



750 Stanton Christina Rd.
Newark, DE 19713
Tel: 302 998 2848
Fax: 302 998 0913

TRANSPORTATION CONTRACT

This AGREEMENT is made August 1, 2012, by and between the Kuumba Academy Charter School, 519 North Market Street, Wilmington, Delaware 19801, and FIRST STUDENT, INC., a Florida Corporation, Tax ID Number 65-0005982.

WHEREAS, FIRST STUDENT agrees to furnish transportation to students attending the Kuumba Academy Charter School after school programs agree to compensate FIRST STUDENT for transportation services under the following terms and conditions:

Term of CONTRACT: From August 1, 2012-July 31, 2013

2) Number of Routes and schools served:

(4) Home to School, School to Home routes

Terms of FIRST STUDENT Compensation:

The price for the route without an aide is \$210.00 per day/per bus.

The price for the route with an aide is \$260.00 per day/per bus.

Buses for your local field trips will be \$47 per hour.

Buses for your out of town field trips will be \$62 per hour.

Kuumba Academy Charter School shall have the right to approve each route and to determine if each individual route requires the need for a bus monitor and can cancel the bus monitor at which time they are deemed unnecessary for the route. Kuumba Academy Charter School will only be billed for bus/monitor services that are rendered for the month.

All extracurricular charters will be billed according to the First Student billing template. The template takes into consideration mileage, maintenance, fuel, driver's wages and profitability.

A quote will be provided Kuumba Academy Charter School prior to confirmation and booking of the extracurricular bus.

The Kuumba Academy Charter School will be billed each month by First Student, Inc for the amount of days service was rendered for the month.

3) FIRST STUDENT agrees to comply with all Delaware state as well as Federal and any local statutes applicable to the transportation of school children.

4) FIRST STUDENT warrants that vehicles used by it in the performance of this CONTRACT shall be fit for the purpose they are intended and that the drivers operating them shall be duly licensed and capable of performing the duties required herein. Kuumba Academy

Charter School shall have the right to require a criminal background and motor vehicle violation check on each driver and monitor, and First Student shall provide a roster of bus drivers and monitors to the Kuumba Academy Charter School.

5) The Kuumba Academy Charter School warrants that it shall not terminate the CONTRACT prior to expiration, unless FIRST STUDENT has failed to materially perform its expressed duties.

6) FIRST STUDENT shall be excused from performance when or acts of nature, acts of civil or military authorities, fire, accidents, shutdowns for the purpose of emergency repairs, strikes, or any other industrial, civil or public disturbances of any type or nature whatsoever cause the inability to perform any requirements of this Contract. Contractor is relieved of any liability or costs incurred by the Kuumba Academy Charter School its employees, agents, offices and any members thereof, for its inability to perform under the circumstances contained in this provision.

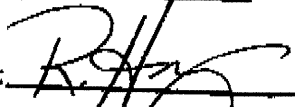
7) FIRST STUDENT shall indemnify, defend and hold harmless the Kuumba Academy Charter School its agents, servants and employees, from and against any and all claims and damages of every kind, for injury to or death of any person or persons and for damage to or loss of property, arising out of or resulting from acts or omissions of First Student, its agents servants or employees in its performance of this Contract during the term hereof, and including but not limited to, damages, sustained by former FIRST STUDENT employees arising out of their employment with First Student in its performance of this Contract during the term hereof. The Kuumba Academy Charter School shall indemnify, defend and hold harmless FIRST STUDENT, its agents, servants and employees, from and against any and all claims and damages of every kind, for injury to or death of any person or persons and for damage to or loss of property, arising out of or resulting from the acts or omissions of the Kuumba Academy Charter School, its agents, servants or employees in its performance of this Contract during the term hereof, and including but not limited to, damages sustained by former Kuumba Academy Charter School employees arising out of their employment with the Kuumba Academy Charter School or the termination thereof by the Kuumba Academy Charter School.

8) This Contract contains the entire agreement and understanding between Kuumba Academy Charter School and FIRST STUDENT. There are no additional promises or terms other than as contained in this Contract Document. This Contract may not be modified except in writing signed by the parties or by their authorized representatives.

9) The contract shall not be assigned or any part subcontracted without the written consent of the Kuumba Academy Charter School.

10) Kuumba Academy Charter School will be granted copies of the Department of Transportation driving credentials of the drivers who provide service for their students.

FIRST STUDENT, INC.,

By: 

Printed Name: Reginald Henry

Attest: _____

By: _____

Kuumba Academy Charter School

1951 N. Market Street

Wilmington, Delaware 19801

By: 

Printed Name: Sally Maldonado

Attest: _____

By: _____