenEd</u> TBD <u>SPED/HHM</u> TBD <i>*Inclusive of SPED/HHM, Management costs and per student targets for each campus at estimated average VADRM for the year</i>		
GenEd Transportation	20,000	<u>Annualized Per Student Cap-Based Billing</u> \$60/student/day	TBD	TBD

*Refer to “Section 5. Compensation of Contractor” & subsection “5.3 Maximum Annual Service Fee (“MASF”) MASF to be negotiated subsequent to execution of this agreement and attached as an annual amendment each contract year.

**Refer to subsection “5.4 a) Total Actual Daily Routed Membership (“ADRM”) & Total VADRM baselines” ADRM and VADRM baseline figures to be attached as an annual amendment each contract year.

Planned Schedule of In-Person & Distance Days, Compensation Rates for Sub-Contractors during Planned Distance Learning Days or Unplanned “Closure Days”

	Planned # Days	% Paid/Eligible
Total Number of Days	173	
Planned Distance Learning Days		50%
Unplanned "Closure Days"		80%
In-Person Days	173	100%

STUDENT TRANSPORTATION SERVICE AGREEMENT
for 4MATIV SY2024-2025 Schools
Transportation Services by and between
4MATIV Technologies, Inc. and VENDOR

Agreement (this “Agreement”) made this ____ day of June 2024, by and between 4MATIV Technologies, Inc., a Delaware Corporation, dba 4MATIV (hereinafter “4MATIV”) and _____, a [STATE] corporation, [ADDRESS] (hereinafter “VENDOR”).

Introductory Explanation

4MATIV has a management agreement with one or more independent charter schools within the service area of VENDOR to manage certain specialized student transportation of those schools, including [SCHOOLS] (the “School(s)”). 4MATIV and VENDOR intend by this Agreement for VENDOR to act as a subcontractor to 4MATIV in providing such student transportation services to the School(s).

Route maps shall be determined at the beginning of the school year, with transportation to commence [DATE].

This Agreement may be the result of a Request for Proposal (“RFP”) issued by 4MATIV in its management role for the School(s) and a final proposal submitted by VENDOR in response thereto (the “Proposal”). Any such RFP and Proposal are hereby incorporated and made a part of this Agreement to the extent applicable the services to be rendered by VENDOR. In the event of a conflict in any term or condition between this Agreement and the RFP and/or Proposal, this Agreement shall prevail over both the RFP and Proposal in that descending order of precedence.

VENDOR understands that this is not an exclusive agreement. Nothing shall hold 4MATIV or the School(s) to a minimum number of vehicles used and nothing shall prevent 4MATIV from using other contractors or other means of transporting students outside of this Agreement. Once routes have been assigned to the VENDOR by 4MATIV in its function as transportation manager for the School(s), in the event of one or more serious service or safety failures, or repeated lateness or unaddressed complaints, upon written or emailed notice, the VENDOR shall be given a reasonable period of time in the sole discretion of 4MATIV to correct the failure, after which time a bus route may be canceled or awarded to another subcontractor. Additionally, as the enrolled and transported student body profile changes over the course of the school year, or additional savings can be achieved for the School(s), 4MATIV reserves the right to modify or remove van or sedan routes at any time with or without cause or notice.

Now, therefore, in consideration of the mutual promises, covenants and the payment terms set forth herein, VENDOR agrees that it shall deliver services for 4MATIV and for the School(s) in accordance with the terms, conditions and standards of this Agreement, as follows:

1. General Terms; Compensation.

1.1. The foregoing Introductory Explanation is incorporated herein and made part of this Agreement.

1.2. The initial term of this Agreement shall commence on July 1st, 2024 (the “Effective Date”), and expire twelve (12) months thereafter, unless earlier terminated or extended as provided herein.

1.3. Pursuant to the terms of 4MATIV’s management agreement with the School(s), 4MATIV shall have two (2) consecutive 12-month options to extend this Agreement upon the same terms

and conditions, exercisable in writing not less than ninety (90) days prior to the expiration of the then-current term.

1.4. A redacted copy of 4MATIV’s management agreement will be made available to the VENDOR. VENDOR acknowledges and agrees that all obligations of 4MATIV to the School(s) relating to the performance of student transportation services undertaken by VENDOR shall be assumed by VENDOR and shall inure to the full benefit of 4MATIV. 4MATIV shall have all of the rights and remedies that would be available to the School(s) if the School(s) were contracting directly with VENDOR for the services under the terms and conditions of the management agreement.

1.5. Vehicles will be scheduled according to the AM & PM times listed in the RFP or as otherwise agreed to in writing by the parties in advance of the school year. 4MATIV will provide VENDOR with school calendars and final hours/schedules no later than 2 weeks prior to the first day of school confirming any revisions in session days and the dates of early releases. Any extra costs related to additional service days, early dismissals or late starts, will be the responsibility of the School(s) and will be billed accordingly by VENDOR to 4MATIV. School calendars for tiered routes may not always align. In instances where one or two days in sequence are off while another tiered school are in session, VENDOR will still honor the tiered pricing in this Agreement. If one tiered school is not in session while another is in session for three (3) or more days in a row, the VENDOR may bill a negotiated increment to be billed to the school that is IN SESSION in order to cover VENDOR’S driver and other fixed costs for those days beginning with the third sequential day, not to exceed 80% of a full untiered rate.

1.6. Careful planning will be required of the VENDOR to ensure that students spend no more than 60 minutes on the vehicle each day, coming to or traveling home from school.

1.7. 4MATIV will work with the School(s) to provide VENDOR draft routes and student data for the start of each school year to the VENDOR including safe and convenient bus stops as determined by 4MATIV. The VENDOR understands that student data and route changes will typically come in on a once or twice-weekly basis thereafter. 4MATIV agrees to also provide route exports or route sheets to the VENDOR as soon as is feasible upon request. School officials or 4MATIV will be responsible for communicating this information to the parents and students prior to the start of school and throughout the year. Route changes will typically be expected to be implemented 24-48 hours after being sent to the VENDOR by 4MATIV, but some urgent exceptions may apply and the VENDOR agrees to endeavor to support expedited changes when necessary to support urgent needs of students and families.

1.8. The VENDOR agrees to provide transportation for the School(s) as routes are assigned by 4MATIV in accordance with the pricing table below (transposed directly from the pricing submission in the vendor Proposal).

	Pricing	Pricing Comments
1. Yellow School Bus		
2. Van Service (6 pax van)		
3. Field Trip Service		

4. Bus Aide / Monitor		
5. Additional		

This price includes the cost of the operation of the vehicle for one single run covering such items as insurance, driver’s salaries, and base fuel costs. Unless otherwise specified above, the agreed-upon run rate shall apply to both “paired” and “unpaired” runs that VENDOR agrees to service. A “run” is defined as a two-way trip: generally bringing a group of students to school and returning them when the school day is finished. Payments will not be made for runs or portions of runs that did not occur. 4MATIV will make payments to VENDOR each month for services based on the number of school days in each month, multiplied by the number of buses or other vehicles used, times VENDOR’s daily rate, plus any additional billed costs for early releases or field trips as invoiced by VENDOR, less any service that was not delivered as and when paid by the School(s). If 4MATIV concludes that more or fewer vehicles are needed, the fee for each scheduled run will remain as in the table above. Differences in costs may be made up in following invoices. VENDOR may submit an additional billing on a monthly basis for any added service with prior approval of 4MATIV.

1.9. Services or routes in addition to the services aforementioned in this Agreement will be provided only through the mutual consent of the VENDOR and the School(s). The School(s) will be liable for all agreed upon extra expenses incurred in the delivery of such extra services or increased units.

1.10. VENDOR will charge no fuel surcharges, no administrative fees, and no fees for any requested route planning unless clearly stipulated in the pricing formula in this Agreement. VENDOR will pay any associated charges with use of the dispatch system, GPS tracking, and video/camera system for services under this Agreement.

1.11. 4MATIV will manage the client relationship with the School(s) and will be the point of contact for service issues, billing, and other administrative responsibilities. VENDOR will invoice 4MATIV and not the School(s).

1.12. VENDOR agrees that 4MATIV shall be the final arbiter determining billing amounts to the School(s) (e.g. 4MATIV gets the final say as to whether a specific charge is correct and should be passed to the School(s)). If VENDOR wishes to make an appeal for a rejected billing, that appeal shall be made to and resolved with 4MATIV and not the School(s).

1.13. 4MATIV will be responsible for invoicing the Schools(S) for the prior month by the 10th of each subsequent month following service, provided the VENDOR invoices 4MATIV by the 5th of each month following service. 4MATIV will pay the VENDOR without delay as soon as 4MATIV receives payment from the School(s) and without discount or deduction from the agreed-upon prices between the parties. Each party will be responsible for any contractual performance penalties that may be imposed by the SCHOOL(s) caused by its respective acts or omissions. Should payment from 4MATIV to the VENDOR for services rendered be delayed more than 45 days after receipt of an approved invoice, the VENDOR may give two (2) weeks’ notice, after which VENDOR may suspend services until payment is made in full.

1.14. VENDOR recognizes that the fees paid and to be paid under this Agreement are passed through to the School(s) and paid by the School(s) to 4MATIV for payment to VENDOR. Therefore, VENDOR agrees that the obligation of 4MATIV to compensate VENDOR for services rendered is conditioned upon 4MATIV being paid by the School(s) for those services. If, as and when payment is received by 4MATIV from the School(s) for the transportation services rendered, 4MATIV will promptly pay VENDOR. 4MATIV acknowledges that prompt payment (upon receipt of payment by

the School(s)) is essential to VENDOR being able to continue to pay its drivers and employees and provide the Service and will endeavor to obtain prompt payment from the School(s).

1.15. In performing services for the School(s), the VENDOR specifically agrees to furnish school vehicles conforming to all applicable state and federal laws, rules and regulations sufficient in number to perform the services contracted for. All equipment used by the VENDOR is expected to be maintained and checked on a regular schedule as required by state law. This also includes pre-trip and post-trip inspections on a daily basis. Said School vehicles shall also be equipped with working heaters so as to insure a reasonable temperature for the students transported therein. In addition, buses will be cleaned and maintained on a daily basis for transporting students.

1.16. Any vehicles used must be equipped with safety devices as required by state laws and rules pertaining to school transportation. All vehicles must be equipped with working FM two-way radio equipment or cellular technology in possession of the driver. The radio or cellular system must be reasonable to provide effective communication between the home office and other vehicles in route. This is especially important to respond to questions regarding students in route from the School(s). School buses must be equipped with crossover mirrors and crossing gates, interior working public address system, and fully functioning windows and emergency exits.

1.17. All VENDOR vehicles must be equipped with GPS tracking devices. 4MATIV or School designees will be provided access to the VENDOR's GPS tracking system via no fewer than two dedicated accounts. As needed, VENDOR agrees to connect 4MATIV with the VENDOR's account or technical support representative for their GPS system in order to facilitate 4MATIV's direct integration with the VENDOR's GPS system and data feed.

1.18. All vehicles must be equipped with audio and video recording devices. The VENDOR will satisfy all video clip requests made by 4MATIV designees within 24 hours of the request being made, subject to the availability of video data on specific vehicles. The VENDOR agrees that it will keep video data for a minimum of 72 hours before over-writing or deleting it where possible. 4MATIV reserves the right to preserve video data that pertains to documented student incidents that shall subsequently become a protected part of a student's record.

1.19. The VENDOR will employ a sufficient number of drivers of an age no less than 19 years for van drivers and 21 for bus drivers and a reasonable number of standby drivers to assure that the contracted services requested are provided in a continuous and reliable manner. All bus drivers will meet the minimum state requirements to obtain a commercial driver's license, Class B with a valid passenger and school bus endorsement. All van/sedan drivers will meet the minimum state requirements to drive an approved non-school bus vehicle. VENDOR Transportation Inc. complies with all requirements related to employee background checks and screening as required by state statutes, and all similar state and local mandates.

1.20. All drivers must have in their possession a valid state driver's license for the class of vehicle operated. A list of drivers, names and license numbers will be provided to the School(s)'s Administrator to keep on file at the site. Drivers operating vehicles committing moving violations, speeding 5 or more miles over the posted limit; engaged in unsafe or illegal activities; racial or sexually inappropriate action or suggestion toward staff, students, or parents; any use of or suspected influence of alcohol, tobacco, or controlled substances, or possession of any weapon will be subject to removal from service to these schools at the request of the 4MATIV or the School(s). In addition to possible replacement, the VENDOR agrees to reprimand in an appropriate manner drivers who violate said rules of conduct. Copies of background checks for all drivers will be forwarded to 4MATIV.

1.21. The VENDOR will have a comprehensive training program accessible for drivers operating their vehicles, which will conform to the School(s) Bus Training requirements in state statute.

1.22. The VENDOR agrees to make available sufficient staff members to perform duties of matters pertaining to safety operations, dispatch/radio operations, telephone communications and

route creation and development during but not limited to times that the routes are being performed. The VENDOR shall provide a comprehensive directory which provides access to such staffing and personnel.

1.23. The VENDOR agrees to provide an accurate and binding quote for charter and field trips within 48 hours of receiving a request for a quote from 4MATIV.

1.24. All costs and balances associated with charters and field trips must be remitted within 30 days of the date on which the services were performed. Invoices and or balance sheets shall be generated on a monthly basis.

1.25. The parties agree to work cooperatively to find ways to improve the overall efficiency, economy and safety of the student transportation services for the School(s) and to consult regularly with each other to resolve any problems in the services to be provided.

1.26. VENDOR shall provide those reports, data and records, which may be reasonably requested from time to time by the 4MATIV and necessary for proper payment, for evaluation of VENDOR's performance or for state and District reporting hereunder. 4MATIV requires direct access to live GPS data feeds from VENDOR fleet monitoring systems by way of a dedicated 4MATIV access account and an API key provided by the VENDOR.

1.26.1. Data & Reports may include, but are not limited to:

- Daily vehicle and driver assignments to routes
- Live GPS location data feeds
- Student attendance / taps from electronic student attendance system
- Periodic Manual or Electronic Ridership Reports for each route
- Snippets of audio and video feeds over requested time windows
- Accident/Crash/Incident Reports
- Student Discipline/Behavior Reports
- Bus Inspection records
- Monthly or Yearly Mileage, Hour or Route Reports
- Driver Qualification Reports
- Insurance Certificates

1.27. VENDOR agrees to maintain and make available to 4MATIV, during regular business hours, accurate books and accounting records relating to its Services. VENDOR will permit 4MATIV to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. The VENDOR agrees to maintain all data books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case VENDOR agrees to maintain same until the School or any of its duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

2. Disincentives (Liquidated Damages)

2.1. 4MATIV shall have the right to assess liquidated damages for each failure by the VENDOR to perform the services required under the contract.

2.2. 4MATIV must inform the VENDOR within 30 days of a listed violation of its intent to assess liquidated damages for such an event and must bill for such liquidated damages within 31 days of its assessment. Failure to either timely notify or bill the VENDOR shall relieve the VENDOR of its obligation to pay liquidated damages for the particular event.

2.3. In the event the VENDOR agrees to an increase in service levels, and at the start of the school year or after start date of any new route, the VENDOR shall be afforded a period of thirty (30) days following implementation of such changes during which time no liquidated damages may

be assessed with respect to scheduled drop-off times or availability of buses on routes while the VENDOR makes operational adjustments to meet 4MATIV's requirements.

2.4. Payment will not be made for routes that did not operate. Routes that are folded into other routes/combined to temporarily provide service (split or doubled) will not constitute an operating route.

2.5. In an event of extenuating circumstances (accident, trains, weather, etc.) or for any other reason, 4MATIV reserves the right to waive any liquidated damage. Such waiver will not constitute a change to the contract or a waiver of future claims for liquidated damages.

2.6. The below table of Liquidated Damages, without limitation of 4MATIV's legal and equitable remedies for breach of contract, may be imposed by 4MATIV as specified here.

Criteria	Standard	Penalty
Unexcused late arrival in the AM or PM	For each unexcused occurrence of a route arriving at school more than 15 minutes after its scheduled arrival time in the AM or PM, with escalating damages each 15 minutes, up to 60 minutes (1 hour)	\$15 for every 15 minutes or portion thereof that the route is late up to \$45 for a route that is between 45-59 minutes late.
Unexcused extremely late arrival in the AM or PM	For each unexcused occurrence of a route arriving at school <i>more than</i> 60 minutes after its scheduled arrival time in the MA or PM	Half the daily rate (e.g. non-payment of the amount of the one-way AM or PM trip leg) for that route.
Unexcused abject failure to provide a scheduled service.	Abject failure to provide service is defined as failure to pick up or complete a trip without good and reasonable cause.	\$200 each incident <i>or</i> the cost of any back-up service required, (whichever is greater), <i>in addition to</i> assessment of the unexcused extremely late arrival penalty of non-payment of the amount of the one-way AM or PM trip leg.
Failure to notify of an accident or other safety related incident where police or EMS are called.	Failure to notify responsible personnel of 4MATIV within 1 hour of an accident or an incident when police or EMS are called.	\$200

Unexcused failure to produce a requested video	For each occurrence of a request for video which cannot be fulfilled due to an inoperable camera or lack of a camera installed on a vehicle.	\$50 for first occurrence; \$100 for each occurrence thereafter.
Unexcused failure of GPS tracking	For each occurrence of a GPS unit being inoperable or lack of a GPS unit installed on a vehicle after notice of detection by 4MATIV and a 72 hour grace period for the VENDOR to replace or repair the unit.	\$10 per unit per day following notice and a 72 hour grace period.

3. Operational Procedures

3.1. The VENDOR shall provide 4MATIV with an after-hours contact number for emergencies and extreme disciplinary issues, and with a minimum of two cell phone numbers of staff who can answer questions by text or voice during daily operations.

3.2. In the event of an accident or other on-site emergency involving the bus while students are on board from the School(s) bus driver must notify the dispatcher via the radio system within a reasonable amount of time. The dispatcher must also notify the Police, Fire Paramedic Rescue, or necessary service as deemed necessary by regulations. Immediately thereafter, the dispatcher must contact and notify 4MATIV. Continuation of route service will only happen after the consent of 4MATIV. No students may be released on their own or to parents until 4MATIV or Police Officer has arrived.

3.3. Emergency School closings may occur due to inclement weather conditions or situations of concern. In consultation with 4MATIV, the Schools will make independent decisions about closing due to weather on a case-by-case basis. Emergency and weather-related closures may be billed by the VENDOR at a rate of 80% of the rate of what was to be scheduled for that day. Payment will not be made for planned school closings where a school calendar has been amended to reflect an official change and notice given to the VENDOR no less than 2 weeks ahead of the planned change.

3.4. In the case of closures of a duration more than 1 day due to the COVID-19 or other disease outbreaks, non-service days may be billed by the VENDOR at a rate of 80% of the average daily rate the VENDOR was paid for services in the month of services prior to any such closure.

3.5. VENDOR drivers and staff will maintain confidentiality of personal student information for all students including student name, sibling name, address, parent name, phone numbers, or bus stop locations

3.6. The VENDOR warrants that it is an Equal Opportunity/Affirmative Action employer. All hiring practices are free of discrimination. The VENDOR will take affirmative action to ensure that all applicants for employment are treated fairly and given an equal opportunity including, but not limited to promotion, benefits, training and pay. The VENDOR also states that the company has a harassment/sexual harassment policy read and signed by all employees.

3.7. VENDOR warrants that it is committed to equal employment opportunity and will maintain an environment of both social and business responsibility that responds to the needs of its employees, and any approved subcontractors. VENDOR shall have a policy that states

recruitment, selection, placement, promotion, training, compensation, participation in social and recreation programs and continued employment shall be based on a person's ability as related to valid job requirements, without regard to race, color, religion, age, gender, national origin, sexual orientation, ancestry or veteran status. VENDOR shall also maintain a policy that prohibits discrimination based on disabilities as pertains to the American with Disabilities Act (ADA) of 1990 or any other criterion that could be found discriminatory.

4. Insurance.

4.1. VENDOR shall, at its expense, procure and keep in force during the entire term of this Agreement, public liability and property damage liability insurance protecting 4MATIV and the Schools, their boards, officers, employees and agents, and VENDOR, its drivers and other personnel. VENDOR shall provide and maintain insurance with fiscally sound firms (at least an AM Best rating of A-VII) authorized to do business in Texas. VENDOR must provide the above referenced insurance with the following minimum limits:

- Automobile Liability Insurance \$1,000,000 Combined Single Limit Commercial
- General Liability Insurance \$1,000,000 Per Occurrence
- General Liability (General Aggregate) \$2,000,000
- Worker's Compensation Statutory

4.2. VENDOR, and any approved subcontractors of VENDOR, shall at all times comply with the insurance requirements set forth in RFP and this Agreement, naming in each policy 4MATIV as a named insured along with VENDOR. All policies shall include the School(s) as an additional insured, shall be primary to any other available insurance to the named or additional insureds, and shall contain waivers of subrogation against its named insureds and additional insureds. Said insurance shall provide coverage for "all vehicles" or "all hired, owned and non-owned vehicles."

4.3. Said policies shall contain a provision that 4MATIV shall be given thirty (30) days written notice before the cancellation of the policy. VENDOR shall, through its insurance carriers, ensure that current and valid certificates of insurance are furnished to 4MATIV and the School(s) within ten (10) days following any changes of vehicles assigned to VENDOR's insurance policy. VENDOR must also, through its insurance providers, ensure that current and valid copies of the declaration page(s) and policy endorsements are furnished to 4MATIV and the School(s) within thirty (30) days following any renewal or modification of VENDOR's insurance policies. Additionally, VENDOR shall be responsible for obtaining current and valid certificates of insurance and copies of declaration pages as previously described for each of those drivers who may own their own vehicles. This responsibility shall extend to ensuring that all additional insureds are properly annotated and reflected on those certificates and policies as herein prescribed and that VENDOR is notified of any interruption, cancellation, renewal and any other change related to said policy no less than ten (10) days before such changes take effect. VENDOR shall notify 4MATIV immediately of any change in status of coverage for any vehicle used in the Service. Failure to maintain the required insurance, furnish documentation of the required insurance, or provide the required notification within the timeframe mentioned above shall be sufficient cause for termination of the service Agreement between 4MATIV and VENDOR in addition to recovery of any other damages resulting.

4.4. VENDOR shall maintain a policy of insurance covering Workers Compensation risks the extent required by state law. In lieu of naming additional insureds, any required Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of 4MATIV and the School(s) for all work performed by VENDOR, its employees, agents and any approved subcontractors. 4MATIV makes no warranty or representation whether VENDOR's drivers are required by law to be covered by Workers' Compensation insurance and has no obligation to exercise due diligence in this regard.

5. Liability and Indemnification.

VENDOR hereby agrees to indemnify, defend, and hold harmless 4MATIV and the School(s), their officers, agents, employees and affiliates (referred to collectively and individually as "Indemnitees") from and against any and all claims, actions, suits, proceedings, costs, expenses, damages, or assessments of any kind, including legal expenses and attorney's fees (collectively the "Claims"), imposed upon, incurred by or asserted against any of the Indemnitees arising out of or caused by any act or omission of VENDOR or any of VENDOR's employees or subcontractors in the performance (or failure to perform) under this Agreement. This indemnification is not limited by the amount of any insurance required under this Agreement. Additionally, to the extent that 4MATIV suffers any penalty or loss under its management agreement with the School(s) caused by or arising out of VENDOR's acts or omissions, VENDOR shall reimburse 4MATIV for such penalty or loss. Nothing herein shall be construed to obligate the VENDOR to indemnify 4MATIV for any Claims arising solely from the negligence of 4MATIV. 4MATIV may set-off from amounts due to VENDOR for any failure to perform in accordance with this Agreement. The obligations of this Paragraph shall survive the expiration of this Agreement.

6. Independent Contractor.

VENDOR at all times shall be an independent contractor. VENDOR shall administer its own payroll and make all necessary payroll deductions and payments to federal, state, and local governments. No contractual relationship shall be established between 4MATIV and any employee, VENDOR or supplier of VENDOR by virtue of this Agreement or its operating relationship. VENDOR represents and warrants that it is duly organized, validly existing and in good standing under the law of the state where organized and of the state where services are to be performed under this Agreement. This Agreement is solely for the benefit of 4MATIV and VENDOR and no third parties are entitled to rely thereon.

7. Early Termination.

This Agreement shall automatically terminate as to one or more of the Schools(s) in the event that 4MATIV's management agreement with a School or Schools is terminated. Upon any such termination, VENDOR shall be entitled to payment, in accordance with the payment provisions for services rendered up to the termination date and 4MATIV shall have no further obligations to VENDOR under this Agreement as to the services terminated. VENDOR shall be obligated to continue performance of the services as to any remaining School or Schools, in accordance with this Agreement thereafter.

8. Termination for Default.

4MATIV may terminate this Agreement for VENDOR's (or any of VENDOR's approved Subcontractor's) default if VENDOR (or VENDOR's subcontractor) fails to perform any of the Services in a timely manner or fails in any other way to conform to the terms of this Agreement. Prior to termination for default, 4MATIV shall give VENDOR a Notice of Default setting forth the circumstances of the default. VENDOR shall have ten (14) days to cure such default from receipt of the notice of default. If VENDOR fails to cure the default or submit a plan for curing the default which is acceptable to 4MATIV before the expiration of the ten (14) day cure period, the Agreement shall be terminated upon the expiration of the cure period and 4MATIV shall be entitled to terminate this Agreement and recover damages from VENDOR for its default, including any incremental cost to 4MATIV in obtaining replacement service. Neither party shall be found in default for events arising due to Acts of God, war, insurrections, strikes and unusually severe weather provided that the party is not negligent in contributing to the condition.

8. Assignment.

Neither this Agreement, nor any part of this Agreement may be assigned by VENDOR to another entity without the prior, written consent of 4MATIV.

9. Licenses and Permits; Compliance with Law.

VENDOR shall, without additional expense or obligation to 4MATIV, be responsible for obtaining any necessary licenses, permits, and approvals necessary for complying with any federal, state, county, municipal or other law, code or regulation applicable to the performance of the services to be provided under this Agreement. VENDOR shall perform all services required by this Agreement in accordance with all applicable federal, state and local laws and regulations. VENDOR shall use only properly licensed personnel to perform work required by law or regulation to be performed by such personnel.

10. Privacy of Data.

VENDOR shall comply with all federal state and local data privacy laws, regulations, and requirements applicable to data collected or used by VENDOR in the provision of services under this Agreement. VENDOR drivers and staff will maintain confidentiality of personal student information for all students including student name, sibling name, address, parent name, phone numbers, or bus stop locations. All records relating to any student shall be subject to applicable student data privacy laws. The federal Family Educational Rights and Privacy Act (FERPA) generally provides that information contained in students' education records are private and that parents largely control the access to that information. VENDOR shall have a policy and practice in place at all times to fully comply with all student record and data privacy rights under FERPA. VENDOR shall maintain the confidentiality of any information or data in its possession or control regarding a student and not disclose or disseminate the information or data without the prior written consent of a parent or guardian and without first contacting 4MATIV. Any penalty for a violation by VENDOR or any agent, employee or subcontractor of Contract, of FERPA, or any other applicable federal or state law, including common law rights, relating to student data privacy shall be the sole responsibility of VENDOR.

11. Changes in Law and/or Regulations

The Parties understand that federal, state or local laws, regulations, policies, and related administrative practices applicable to this Agreement may be modified, amended or promulgated from time to time during the term of this Agreement. The Contractor agrees to comply with the most recent of such requirements that will govern this Agreement at any particular time. The Contractor's substantive failure to so comply shall constitute a material breach of this Agreement.

12. Civil Rights

12.1 Nondiscrimination: VENDOR shall assure and comply with all requirements of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sect. 2000d; 49 U.S.C. Sect. 5332; and DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. part 21, and any implementing requirements FTA may issue.

12.2 Equal Employment Opportunity: VENDOR may not discriminate against any employee or applicant for employment, because of race, color, age, creed, sex, or national origin. The VENDOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. 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.

12.3 ADA Access, Access Requirements of Individuals with Disabilities: The VENDOR shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. Subsection 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended; 29 U.S.C. Section 794; 49 U.S.C. Section 5301(d).

13. Notices.

Notices given under this Agreement shall be in writing and delivered by regular, registered, or certified mail or hand delivered to the individual designated on the signature page to receive such notice. Telephone calls and facsimile machines may be used to expedite communications, but shall not be official communication unless confirmed in writing and delivered in accordance with this paragraph. The parties designated to receive notice and/or addresses for delivery of notices may be changed from time to time by written notice. The parties designated to receive notice and/or addresses for delivery of notices may be changed from time to time by written notice.

Person and Address of Notice to VENDOR:

[CONTACT]

Person and Address of Notice to 4MATIV:

Carl Allen, CEO
959 Dayton Ave.
St. Paul, MN 55104
carl@4mativ.org

14. Governing Law.

This Agreement and the rights, obligations and remedies of the parties under it shall be governed by the law of Nevada. Exclusive jurisdiction for the resolution of any disputes shall be in the state or federal courts in the State of Nevada.

15. Notice of Labor Disputes.

If VENDOR has knowledge of any actual or threatened labor dispute that is delaying or threatens to delay the timely or proper performance of this Agreement, VENDOR shall immediately give 4MATIV notice of the dispute, including all relevant information.

16. Publicity Releases.

All publicity releases or releases of reports, papers, articles, maps or other documents in any way connected with this Agreement or the work under this Agreement which VENDOR desires to make shall be subject to the prior approval of 4MATIV. VENDOR shall promptly notify 4MATIV of all inquiries it receives from members of the media regarding any incident arising under this Agreement. 4MATIV shall have unrestricted authority to reproduce, distribute, or use in whole or in part, without payment of any kind, photos of VENDOR's employees and vehicles and any reports, data or materials submitted by VENDOR associated with any services provided under this Agreement.

17. Complete Agreement; Savings Clause; Waiver.

This Agreement together with all incorporated terms and conditions is the complete agreement between the Parties. If any provision of the Agreement is found to be invalid or unenforceable, the remaining provisions shall not be impaired. Failure or delay of 4MATIV (a) to insist in any one or more instances upon performance of any of the terms and conditions of this Agreement or (b) to exercise any rights or remedies, or (c) to approve the Service, shall not release VENDOR from any obligations under this Agreement and shall not be construed as a waiver or relinquishment of 4MATIV's rights (a) to require strict performance of VENDOR's obligations or (b) to require the future performance

of any terms and conditions, but VENDOR's obligations with respect to such performance shall continue in full force and effect.

In witness whereof, the parties have set their authorized signatures below.

4MATIV Technologies, Inc.

VENDOR

By: _____
Name and Title:

By: _____
Name and Title:



Vegas Vista Academy Board Meeting 6:30 PM; March 7, 2024

Posting of Agenda: This agenda has been posted at the following locations: Vegas Vista Academy website at <https://vegasvistaacademy.org/>; Nevada Public Notice <https://notice.nv.gov/>

Format / Procedures / Rules: This is a notice of a public meeting held pursuant to NRS Chapter 241. Members of the public are invited to be present.

Certain items may be removed from open/public consideration if permitted or required by Nevada law. The Board may also (i) take agenda items out of order; (ii) combine two or more items for consideration; (iii) separate one item into multiple items; (iv) table an agenda item to a future meeting; and/or (v) remove an agenda item.

Reasonable efforts will be made to assist and accommodate persons with physical disabilities desiring to attend the meeting. Please contact Gretel Valdes at info@vegasvistaacademy.org at least 48 hours before the time of the meeting, if possible, so that reasonable arrangements may conveniently be made.

Please also contact Ms. Valdes if you would like a copy of the agenda and any public reference materials relating to agenda items. Those materials will also be available at the meeting location. Those materials would provide you with greater context and clarity as to the matters under discussion.

By law, no one may willfully disrupt the meeting to the extent that its orderly conduct becomes impractical.

All items are action or possible action items if denoted as such.

I. Call to Order and Welcome

- Chair Eric Duran Valle called meeting to order at 6:36 PM

II. Attendance



- Eric Duran Valle, Cody Clarke, Elena Fabunan, Dr. Benjamin Feinstein, Nicholas Mawad, Dee Sull, Victor Tavares.

III. Approval of Minutes from Last Meeting

- Cody motioned approval of minutes from last meeting.

IV. Public Comment (if any)

V. Ongoing Items

A. Executive Director Report - Dr. Feinstein

- The number one concern of the board is fundraising.
- Lina will head fundraising, after meeting with Dr Feinstein.
- Updated numbers of fully enrolled students.
- We now have over 50 community partners.
- Informed Red Hook have pulled out of project.
- We did not get the seed or super bowl grants.
- O180 will have a board portal.
- Updated on HR items; Job offers extended.
- Update on targeted ads.
- Gretel will create a VVA calendar and send everyone invite.

B. Finance Update – EdTec

- Update on cashflow projection.
- Elena says her biggest wall in fundraising is it being an election year.
- Nicholas gave an update on reimbursement request.

C. New Board Members - Individual Board Member Progress Reports

D. Fundraising Initiative

- Dr Feinstein announced VVA “Vista Founder” Initiative for sponsors.
- Listed all benefits of Vista Founder Initiative.
- Dr Feinstein elaborated on identifying donors.

VI. Old Business

A. Officer Elections

1. Chair

- Running unopposed, Eric Duran-Valle has agreed to remain Chair of the board. Elena Fabunan makes a motion to approve the slate of officers. Cody Clarke seconded. Motion carried.

2. Vice Chair

- Running unopposed, Eric Duran-Valle proposed Elena Fabunan to be Vice Chair with no opposition. Elena Fabunan makes a motion to approve the slate of officers. Cody Clarke seconded. Motion carried.



3. Secretary
 - Running unopposed, Eric Duran-Valle proposed Victor Tavares to be secretary. Elena Fabunan makes a motion to approve the slate of officers. Cody Clarke seconded. Motion carried.
4. Treasurer
 - Running unopposed, Eric Duran-Valle proposed Lina Fabunan to be Treasurer. Elena Fabunan makes a motion to approve the slate of officers. Cody Clarke seconded. Motion carried.

VII. New Business

A. Report from Chair

1. Review of Charter Contract (Approved with old numbers)
2. Fundraising Initiative

B. Approvals

1. SPCSA Revolving Loan Application
 - Nicholas Mawad presented Revolving loan details.
 - Eric Duran-Valle made the following motion: I, Eric Duran Valle, make a motion to approve the Vegas Vista Academy revolving loan request and accept responsibility for repayment of the loan even in the event of the closure of the school.
 - Elena Fabunan seconded motion. The board unanimously approved.
2. VVA/SPCSA Charter Contract
 - Elena Fabunan introduced a motion to have Chair Duran to sign charter. Cody Clarke seconded motion. Motion carried.
3. Policies
 - a) VVA SPED Policy
 - Chair Duran- Valle has introduced motioned to approve policy. Victor Tavares seconded motion. Motion carried unanimously.
 - b) VVA McKinney-Vento Policy
 - Chair Duran- Valle has introduced motioned to approve policy. Victor Tavares seconded motion. Motion carried unanimously.
 - c) VVA Foster Care Policy
 - Chair Duran- Valle has introduced motioned to approve policy. Victor Tavares seconded motion. Motion carried unanimously.
 - d) VVA Volunteer Policy
 - Chair Duran- Valle has introduced motioned to approve policy. Victor Tavares seconded motion. Motion carried unanimously.
4. Handbooks & Procedures



a) **Employee Handbook**

- Victor Has introduced motioned to approve. Eric Duran-Valle has seconded motion. Motion carried unanimously.

b) **Parent-Student Handbook**

- Victor Has introduced motioned to approve. Eric Duran-Valle has seconded motion. Motion carried unanimously.

c) **Safety Plan/Emergency Procedures**

- Victor Has introduced motioned to approve. Eric Duran-Valle has seconded motion. Motion carried unanimously.

5. **Infinite Campus Contract**

- Cody motioned to approve the infinite Campus contract. Elena seconded motion. Motion carried unanimously.

6. **School Food Wellness Group**

- Eric Duran Valle motioned to approve approaching school food wellness group. Elena seconded the motion. Motion carried unanimously.

7. **By Laws**

- Eric Duran Valle motioned to approve the updated By laws. Cody seconded motion. Motion carried unanimously.

8. **Transportation Grant**

- Chair Duran has introduced the following motion: I, Eric Duran Valle, make a motion to approve the Vegas Vista Academy transportation plan and funding request for submission to the State Public Charter School Authority and approve the amendment request to add transportation of students to and from school, including a request for good cause exemption request to have the State Public Charter School Authority consider this amendment request outside of the established windows.
- Cody Clarke seconded motion. Motion carried unanimously.
- Chair Duran dismissed Nicholas Mawad from meeting.

VIII. Action Items for Next Meeting A. Fundraising Initiative MARCH GOAL:

B. Board members to reach out to businesses

C. Board members to present at least one potential board member, and

IX. Upcoming Events - Please come to one or more of these

A. 3/20/24 Flyer Pass Out Event; Old Rancho Neighborhood, 5-7 pm

B. 3/23/24 Canvassing; 8am - Noon

C. 3/28/24 VVA Open House at Aguilas CFC at 6 P.M.

X. Public Comment (if any)

XI. Closing



- Eric Duran-Valle adjourned meeting at 8:38 PM March 6, 2024.