



ROUTING SERVICES AGREEMENT

THIS ROUTING SERVICES AGREEMENT (the "Agreement") is dated this 1st day of Aug, 2025.

CLIENT

Stride Academy
3241 Oakham Lane
St. Cloud MN
56301
St. Cloud Math & Science Academy
1025 18th St N, St Cloud, MN 56303

SERVICE PROVIDER

Voigt's School Bus Services, Inc.
24243 County Rd 7, St. Augusta, MN.
56301

BACKGROUND

- A. The Client is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide consulting services to the Client.
- B. The Service Provider is agreeable to providing such consulting services to the Client on the terms and conditions set forth in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Service Provider (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

- 1) The Client hereby agrees to engage the Service Provider to provide the Client with the following consulting services (the "Services"):
 - a) Providing efficient routing services to the Client for all bus transportation routes, to include, but not be limited to:
 - i) Regular Education Transportation
 - ii) Special Education Transportation

- 2) The Services will also include any other tasks which the Parties may agree upon. The Service Provider hereby agrees to provide such Services to the Client upon agreement of both parties and additional charges may apply in certain circumstances.

TERM OF AGREEMENT

- 3) The term of this Agreement (the "Term") will begin on the date of the execution of this Agreement and will remain in full force and effect until July 31, 2025, subject to earlier termination as provided in this Agreement. The Term may be extended annually, with the written consent of both Parties.
- 4) In the event that either Party wishes to terminate this Agreement prior to July 31, 2027, that Party will be required to provide 60 days' written notice to the other Party.

PERFORMANCE

- 5) The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

- 6) Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

- 7) The Service Provider will charge the Client for the Services according to the following rate table:

	Number of Reg ED Routes	Route days	Total
September			\$1,111.11
October			\$1,111.11
November			\$1,111.11
December			\$1,111.11
January			\$1,111.11
February			\$1,111.11
March			\$1,111.11
April			\$1,111.11
May			\$1,111.11

September			\$1,111.11
October			\$1,111.11
November			\$1,111.11
December			\$1,111.11
January			\$1,111.11
February			\$1,111.11
March			\$1,111.11
April			\$1,111.11
May			\$1,111.11

- 8) The Client will be invoiced on the 1st business day of every month for the previous month throughout the term of the agreement, as these rates are not dependent on a specified number of days of school days in each month. Any interruption in school days does not constitute a change to the fee schedule.
- 9) Invoices submitted by the Service Provider to the Client are due within 30 days of receipt.

REIMBURSEMENT OF EXPENSES

- 10) The Service Provider will be reimbursed from time to time for reasonable and necessary expenses incurred by the Service Provider in connection with providing the Services.
- 11) All expenses must be pre-approved by the Client.

INTEREST ON LATE PAYMENTS

- 12) Interest payable on any overdue amounts under this Agreement is charged at a rate of 2.50% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower and will be in effect when payment is overdue by more than 5 days beyond the terms listed above.

CONFIDENTIALITY

- 13) Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
- 14) The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Service Provider has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will end on the termination of this Agreement except in the case of any Confidential Information which is a trade secret in which case those obligations will last indefinitely.
- 15) All written and oral information and material disclosed or provided by the Client to the Service Provider under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Service Provider.

OWNERSHIP OF INTELLECTUAL PROPERTY

- 16) All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
- 17) The Service Provider may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Service Provider will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

- 18) Upon the expiration or termination of this Agreement, the Service Provider will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

- 19) In providing the Services under this Agreement it is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee. The Service Provider and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Service Provider during the Term. The Service Provider is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Service Provider under this Agreement.

RIGHT OF SUBSTITUTION

- 20) Except as otherwise provided in this Agreement, the Service Provider may, at the Service Provider's absolute discretion, engage a third-party sub-contractor to perform some or all of the obligations of the Service Provider under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.
- 21) In the event that the Service Provider hires a sub-contractor:
- a) the Service Provider will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Service Provider.
 - b) for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Service Provider.

AUTONOMY

- 22) Except as otherwise provided in this Agreement, the Service Provider will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Service Provider will work autonomously and not at the direction of the Client. However, the Service Provider will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

- 23) Except as otherwise provided in this Agreement, the Service Provider will provide at the Service Provider's own expense, any and all non-proprietary equipment, materials, or other supplies necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

- 24) The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

- 25) All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

Stride Academy Charter School
3241 Ham Lane, St. Cloud MN 56301

Voigt's School Bus Services, Inc.
PO Box 1, St. Cloud, MN. 56302

or to such other address as either Party may from time to time notify the other and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

- 26) Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

- 27) Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

ASSIGNMENT

- 28) The Service Provider will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

- 29) It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

TITLES/HEADINGS

- 30) Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

- 31) Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

- 32) This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota.

SEVERABILITY

- 33) In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

- 34) The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly agreed, with their signatures below on this

_____ day of _____, .

Stride Academy Charter School

Per:

Officer's Name: _____

Voigt's School Bus Services, Inc.

Per: _____

Officer's Name: Chad Ely _____