

**PUBLIC TRANSIT PASS PROGRAM**  
**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN**  
**DULUTH TRANSIT AUTHORITY AND DULUTH PUBLIC SCHOOLS (ISD 709)**

This Agreement (“Agreement”) is made by and between the Duluth Transit Authority (hereinafter referred to as ‘DTA’) and Duluth Public Schools/ISD 709 (hereinafter referred to as ‘District’) and, individually a “party”, and collectively “parties”.

WHEREAS, pursuant to MN. Stat. 471.59, the DTA and the District wish to formalize terms and conditions of the provision of a Public Transit Pass Partnership to the District; and

WHEREAS, the DTA is the public transportation provider in the City of Duluth, providing a mass transit system that is open to the general public; and

WHEREAS, the District is interested in offering a District Transit Pass Program for High School and Area Learning Center (ALC) students, as well as all District faculty utilizing the public DTA system; and

WHEREAS, the District will reimburse the DTA at a rate of \$1.20 per-ride counted on fixed-route service and \$2.40 per-ride on STRIDE paratransit service, up to a maximum of \$75,000 for the remainder of the District’s 2024-25 fiscal year, and \$150,000 for the 2025-26 fiscal year;

WHEREAS, the agreement will be for the remainder of the District’s fiscal year for 2024/25 and again for the 2025/26 fiscal year, with subsequent one-year options with negotiations on the reimbursement rate and maximum cap;

NOW, THEREFORE, in consideration of the mutual promises without other valuable consideration exchanged herein, IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions.
  - a. District Passengers. District Passengers shall include:
    - i. All currently enrolled District High School and ALC (Area Learning Center) students.
    - ii. All District employees.
  - b. Program.
    - i. The Program refers to the Pass partnership defined herein.
  - c. District fiscal Year
    - i. ISD 709 fiscal year is from July 1 to June 30<sup>th</sup>.
2. Scope of Services.
  - a. Commencing on February 3rd, 2025, all District Passengers may ride DTA regular route and paratransit buses at no cost to the District Passengers in accordance with the terms set forth herein.
  - b. District Passengers presenting a valid school-issued, student or employee identification badge at the time of boarding may ride DTA regular route buses and eligible riders on paratransit buses at no charge to the District Passenger.

- c. District Passengers shall comply with all DTA policies and procedures, including this Agreement.
  - d. The District will have no control over DTA's operations in connection with providing said services, and the District will have no control or supervision over the drivers of the buses used in said service by the DTA. Said drivers do not constitute agents or employees of the District and will be subject solely to the DTA's supervision and control.
  - e. The DTA shall not be required to deviate from regular route services or paratransit operations policies in providing this scope of service.
  - f. The DTA's routes will be open and available to all members of the general public.
3. District Roles and Responsibilities.
- a. The District shall annually provide to the DTA example images of all school-issued student and staff identification prior to the start of the Pilot Program.
  - b. The District shall distribute and make aware the terms and rules of the Program. As well as instilling and maintaining a culture of safety, courtesy, and adherence to all DTA policies while using public transit.
  - c. The District shall designate a point of contact for the administration of this Agreement.
4. DTA Roles and Responsibilities
- a. The DTA shall keep ridership records of all District Passengers and provide ridership data to the District. Ridership records will not contain any personal information, only numbers counted at the time of boarding the transit vehicle.
  - b. The DTA shall provide information to relevant school principals regarding District Passenger bus behavior concerns upon request. DTA shall not be required to prepare special reports or other data not previously collected to report on District Passenger bus behaviors.
  - c. The DTA shall designate a point of contact for the administration of this Agreement.
5. District and DTA and Responsibilities.
- a. It is understood that the administration, management, marketing and promotion of the bus service program are the mutual responsibility of the DTA and the District.
    - i. DTA shall work with the District to develop a plan and market the program.
    - ii. Any Party to this Agreement may promote the District transit pass program at their own expense.
  - b. All parties agree to meet to discuss the program and ridership as necessary.
  - c. All parties agree that any and all legal obligations, whether set forth under state or federal laws, requiring the District to provide transportation for pupils shall remain exclusively with the District. This Agreement is entered into solely for the convenience of the parties, and nothing herein shall be deemed to create any obligation or legal responsibility for the DTA or the City to transport District Passengers to school.
6. Exchange of Information and Confidential Treatment of Such Information.
- a. The parties will share information as necessary for the administration and performance of this Agreement, consistent with local, state and federal law relating to confidentiality and disclosure of public records, including but not limited to District student records created or maintained by educational institutions and records created by public transportation agencies. Consistent with the

foregoing, the parties shall cooperate and coordinate communication efforts in their mutual interest and promptly debrief all critical incidents. The District shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by the DTA under this Agreement and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the District under this Agreement.

7. Payments to the DTA.

- a. The District will reimburse the DTA at a rate of \$1.20 per-ride counted on fixed-route service and \$2.40 per-ride on STRIDE paratransit service, up to a maximum of \$75,000 for the remainder of the District's 2024-25 fiscal year, and \$150,000 for the 2025-26 fiscal year;
- b. After that, the DTA and District will negotiate modifications to the cost per-ride and the annual maximum fee.

8. Term and Termination.

- a. Term. The term of this Agreement shall begin February 3<sup>rd</sup>, 2025.
- b. Termination. Any party may terminate this Agreement without cause with at least a Seven (7) days' written notice to the other party.

9. Insurance.

- a. The DTA shall maintain professional liability insurance coverage for itself of not less than \$1,000,000 per incident and \$2,000,000 per aggregate during the term of this Agreement.
- b. The DTA acknowledges that it is by law not covered by or subject to the Workers' Compensation Disability Compensation Act coverage by the District.

10. During the term of this Agreement, the parties shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

11. The provisions of this Agreement shall be interpreted, when possible, to sustain their legality and enforceability as a whole. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision nor the validity of any other provision of the Agreement shall be in any way affected thereby.

12. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such is reduced to writing and executed by all parties.

13. Neither this Agreement nor any rights hereunder may be assigned or otherwise transferred by the parties without the prior written consent of all the parties.

14. Any Notice, demand, or request herein provided for shall be sufficiently given or made if hand delivered or mailed by registered mail, postage prepaid, and addressed:

District: Duluth Public Schools (ISD 709)  
ATTN:

DTA: Duluth Transit Authority (DTA)  
ATTN: Christopher Belden  
2402 W Michigan St  
Duluth, MN, 55806

Any notice mailed shall be conclusively deemed to have been given on the next business day following the day on which it was mailed. The parties hereto may at any time give notice in writing to the other parties of any change of address and thereafter all notices shall be mailed to the new address as notified.

15. The parties each represent and warrant that it has carefully reviewed and fully understands this Agreement, including any attachment. This Agreement shall be binding upon and shall inure to the benefit of the parties and upon their respective heirs, successors, executors, administrators, personal representatives, and permitted successors and assigns.

16. This Agreement constitutes the entire agreement between the parties.

17. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted facsimile, by electronic mail in "portable document format" ("pdf") or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement shall have the same effect as physical delivery of the paper document bearing the original signature.

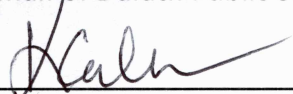
IN WITNESS WHEREOF, the parties have caused the Agreement to be executed by these duly authorized representatives.

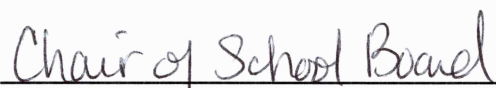
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025

On behalf of DTA:

\_\_\_\_\_  
General Manager

On behalf of Duluth Public Schools (ISD 709):

  
\_\_\_\_\_  
Name/Title

  
\_\_\_\_\_  
Name/Title