

MOT Charter School

Transportation Contract for the 2012-2013 School Year

This agreement is made and entered into this 12 day of July 2012, by and between MOT Charter School and Lehanes Bus Services Inc. ("Contractor").

WHEREAS, MOT Charter School has taken upon itself to provide transportation services for students who attend MOT Charter School;

WHEREAS, Contractor is willing to furnish such Transportation Services for the consideration and on the terms specified in this agreement;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this agreement, Contractor and MOT Charter School agree as follows:

I. SCOPE OF WORK

- A. Contractor shall provide all student transportation services, and maintain all vehicles in compliance with this agreement and all applicable laws and regulations governing the operations of school buses and the transportation of students for school, field trips, athletic contests, and extra-curricular trips as well as the reporting and handling of student discipline incidents.
- B. No person other than students, Contractor employees, MOT Charter School employees, approved chaperones or drivers in training shall be permitted to use the vehicles without the prior written consent of MOT Charter School.
- C. Transportation may be on any day or days during the term of the agreement.
- D. MOT Charter School reserves the right to determine the number of buses. For the 2012-2013 school year, contractor will provide at least 15 buses.
- E. MOT Charter School enrolls 675 students in grades K-8 (75 students per grade). Approximately 625 students ride the bus to and from school.
- F. In the 2012-2013 school year, there will be 186 school days.
- G. Whenever school is cancelled, delayed or is dismissed early, the Head of School shall notify Contractor no later than 6:00 a.m. on the day of such cancellation or delay or not later than one (1) hour before early dismissal.
- H. Contractor shall immediately report to the Head of School by telephone (office, cell, home) any events or circumstances, which cause unavoidable delay or in any way

interfere with the strict performance of this agreement. This may include, but is not limited to equipment failures, breakdowns, employee absences, traffic or road conditions.

II. ROUTING AND PICK UP

- A. Contractor shall be primarily responsible for planning all routes, stops and schedules and, in doing so, shall comply with all relevant laws and regulations. Contractor agrees to work with MOT Charter School in planning the routes to establish the most advantageous routing plan for the safety and convenience of the students. All bus routes must be one hour or less in duration. Routes and stops must be approved by MOT Charter School's Head of School, or her designee, and may be revised to adapt to changing conditions and/or for more efficient operation. Any subsequent changes to routes, once approved, must receive prior written approval of MOT Charter School.
- B. MOT Charter School shall provide adequate and accurate student data to Contractor prior to July 1, and shall update such data as necessary on an ongoing basis.
- C. Students shall not be required to cross dangerous thoroughfares to reach school bus transportation.
- D. Contractor agrees to promptly, courteously, and continuously address any and all complaints or concerns brought to its attention by parents, guardians, family members, and employees of MOT Charter School or other parties representing the interests of the students.
- E. Any parent/guardian inquiries and concerns received by Contractor will be promptly documented and provided to MOT Charter School as they arise. Documentation shall include a description of the inquiry or concern, record of consultation with the driver or other party, and a description of the action taken.
- F. Bus arrival time at the school is 8:10 - 8:15 a.m. in the morning and 3:00 - 3:10 p.m. in the afternoon.
- G. MOT Charter School's policy is that children in Kindergarten and Grade 1 must be met by an adult guardian at the bus stop or the bus driver will return the child to the school.
- H. Changes in the number of children on any route, or any new accommodations necessary for safe and convenient service, shall be adjusted by the parties at the beginning of each year or at any time such adjustment is deemed necessary by MOT Charter School in the interest of safe and efficient service. No charge shall be allowed for an increase in the number of persons transported unless such increase requires the use of one or more additional buses.

- I. Contractor shall require pre-trip safety inspections of all buses and post-trip inspections to identify any students left on the bus, to identify and return any student property left on the bus, and to note any new damage to the bus.
- J. Contractor shall perform the required series of bus safety and evacuation drills twice each year of the contract. Drills will be scheduled and carried out at the school to the satisfaction of the school leadership during the fall and spring and will involve all students. Equipment, drivers and safety instructors will be furnished by Contractor at no additional cost to MOT Charter School.
- K. Contractor shall immediately report all accidents and breakdowns involving MOT Charter School students and any Contractor bus to the Business Manager or Head of School and within 24 hours shall follow up with a written report.

III. BUS DRIVERS

- A. Contractor shall employ a sufficient number of drivers and support personnel to assure MOT Charter School continuous and reliable service. Contractor shall carefully choose drivers based upon their driving skill and character. Contract shall provide reasonable assurance that all drivers are of excellent moral character and the type of person who should work with children.
- B. All bus drivers will be employees of Contractor. Contractor shall pay all applicable payroll taxes and deductions required by law.
- C. All drivers will be qualified, competent, and trained in the operation of the buses that they drive and in dealing and handling students with whom they will interact, including students with special needs.
- D. All drivers shall possess a current driver's license validated for driving school buses. Contractor shall ensure that all drivers are properly trained, tested, and licensed to meet all statutes, laws and regulations currently in effect and any that are enacted during the life of this contract.
- E. Each driver shall have a certified safe driving record according to the requirements of Delaware law.
- F. All drivers and staff employed to provide transportation under this agreement shall have undergone a criminal background check.
- G. Contractor shall maintain copies of Bureau of Motor Vehicles abstracts, conviction record transcripts, and references on all drivers, all of which shall be made available to MOT Charter School upon request.

- H. Contractor shall provide to the MOT Charter School Business Manager a current list of the bus driver's names, addresses and telephone numbers who will operate buses and the identification number of the assigned buses before the opening of the school year. Full and complete driver files as defined by the Department of Education shall be provided to the school for all drivers, and substitute drivers before the opening of the school year. If any changes are made to the drivers employed to drive for MOT Charter, this information, and complete driver files shall be provided before the driver begins to drive MOT Charter students.
- I. There shall be no smoking eating, drinking, texting, or personal cell phone use by drivers while transporting children to and from school or during any other school trips. There shall be no smoking on any school property.
- J. Drivers shall, at all times, be courteous and exemplary in speech, actions and dress before children.
- K. Drivers shall not leave a bus unattended when children are in a bus. In an emergency, the driver's first concern shall be for the safety of the children.
- L. Drivers will not use physical discipline of any kind with any child. Any driver who violates this shall be immediately removed from driving MOT Charter School students. **Contractor agrees to make drivers available to MOT Charter School 2 times: for a 2-3 hour meeting prior to the start of school; and student management/discipline training that is expected to last 2-4 hours within the first month of school.**
- M. Contractor will certify the amount of training that each driver has received in:
- (1) Conflict Resolution/human relations;
 - (2) Behind-the-wheel;
 - (3) Student management;
 - (4) Other training relevant to the performance of this agreement.
- N. At any time during the life of this contract, MOT Charter School may conduct, or require the Contractor to conduct, a driver orientation program pertaining the drivers' performance requirements of this contract.
- O. Contractor agrees to promptly investigate all complaints of improper conduct on the part of any driver and to report the results of the investigation to the Head of School or Business Manager. No person will be permitted to drive under this agreement if there is reason to believe that such person has engaged in any improper conduct with a student.
- P. Decisions as to the assignment and termination of its employees shall be at the sole discretion of Contractor. MOT Charter School may request, in writing, that Contractor reassign a bus driver, or to have a driver removed from service to MOT Charter School. Contractor shall promptly consider any such request and notify MOT Charter School in writing of its decision and the reason for its decision. **Contractor agrees to work**

cooperatively with MOT Charter School in finding drivers with the appropriate student/parent relationship skills and will work to find replacement drivers for those who are not willing to treat MOT Charter students and parents with respect.

- Q. Contractor shall provide MOT Charter School with the name, location and telephone number of the person responsible for maintaining the operations and guaranteeing the availability of buses and drivers during the duration of this agreement.

IV. EQUIPMENT

- A. Contractor shall furnish buses that conform in all aspects to state laws, the rules and regulations of the Department of Education and the Registry of Motor Vehicles and any other regulatory agency with jurisdiction over the transportation of school children.
- B. Contractor agrees to furnish buses that are satisfactory to MOT Charter School, and to make required modifications, including equipment to accommodate handicapped students, if required.
- C. Contractor shall be solely responsible for the operation, maintenance and repairs of all buses. Contractor shall maintain all equipment in first class condition.
- D. Contractor shall maintain the inside and outside of the buses at all times in a condition of cleanliness satisfactory to MOT Charter School.
- E. Each bus shall at all times carry the following equipment:
Reflective traffic triangles;
First aid kit;
Any other equipment required by law or regulation;
Two way communication system satisfactory to MOT Charter School.
- F. Contractor shall have one bus available at all times as a spare. Contractor shall provide a replacement bus within 20 minutes anytime an original bus becomes disabled.
- G. Contractor shall provide the Business Manager with the registration number of all buses and keep the list current at all times.
- H. All buses must pass any and all inspections and tests required by state and federal laws and regulations.
- I. Contractor will maintain records reflecting all maintenance and repair performed on each bus. MOT Charter School shall be permitted to review such records upon request.
- J. Contractor shall provide buses to MOT Charter School that are not older than 8 years.

V. INSURANCE

- A. Contractor shall carry standard liability insurance of at least \$1,000,000 on account of injury to or death of any one person, and at least \$1,000,000 on account of any one accident resulting in injury to or death of more than one person. Contractor also agrees to provide property damage insurance in the amount of \$100,000 for each vehicle used. Such insurance shall also include extraterritorial insurance.
- B. Contractor shall carry uninsured/underinsured insurance in amounts of \$1,000,000 each incident.
- C. Contractor shall carry Worker's Compensation Insurance of not less than statutory limitations on all employees working under the provisions of this contract.
- D. At the time of execution of this contract and before July 1 of each year of the contract, contractor shall furnish MOT Charter School with a certificate indicating the Contractor has complied with the insurance requirements as set forth above. The certificate shall contain the provision to notify MOT Charter School at least thirty days prior to the cancellation or termination of the insurance coverage. The insurance certificate shall also show MOT Charter School to be an additional insured on all policies pertaining to the performance of this contract.
- E. Termination of the insurance required by this contract during the term of the contract shall constitute a breach of contract.

VI. BILLING AND PAYMENT

- A. MOT Charter School shall pay Contractor **\$530,400** in annual compensation for providing 186-190 days of transportation services as described in this agreement for the 2012-2013 school year. **Should the state transportation reimbursement to MOT Charter School be less than \$530,400, the contractor agrees to accept the total state transportation reimbursement amount as payment in full for services as described in this agreement for the 2012-2013 school year.**
- B. The annual amount shall be paid in ten (10) equal installments of **\$ 53,040** beginning in September 2012 thru June 2013 with the exception of sums due for field trips, athletic events and other extra-curricular activities. If payment begins in August 2012 thru May 2013, a 2% discount of **\$ 1060.80** can be deducted from the August 2012 invoice if paid before September 1, 2012.
- C. Contractor agrees to invoice the school at the end of every month for regular transportation. Excess hours and field trips may be invoiced per occurrence and shall include a trip sheet reflecting the activity and an itemized bill. Payment terms shall be net 30 days.

- D. MOT Charter School agrees to pay a flat rate of **\$98.00 per bus** for any additional trips that are within a 30 mile radius from MOT Charter School. All other additional trips will be quoted prior to booking.
- E. Contractor agrees to credit the school each time MOT Charter School does not receive the service required by this contract.

VII. MISCELLANEOUS

- A. This agreement shall become effective upon execution by both parties and shall govern the provision of transportation services for the 2012-2013 school year.
- B. **MOT Charter School and Contractor may terminate this agreement with 60 days written notice for cause after 30 days notice of performance dissatisfaction and an opportunity to cure the alleged failure of performance.** Contractor shall be compensated for all services rendered prior to termination.
- C. This contract shall be binding on heirs, successors or assigns in the event of a change in management, through sale or by other means. No part of this contract shall be assigned, delegated, sublet, or in any way transferred without the prior written consent of MOT Charter School.
- D. In the case of failure on the part of the Contractor to meet the obligations contained in this contract, MOT Charter School reserves the right to terminate the contract and secure an alternate provider of transportation services, and shall collect from Contractor any difference in price as a result of such failure of Contractor.
- E. Contractor is an independent contractor, contracted with to provide transportation services only.
- F. Contractor shall indemnify, defend and hold MOT Charter School's officers, directors and employees harmless from and against any and all loss, cost, expense, or damage, including attorney fees with respect to any claim, liability, demand, controversy, action at law, equity or administrative proceeding arising out of or in connection with this agreement, or arising from any and all acts or omissions of Contractor, its agents, employees, or licensees.

G. All notices to be given by the parties to this agreement shall be in writing and served by Federal Express or First Class Mail:

(1) Notices to:

Linda J. Jennings
MOT Charter School
1156 Levels Road
Middletown, DE 19709

(2) Notices to:

Joan Rossell
Lehane's Bus Service, Inc.
1705 New Castle Ave
New Castle, DE 19720

FOR THE CONTRACTOR

FOR MOT CHARTER SCHOOL

JOAN ROSSELL
NAME

Linda J. Jennings
NAME

President
TITLE

Head of School
TITLE

Joan Rossell
SIGNATURE

Linda J. Jennings
SIGNATURE

MOT Charter School
2012-2013 Transportation Contract

APPENDIX A

LICENSE NUMBER	MANUFACTURER	SERIAL #	YEAR	SEATING MILEAGE	CAPACITY	
MOT 1	C497516	INTERNATIONAL	4DRBUAFN38A503755	2008	70274	72
MOT 2	C497513	INTERNATIONAL	4DRBUAFN58A503756	2008	99630	72
MOT 3	CL57285	INTERNATIONAL	4DRBUSKN3BB360240	2011	21507	72
MOT 4	C497514	INTERNATIONAL	4DRBUAFN08A503759	2008	79505	72
MOT 5	C51732	INTERNATIONAL	4DRBUAAP08A493596	2008	46444	72
MOT 6	C51636	INTERNATIONAL	4DRBUAAP28A493597	2008	51506	72
MOT 7	C18270	INTERNATIONAL	4DRBUSKN78A577353	2008	74366	72
MOT 8	CL48160	INTERNATIONAL	4DRBUAAN38A577443	2008	79487	72
MOT 9	CL48137	INTERNATIONAL	4DRBUSKP88A577329	2008	48654	72
MOT 10	C85900	INTERNATIONAL	4DRBUAAP69A684795	2009	66073	72
MOT 11	CL57320	INTERNATIONAL	4DRBUSKN7BB360239	2011	30364	72
MOT 12	C497515	INTERNATIONAL	4DRBUSKN3BB360240	2011	106104	72
MOT 13	CL57246	INTERNATIONAL	4DRBUSKN5BB360241	2011	40212	72
MOT 14	CL57072	INTERNATIONAL	4DRBUSKN7BB360242	2011	26381	72
MOT 15	CL56985	INTERNATIONAL	4DRBUSKN9BB360243	2011	55436	72
SPARE	C85128	INTERNATIONAL	4DRBRABN84A966587	2011 2004	131968	72

MOT Charter School agrees to pay contractor an additional \$5,000, in December 2012 and another additional \$5,000 in June 2013 if the following conditions have been met as of the conclusion of the 2012-2013 school year. It is MOT Charter School's sole determination as to whether these conditions have been met. MOT Charter School agrees to immediately notify Lehanes (Contractor) of any failure to meet these conditions. This agreement in no way alters the Contractor's obligations under the Transportation Contract for the 2012-2013 School Year between MOT Charter School and Contractor and executed this same date.

1. Contractor shall immediately report to the Head of School by telephone of any event or circumstance, which is likely to cause unavoidable delay or in any way interfere with the arriving at its scheduled stops on time, including MOT Charter School at the beginning or end of the day. This may include, but is not limited to equipment failures, breakdowns, employee absences, and traffic or road conditions.

Linda Jennings

Cell: 302-593-2720

Home: 302-376-9163

School: 302-376-5125 ext. 1102

If contractor is not able to reach the Head of School, Contractor shall call the school at 7:30 am and notify Sue DiIanni at MOT Charter School.

2. On no more than 3 occasions will service to MOT Charter School be interrupted due to equipment failure.
3. All parent concerns received by contractor will be promptly documented and provided to MOT Charter School as they arise. Documentation shall include a description of the inquiry or concern, record of consultation with the driver or other party, and a description of the action taken.
4. On or before July 30, contractor shall provide MOT Charter School with the name, location and telephone number of the person responsible for maintaining the operations and guaranteeing the availability of buses and drivers during the duration of this agreement.
5. Contractor shall have one bus available at all times as a spare. Contractor shall provide a replacement bus within 20 minutes anytime an original bus becomes disabled.
6. On or before July 30, Contractor shall provide the Business Manager with the registration number of all buses and keep the list current at all times.

7. On or before July 30, contractor shall provide the Business Manager with a list of all regular and substitute drivers, as well as complete driver file information, and shall keep the files current at all times.
8. On or before July 30, contractor shall furnish MOT Charter School with a certificate indicating the Contractor has complied with the insurance requirements as set forth in the contract.

FOR THE CONTRACTOR

JOAN ROSSELL
NAME

President
TITLE

Joan Russell
SIGNATURE

FOR MOT CHARTER SCHOOL

Linda J. Jennings
NAME

Head of School
TITLE

Linda J. Jennings
SIGNATURE