

AGENDA REQUEST FORM
The School Board of Broward County, Florida

Meeting Date 08/14/01	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; padding: 5px; text-align: center;"> Open Agenda <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </td> <td style="width:50%; padding: 5px; text-align: center;"> Time Certain Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </td> </tr> </table>	Open Agenda <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Time Certain Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agenda Item Number E-6
Open Agenda <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Time Certain Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

TITLE:
Transportation Agreement for Learning Excellence Foundation of West Broward County, Inc.

REQUESTED ACTION:
Approve a new agreement between The School Board of Broward County, Florida and Learning Excellence Foundation of West Broward County, Inc. to provide school bus transportation for the students attending Chancellor Charter School at Weston during the 2001-02 school term.

SUMMARY EXPLANATION AND BACKGROUND:
This agreement will provide student school bus transportation for the students attending Chancellor Charter School at Weston on district school buses for the 2001-02 school term.
The agreement has been reviewed and approved as to form by the School Board Attorney.

- MAJOR SYSTEM GOALS:**
- Goal One: All students will achieve at their highest potential.
 - Goal Two: All schools will have equitable resources.
 - Goal Three: All operations of the school system will support and align with student achievement and needs.
 - Goal Four: All stakeholders work together to build a better school system.

FINANCIAL IMPACT:
Learning Excellence Foundation of West Broward County, Inc. will reimburse the district for the cost of this service.

- EXHIBITS: (List)**
1. Student Transportation Agreement

BOARD ACTION: <div style="text-align: center; font-size: 1.2em; font-weight: bold;">APPROVED</div>	SOURCE OF ADDITIONAL INFORMATION: <table style="width:100%;"> <tr> <td style="width:70%;">Arlin Vance</td> <td style="width:30%;">928-0252</td> </tr> <tr> <td><small>Name</small></td> <td><small>Phone</small></td> </tr> </table>	Arlin Vance	928-0252	<small>Name</small>	<small>Phone</small>
Arlin Vance	928-0252				
<small>Name</small>	<small>Phone</small>				

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Support Services
John M. Quercia, Associate Superintendent *John M. Quercia*

AUG 14 2001

Approved in Open Board Meeting on: _____
By: *Paul Bil* _____ School Board Chairperson

STUDENT TRANSPORTATION AGREEMENT

THIS AGREEMENT is made and entered into as of this 14th day of August, 2001, 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

**LEARNING EXCELLENCE FOUNDATION OF WEST BROWARD COUNTY,
INC.**

(hereinafter referred to as "SCHOOL"),
whose principal place of business is
c/o Keith J. Blum
100 S.E. 2nd Street, 28th Floor
Miami, FL 33131

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 228.056, 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 14, 2001 and shall continue in duration for one year through August 13, 2002.

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.

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.

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 data base 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 vehicles 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 Emilio F. Fox, Senior Vice President of Charter School Operations, 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.

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: Chancellor Academy
Charter School Operations
Emilio F. Fox, Senior Vice President
3250 Mary Street, Suite 202
Coconut Grove, FL 33133

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.

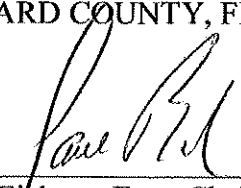
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.


FOR SBBC

(Corporate Seal)

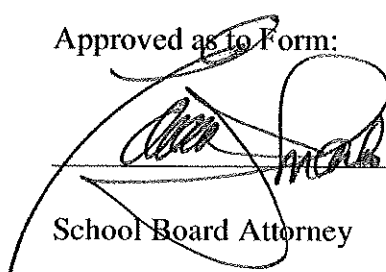
THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

ATTEST:

By 
Paul D. Echner, Esq., Chairperson

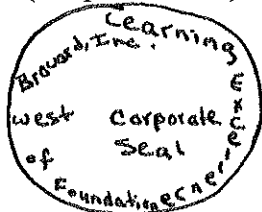

Franklin L. Till, Jr., Superintendent of Schools

Approved as to Form:


School Board Attorney

FOR SCHOOL

(Corporate Seal)



LEARNING EXCELLENCE FOUNDATION OF WEST BROWARD COUNTY, INC.

ATTEST:

, Secretary

By: Virginia M. Braddock, Pres
Name and Title

-or-

Virginia M. Braddock, Pres.
Printed Name

Barbara Conner
Witness Barbara Conner

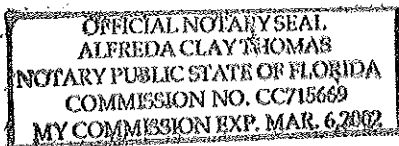
Regina Washington
Witness Regina Washington

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 Miami-Dade

The foregoing instrument was acknowledged before me this 26th day of July, 2001 by Virginia Braddock of Learning Excellence Foundation of West Broward County, Inc., on behalf of the agency. He/She took an oath and is personally known to me or has produced FO# B632-893-37-869-0/01 as identification and did/did not first take an oath.

My Commission Expires:



(SEAL)

Alfreda C. Thomas
Signature - Notary Public

ALFREDA C. THOMAS
Printed Name of Notary

Notary's Commission No.