

## **STUDENT TRANSPORTATION AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 19<sup>th</sup> day of September, 2006, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**CHARTER SCHOOL INSTITUTE TRAINING CENTER**

f/k/a MESSIANIQUE TRAINING CENTER AND INSTITUTE, INC.

(hereinafter referred to as "SCHOOL"),  
whose principal place of business is  
5420 North State Road 7  
Fort Lauderdale, Florida 33319

WHEREAS, the SBBC owns and operates a fleet of vehicles for the transportation of pupils; and

WHEREAS, the SCHOOL has been granted a contract by SBBC to operate a charter school in Broward County, Florida pursuant to Section 1002.33, Florida Statutes; and

WHEREAS, the charter school contract provides that the SCHOOL may contract with SBBC for the provision to the charter school of additional services beyond those provided under the charter school contract; and

WHEREAS, the SCHOOL is desirous of obtaining transportation services from SBBC and SBBC is willing to provide such services

**NOW, THEREFORE**, in consideration of the premises and of mutual covenants contained hereafter and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### **ARTICLE 1 - RECITALS**

1.01 Recitals

The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## ARTICLE 2 – SPECIAL CONDITIONS

### 2.01 Term

This Agreement shall commence on August 3, 2006 and shall continue in duration for one year through August 2, 2007.

### 2.02 Transportation Needs

Prior to the execution of the Agreement, the two parties have discussed the transportation needs of the SCHOOL and the approximate number of school buses that may be made available to the SCHOOL. The SBBC agrees to:

- Assign bus routes that serve all eligible students
- Transport students that reside outside a two-mile limit of the school, but no farther than four miles from the school, in accordance with state regulations.

The SCHOOL agrees that:

- The SBBC reserves the right to determine the type and capacity of bus to be used for each route for the most effective utilization of available transportation resources during the term of this contract.

### 2.03 Payment of Operation Cost by the SCHOOL

The SCHOOL agrees to fully reimburse the SBBC for the operating cost of school buses used by the SCHOOL during the term of this Agreement. The SCHOOL shall pay the SBBC'S posted transportation rate of forty-seven dollars per hour for a minimum of four hours per day for each school bus route provided, which sum shall cover use, operational costs, and reimbursement for driver's hours and all other costs and expenses incurred by the SBBC in supplying the school bus transportation.

Invoices for services provided will be sent monthly by the Transportation Services Department. Payment is due within thirty days of the invoice date. Past due invoices will be sent for all invoices not paid within thirty days.

### 2.04 School Opening and Closing Times

The SCHOOL agrees that SBBC reserves the right to set the opening and closing times of the school for the most effective utilization of available transportation resources during the term of this contract.

2.05 Student Information

The SCHOOL agrees to ensure that all information for students requiring school bus transportation will be properly entered and maintained current in the SBBC TERMS student database during the term of this contract.

2.06 Collection of Student Ridership Data

The SCHOOL agrees to coordinate the collection of the required student ridership data for transportation eligible students during each Florida Educational Finance Program (FEFP) survey period and forward the data to the SBBC Pupil Transportation Department for submission to the Department of Education (DOE).

2.07 Safety

The SCHOOL agrees to:

- Provide supervision to conduct emergency school bus evacuation drills for all transported students during the first six weeks of each semester and maintain documentation of the drills at the school.
- Provide instruction in safe riding practices to all transported students during the first six weeks of the first semester of the school year.
- Provide adequate supervision in the school bus loading area at the school to insure student safety.

2.08 Student Discipline

The SCHOOL agrees to take all necessary action to ensure that students provided with school bus transportation adhere to the SBBC Student Code of Conduct while riding the bus.

2.09 Lack of Petroleum Products

It is further agreed that in the event petroleum products required to operate this Agreement, or part of this Agreement, become unavailable, the obligations of each party hereunder may be terminated by the SBBC upon no less than twenty-four (24) hours notice in writing to the SCHOOL. The SBBC shall be the final authority as to the availability of petroleum products.

2.10 Bus Drivers Assigned by SBBC

When school vehicles are used by the SCHOOL, under no circumstances will the vehicle be driven by anyone other than bus drivers qualified, trained, certified, and assigned by the SBBC. School buses will be operated under the same rules, regulations, policies, and procedures as SBBC pupil transportation and governed accordingly. Drivers shall at all times be considered employees or agents of the SBBC.

2.11 Damage to the Vehicles Paid by the SCHOOL

The SCHOOL agrees to pay for any damage to the school vehicles while such vehicles are under the SCHOOL'S use which damage is attributable directly to that use, and caused by the SCHOOL, its' employees, or its' students. All accidents involving a school vehicle will be reported as provided by procedures now existent or required in the daily operation of the SBBC.

2.12 Reporting of Incidents Involving Non Pupil Passengers

The SCHOOL agrees to report to the SBBC the nature and extent of any incidents resulting in property damage or personal injury to a passenger while boarding, riding in, or deboarding from such vehicle and indemnify and hold harmless the SBBC from any and all claims arising out of such incidents, to the fullest extent allowed by the Constitution and the laws of the state of Florida, if such injury or damage is caused by any act or omission of an employee of SCHOOL.

2.13 Method of Reimbursement

Unless otherwise agreed upon by the parties in writing, the costs borne by the SBBC on behalf of the SCHOOL under this Agreement will be reimbursed as invoiced; and in a reimbursement period not to exceed thirty (30) days from presentment or receipt of the referenced invoice to the SCHOOL Contract Administrator.

2.14 Geographic Limitations on the Use of School Vehicles

The SCHOOL will limit its use of school vehicles to and within the confines of the Tri-County Area. Under no circumstances should the vehicle be taken outside of the geographical limits set forth in this paragraph.

2.15 Passenger Load Limit

When the SCHOOL'S use of the school vehicle (s) is made, the passenger capacity transported shall not exceed the rated capacity of the said

vehicle(s). Standees shall not be permitted at any time. The SCHOOL shall not use school vehicles for any purpose whatsoever outside of the use covered by this Agreement.

2.16 Cancellation

The SCHOOL reserves the right to cancel any trips it deems necessary with at least twenty-four (24) hours notice prior to the scheduled trip at no charge. Otherwise, a trip canceled within the twenty-four (24) hour time frame will result in a \$150.00 cancellation fee.

2.17 Contract Administrator and Contract Representative

The SCHOOL's Contract Administrator for this Agreement is Brenda Sears, Assistant Director, or designee. The Contract Representative for the SBBC is the Director of Pupil Transportation, Pupil Transportation Department, 3895 Northwest 10th Avenue, Oakland Park, Florida 33309, or designee.

2.18 Insurance

The SCHOOL agrees to maintain the following insurance coverage:

Comprehensive General Liability coverage with bodily injury limits of not less than \$1,000,000 per occurrence with combined single limit for bodily injury and property damage. The SBBC shall be named as an additional insured under the General Liability policy.

2.19 Indemnification

Each party agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

**ARTICLE 3 – GENERAL CONDITIONS**

3.01 No Waiver of Sovereign Immunity

Nothing contained in this Agreement, including but not limited to the Indemnification section of Article 2, is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

3.02 No Third Party Beneficiaries

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

3.03 Non-Discrimination

The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability, or sexual orientation.

3.04 Termination

This Agreement may be canceled by either party during the term thereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.05 Records

Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.06 Entire Agreement

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.08 Preparation of Agreement

The Parties acknowledge that they have sought and obtained whatever competent advise and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation for this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.09 Waiver

The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 Compliance with Laws

Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11 Governing Law

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement of interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.12 Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.13 Assignment

Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.14 Force Majeure

Neither party shall be obligated to perform any duty, requirement or obligation under his Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotion, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 Place of Performance

All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.16 Severability

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforcability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 Notice

When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with



the provisions of the paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, FL  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Director of Pupil Transportation  
The School Board of Broward County, FL  
3895 NW 10 Avenue  
Fort Lauderdale, Florida 33309

To SCHOOL: Charter School Institute Training Center  
Brenda Sears, Assistant Director  
5420 North State Road 7  
Fort Lauderdale, FL 33319

3.18 Captions

The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 Authority

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.20 Background Screening

SCHOOL agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that SCHOOL and all of its personnel who (1) are permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of SCHOOL or its personnel providing any services under the

conditions described in the previous sentence. SCHOOL will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to SCHOOL and its personnel. The Parties agree that the failure of SCHOOL to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. SCHOOL agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in SCHOOL's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

**FOR SBBC**

(Corporate Seal)

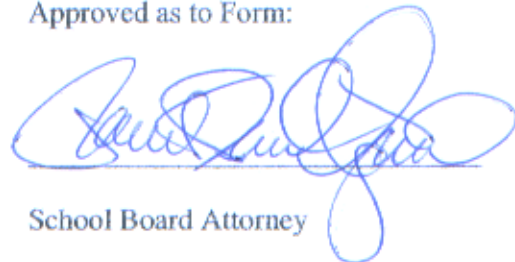
THE SCHOOL BOARD OF  
BROWARD COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Benjamin J. Williams, Chair

\_\_\_\_\_  
Franklin L. Till, Jr., Superintendent of Schools

Approved as to Form:

  
\_\_\_\_\_  
School Board Attorney

FOR SCHOOL

(Corporate Seal)

CHARTER SCHOOL INSTITUTE TRAINING CENTER

ATTEST:

[Signature]  
Secretary

By:

[Signature]  
Name and Title

Joseph Valbrun  
Printed Name

-or-

[Signature]  
Witness

[Signature]  
Witness

**The Following Notarization is Required For Every Agreement Without Regard to Whether the SCHOOL Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF FLORIDA  
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of August 2006 by Joseph Valbrun of Charter School Institute Training Center, on behalf of the agency. He/She took an oath and is personally known to me or has produced FL Drivers License as identification and did/did not first take an oath.

My Commission Expires:

[Signature]  
Signature - Notary Public

(SEAL)  Assyria O'Flaherty  
Commission #DD549301  
Expires: MAY 08, 2010  
www.AARONNOTARY.com

ASSYRIA O'FLAHERTY  
Printed Name of Notary

DD549301  
Notary's Commission No.