State of Minnesota

Memorandum of Understanding

MINN€SOTA

This Memorandum of Understanding ("MOU") is made and entered into by and between the Minnesota Department of Public Safety, acting on behalf of the Driver and Vehicle Services Division (hereinafter "DVS"), and the Pelican Rapids Schools ISD 548 , a provider of remote web-based knowledge testing (hereinafter "Administrator"). DVS and the Proctor Administrator may be referred to jointly as "Parties."

1. **Purpose**

   The purpose of this MOU is to establish the terms and conditions under which DVS and the Administrator will deploy remote web-based knowledge testing (hereinafter "Program") that allows designated representatives of the Administrator to conduct driver knowledge tests utilizing the DVS Automated Testing System to eligible applicants. The Program will be jointly administered by DVS, which is statutorily responsible for the examination of drivers, and the Administrator in accordance with provisions of this MOU.

2. **Program Overview**

   The Program will enable the Administrator to administer driver knowledge testing to eligible applicants enrolled with the Administrator or enrolled in a program of the Administrator. Knowledge testing will be conducted online through a remote web-based testing portal created and maintained by DVS and its knowledge testing vendor (hereinafter "Vendor").

   Test results will be provided directly to DVS by the Vendor and retained in the DVS customer account. All Program testing records and results will be DVS records. At no time will the Administrator be required to make an applicant's driver knowledge testing record or results part of the applicant's education records.

   Eligible applicants for web-based knowledge testing through the remote testing portal include individuals age 15 years or older who do not hold an Instruction Permit issued by the Minnesota Department of Public Safety's Driver and Vehicle Services division. Applicants who pass the knowledge test will be eligible to apply for an Instruction Permit, provided the applicant is otherwise eligible according to Minnesota law, at any Minnesota driver license location. Applicants may only attempt one knowledge test per calendar day.

3. **Term and Termination**

   3.1 **Term**

   This MOU shall begin on the date the last signature is obtained and shall end five (5) years from the effective date.

   3.2 **Termination**

   Either party may terminate this MOU at any time, with or without cause, upon thirty (30) calendar days written or email notice to the other party or pursuant to the termination provision of subsection 5.3(c).

In addition, to the extent that the administration of the Program or any part thereof, is reliant on the availability of legislative appropriations at the federal, state, or local level, either party may terminate this MOU, in whole or in part, in the event of non-appropriation of funds, irrespective of the source, for the administration of the Program.

This MOU will automatically terminate upon the enactment of any state or federal law that makes this MOU or the Program unlawful.

4. Knowledge Proctors Participation

4.1   Individual representatives of the Administrator (hereinafter "Knowledge Proctor") authorized to conduct web-based knowledge testing to eligible applicants must be identified on the Administrator's "Application to Administer Web-Based Class D Knowledge Test" form filed with DVS. The Administrator's "Application to Administer WebBased Class D Knowledge Test" form is incorporated by reference into this MOU.

4.2   **Security**
DVS will assign individual user account names to each Knowledge Proctor. Knowledge Proctors will be responsible for setting their own secure password when initially logging on the system. Knowledge Proctors will be responsible for safeguarding their individual logon credentials and are prohibited from sharing their credentials with any other individual.

5. Responsibilities

5.1   **Department of Public Safety; Driver and Vehicle Services Division**
DVS specifically agrees to:
   a) Maintain remote testing portal and make it available for use by the Administrator and Knowledge Proctors.
   b) Manage individual Knowledge Proctor accounts including, but not limited to, the addition of new Knowledge Proctors, the assignment of Knowledge Proctor logon credentials, and the deletion of accounts, as required and necessary.
   c) Provide an implementation toolkit to the Administrator for distribution to Knowledge Proctors.
   d) Provide, as required and needed, technical assistance to Administrators and Knowledge Proctors. Technical assistance will be requested by an Administrator or Knowledge Proctor utilizing an email address provided by DVS. Technical assistance will not be available at times other than standard DVS business hours nor will technical assistance be available weekends, federal and state holidays, or any other time DVS is closed.

5.2   **Proctor Administrator**
Proctor Administrator agrees to:
   a) Complete and submit to DVS an "Application to Administer Web-Based Class D Knowledge Test" form identifying its Knowledge Proctor representatives authorized by Administrator to participate in the Program. Administrator will ensure the Knowledge Proctor receives and views a copy of this MOU prior to proctoring any web-based knowledge testing.
   b) Submit a new "Application to Administer Web-Based Class D Knowledge Test" form when a new Knowledge Proctor representative is authorized by Administrator to proctor any web-based knowledge test.
   c) Notify DVS via email within one (1) business day of revocation by Administrator of a Knowledge Proctor's authorization to proctor web-based knowledge testing including termination.

d) Ensure all Knowledge Proctors representing Administrator Proctor attend all training programs conducted by DVS.

e) Update, as necessary, all Knowledge Proctor account information.

f) In the event of any breach of law or security involving personal information, including breach by any third party, the Administrator will notify DVS via email within one (1) business day upon discovery and will fully cooperate with DVS to investigate the issue(s) and take all corrective action required by DVS.

5.3 Knowledge Proctor

Knowledge Proctor agrees to:

a) Adhere at all times to all rules, procedures, standards and guidelines established by DVS and the Administrator for participation in the Program.

b) Notify its Administrator as soon as practicable of any changes to ensure adequate time for DVS to process those changes.

c) Refrain for sharing logon credentials with any other individual. Improper use or sharing of logon credentials will be justification for immediate temporary or permanent termination of access privileges by the Knowledge Proctor and justification for immediate termination of this MOU by DVS. The Knowledge Proctor and its Administrator will be offered the opportunity by DVS to cure alleged misuses prior to termination of access privileges or this MOU. Knowledge Proctors identified in violation of this section may be subject to criminal charges.

d) Refrain from allowing a test applicant to complete a remote knowledge test under the Program if the applicant has in their possession any of the following prohibited items including, but not limited to:
   - Textbooks, manuals, scratch paper, notes, or other aids; and
   - Electronic devices including, but not limited to, mobile phones, smart watches, fitness bands, media players, iPads, headphones, cameras and any other devices with recording, internet, or communication capabilities; and
   - Reading material.

e) Comply with all audit requests by the DVS or the Administrator.

f) Accommodate, as necessary, a test applicant in order to comply with the Americans with Disabilities Act.

g) In the event of any breach of law or security involving personal information, including breach by any third party, the Knowledge Proctor will immediately notify the DVS upon discovery and will fully cooperate with DVS to investigate the issue(s) and take all corrective action required by DVS.

6. Mutual Agreements of DVS and Proctor Administrator

a) DVS and the Administrator may establish rules, procedures, standards or guidelines for the administration of and participation in the Program. Any such rules, procedures, standards or guidelines jointly established by DVS and the Administrator shall be incorporated by reference into this MOU.

b) Remote testing portal access privileges granted under this MOU may, at the discretion of DVS, be suspended or terminated without notice upon the discovery of any breach of, or failure to fulfill any responsibility established pursuant to this MOU or the documents incorporated by reference into this MOU.

c) DVS and the Administrator will be jointly responsible for any audits required or requested under the Program.

7. Technical Requirements

All functions of the Program are hosted on secure servers and accessed through the public Internet. The Administrator is responsible for providing all computers that will be used in performance of its duties under the Program. Any classroom or computer lab used to administer tests must also include one computer reserved for use by the Knowledge Proctor. Separate testing rooms must have different Knowledge Proctors assigned to each test room.

Computers used for administration of the Program must run on current, supported internet browsers including IE (10 and newer), Edge, Firefix, Chrome, and Safari, and must run on current, supported operating systems including Windows, Apple, IOA, Android and Linux.

All technical and configuration requirements are provided in the "Minnesota Automated Testing Configuration Guide" which will be provided by DVS to the Administrator. The Guide is incorporated by reference into this MOU.

8. Authorized Representatives

The DVS Authorized Representative is the person below, or her successor:

Name:	Andrea Fasbender, Driver Services Director
Address:	Department of Public Safety; Driver & Vehicle Services Division
	445 Minnesota Street, Suite 183
	St Paul, MN 55101-5183
Telephone:	651.201.7669
Email Address:	Andrea.Fasbender@state.mn.us

The Administrator's Authorized Representative is the person below, or his/her successor:

Name: Brian Korf, Interim Superintendent

Address: PO Box 642, Pelican Rapids, MN 56572

Telephone: 218-863-5910

Email address: bkorf@pelicanrapids.k12.mn.us

The parties may change their authorized representatives at any time by providing the other party written/email notice of such change within ten (10) business days of such change.

9. Notices

Any notice given pursuant to this MOU shall be in writing or email to the appropriate authorized representative identified in section 8, Authorized Representatives. Mailed notices must be sent registered or certified mail or via overnight express service.

10. Assignment, Amendments, Waiver, and MOU Complete

10.1 Assignment. Neither DVS or the Administrator may assign or transfer any rights or obligations under this MOU.

10.2 Amendments. Any amendment to this MOU must be in writing and will not be effective until it has been executed and approved by the authorized signatories or their successors.

10.3 Waiver. If DVS fails to enforce any provision of this MOU, that failure does not waive the provision or its right to enforce it.

10.4 MOU Complete. This MOU contains all negotiations and agreements between DVS and the Administrator. No other understanding regarding this MOU, whether written or oral, may be used to bind either party.

11. Liability
DVS and the Administrator agree each party will be responsible for its own acts and behavior and the results thereof to the extent authorized by law and shall not be responsible or liable for the acts of any others and the results thereof. The liability of DVS shall be governed by provisions of the Minnesota Torts Claims Act, Minnesota Statutes section 3.736, and other applicable law.

12. Right to Audit
Under Minnesota Statutes section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this MOU are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this MOU.

In addition, DVS reserves the right to audit the Administrator and its individual Knowledge Proctors to confirm compliance with this MOU. Audits may be conducted on-site during scheduled testing events. In consideration of safety and visitation rules, DVS and the Administrator will coordinate to establish guidelines to allow for audits to be conducted at random in order to protect the integrity of the testing process.

13. Government Data Practices
Both parties must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and 18 U.S.C. section 2721, as they apply to all data provided by DVS under this MOU and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by DVS or the Administrator under this MOU. The civil remedies of Minnesota Statutes sections 13.08 and 13.09 and 18 U.S.C. sections 2721-2725 apply to the dissemination of the data referred to in this clause by either DVS or the Administrator.

If the Administrator receives a request to release data referred to in this clause, the Administrator must immediately notify DVS. DVS will give the Administrator instructions concerning the release of the data to the requesting party before the data is released.

14. Governing Law, Jurisdiction, and Venue
Minnesota law, without regard to its choice-of-law provisions, governs this MOU. Venue for all legal proceedings out of this MOU, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. Limitations on Use
DVS and the Administrator agree to use any motor vehicle record information obtained under this MOU subject to and in accordance with the limitations of all applicable state and Federal laws, including the DPPA, 18 U.S.C. sections 2721-25. DVS and the Administrator further agree that any personal information used in connection with this MOU will not be published, redisclosed, or used to contact individuals, in accordance with 18 U.S.C. section 2721(b)(5).

16. Protection of Data

DVS and the Administrator agree to employ any and all security measures as are reasonably necessary to protect any data and/or information that the Administrator and its Knowledge Proctors come to possess as a result of this MOU from illegal or unauthorized access or redisclosure. The Administrator and its Knowledge Proctors agree not to sell, assign, or otherwise transfer or disclose any data or information obtained or received pursuant to this MOU.

17. Severability

Each provision of this MOU shall be interpreted in a way that is valid under applicable Minnesota law. If any provision is held invalid, the remainder of the MOU shall remain in full effect.

Minnesota Department of Public Safety;
Driver and Vehicle Services Division

Proctor Administrator:

Print name: _____

Print name: _____

Signature: _____

Signature: _____

Title: _____ Date: _____

Title: _____ Date: _____