MEMORANDUM OF UNDERSTANDING BETWEEN
SHELBY COUNTY SCHOOLS
AND
MEMPHIS AREA TRANSIT AUTHORITY

This Memorandum of Understanding ("MOU") is made and entered as of the date of last
signature hereto ("Effective Date"), by and between Shelby County Schools ("SCS") and Memphis
Area Transit Authority ("MATA").

WHEREAS, MATA is a public transportation provider for Memphis, Tennessee and other
areas of Shelby County, Tennessee;

WHEREAS, SCS is a student-first public school district in Shelby County, Tennessee;

WHEREAS, MATA and SCS, working together, recognize that they can have a greater
impact in the lives of students located with the geographic jurisdiction of SCS by providing
additional transportation options to expand academic, extra-curricular, and vocational
opportunities.

Now, therefore, resolved, that SCS and MATA, through this MOU, agree that:

a. MATA will provide and SCS shall purchase three thousand (3,000) bus passes for use by any high
   school student (grades 9-12) within SCS.

b. In addition to the three thousand (3,000) bus passes for use by high school students, MATA will
   also provide bus passes for any parent or guardian who is named on the student’s registration.
   i. Parties will work together to create a procedure to make sure all passes are accounted for.

b. Use of the bus passes will not be limited by day of the week or the time of day.

d. Applications for bus passes will be available at any high school campus as determined by SCS.

e. SCS will establish a central location where students, parents and guardians will obtain their passes.
   i. Staffing for the processing and distribution of the bus passes will be provided by SCS.

f. MATA will provide two systems for creating and recording bus passes. Each system shall consist
   of:
   i. Digital Camera
   ii. Work Station
   iii. Background Shade
   iv. Software necessary to produce bus passes
   v. Supplies necessary to produce bus passes

g. Training on proper set-up, shut-down, and proper usage of the systems will be provided both in
   person and in writing by MATA.
h. Maintenance & Repair of the assets listed above will be provided by MATA.

i. SCS will provide an internet connection at the location of the MATA provided equipment.

j. Students, parents and guardians will be required to go to the central location to be photographed and have the applications verified and processed.

k. Initial passes will be free of charge to the end users. Persons seeking replacement bus passes will be charged $5.00 per bus pass.

l. SCS shall reimburse MATA for the bus passes at a rate of $100 per student per year in an amount not to exceed three hundred thousand dollars ($300,000.00). This fee includes any passes issued to parents or guardians.

m. SCS students and parents and/or guardians using MATA bus passes shall act in accordance with all SCS policies while the user is waiting at a transit stop, transferring at a transit center, or riding on a transit asset.

n. SCS shall promptly investigate all reported disciplinary issues involving students and/or their parents or guardians according to the standing policies of SCS.

   i. MATA will support these investigations by:
      - Making audio and video created on board MATA vehicles available for inspection by the investigating party
      - Making audio and video created at MATA facilities available for inspection by the investigating party

   ii. Any student, parent or guardian who violates any law, regulation or statute will be subject to arrest and prosecution.

o. Students and Families access to transit assets using provided bus passes will terminate if the student:

   i. Is prohibited from using the services provided due to disciplinary actions
   ii. Withdraws from attending Shelby County Schools

p. Students and Families access to transit assets using provided bus passes will terminate if a parent or guardian:

   i. Is prohibited from using the services provided due to disciplinary actions
   ii. Their student or child withdraws from attending Shelby County Schools

q. MATA will provide data on the usage of all bus passes, including but not limited to date and time of use and from which line of service each month to SCS.
Miscellaneous Terms:

1. It is expressly agreed that SCS will not assume liability for any injury (including death) to any persons or damage to any property arising out of the acts or omissions of MATA.

2. MATA shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances.

3. The term of this MOU shall commence on the Effective Date and shall expire June 30, 2020. The terms of this MOU may be extended yearly upon agreement by both parties in writing and shall be subject to funding by the Shelby County Board of Education.

4. This MOU is subject to the appropriation and availability of funds. In the event that the funds are not appropriated or are otherwise unavailable, SCS reserves the right to terminate this MOU upon thirty (30) days written notice to MATA.

5. Whenever any notice, statement or other communications is required under this MOU, it shall be sent to the following addresses, unless otherwise specifically advised:

   Notice to SCS shall be sent to the following:

   Shelby County Schools
   Attn: Shawn Page, Deputy Superintendent
   Academics Operations and School Support
   Shelby County Board of Education
   160 S. Hollywood Street, Barnes Bldg., Room 201
   Memphis, Tennessee 38112

   Copy to:
   Office of the General Counsel
   Shelby County Board of Education
   160 S. Hollywood Street, Room 218
   Memphis, Tennessee 38112

   Notice to Provider shall be sent to the following:

   Nicole Lacey
   Chief Communications Partner
Memphis Area Transit Authority
1370 Levee Road
Memphis, TN 38108

6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of Tennessee and a suit to enforce this Agreement must be brought in an appropriate court of jurisdiction of Shelby County, Tennessee.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties. This Agreement expressly revokes any prior understandings, agreements, or representations, oral or written, of the parties. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both parties.

In witness whereof, the parties, through their authorized representatives, have affixed their signatures below

MEMPHIS AREA TRANSIT AUTHORITY

By: Gary J. Rosenfeld
Title: Chief Executive Officer

SHELBY COUNTY SCHOOLS

By: Dr. Joris M. Ray
Title: Superintendent

By: Shante K. Avant
Title: Board Chairperson

Approved as to Legal Form:

[Signature]
Associate General Counsel