

Michael's Transportation Service, Inc. (MTS)
140 Yolano Drive, Vallejo, CA 94589
(707) 643-2099

&

Milpitas Unified School District (MUSD)
1331 E Calaveras Blvd, Milpitas, CA 95035,
(408)-635-2888, Ext. 6520

Memorandum of Understanding (MOU)

This memorandum of Understanding (MOU) Agreement is made and entered into as of August 9, 2017, by and between Michael's Transportation Services, Inc. (MTS), having its main office at 140 Yolano Drive, Vallejo CA 94589, and Milpitas Unified School District (MUSD), 1331 E Calaveras Blvd, Milpitas, CA 95035.

Overview. This MOU is to document MUSD's request to MTS to provide consulting services, as an independent contractor, to MUSD. The consulting services needed are to establish/develop MUSD's five or six Special Education Routes, as previously developed jointly by MUSD and MTS, at MUSD's request.

MUSD agrees to:

1. Provide a Purchase Order Number to MTS, and pay MTS \$2,700.00 (calculated at \$150 per hour) 18 hours of consulting services.
 - a. August 9 – 6 hours
 - b. August 10 – 6 hours
 - c. August 11 – 6 hours

MTS agrees to:

1. Provide the necessary time needed to develop six Special Education routes



Brian Shreve
MUSD's MOT Director



Date



Michael Brown
CEO, MTS, Inc.



Date

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Memorandum of Understanding (MOU)

This memorandum of Understanding (MOU) Agreement is made and entered into as of August 16, 2017, by and between Michael's Transportation Services, Inc. (MTS), having its main office at 140 Yolano Drive, Vallejo CA 94589, and Milpitas Unified School District (MUSD), 1331 E Calaveras Blvd, Milpitas, CA 95035.

Overview. This MOU is to document MUSD's request to MTS to provide consulting services, as an independent contractor, to MUSD. The consulting services needed are only to make additions, deletions, changes, or corrections to MUSD's five or six Special Education Routes, as previously developed jointly by MUSD and MTS, at MUSD's request, and with MUSD previously paying MTS for those consulting services. It is agreed that these additional consulting services can be provided remotely and / or on-site, and that remote or on-site decision remains within the sole discretion of MTS.

MUSD agrees to:

1. Provide addition, deletion, change or correction route data to MTS, via MUSD's Maintenance, Operations, & Transportation (MOT) team.
2. Provide a Purchase Order Number to MTS, and pay MTS an 8-hour weekly **minimum** of \$1,200.00 (calculated at \$150 per hour). That is, any time up to and including 8 hours is the agreed upon weekly minimum amount that MUSD will pay MTS, regardless of the time spent by MTS, up to 8 hours.
3. Pay MTS \$150.00 per hour for any amount over 8 hours.
4. Pay MTS' transportation expenses at \$50 per hour whenever MTS determines on-site services at MUSD are required.
5. Provide MTS with one week's advance notice of no longer needing these consulting services. That is, notice given in any current week, up to and including the normal close of business on a Friday, will apply to the following week. For example only, notice given on September 8, 2017, will be effective on September 18, 2017, and MUSD will be responsible to pay for the week of September 11, 2017.

MTS agrees to:

1. Only make additions, deletions, changes, or corrections to MUSD's Special Education Routes, when such additions, deletions, changes or corrections are provided to MTS by MUSD's Maintenance, Operations, & Transportation (MOT) team.
2. Provide the needed services within no more than 3 business days, but usually within the next business day.
3. Provide MUSD with weekly invoices, using the PO number provided by MUSD.



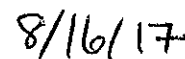
Brian Shreve
MUSD's MOT Director



Date



Michael Brown
CEO, MTS, Inc.



Date