



**LYCÉE FRANÇAIS
DE LA NOUVELLE-ORLÉANS**

STUDENT TRANSPORTATION AGREEMENT BETWEEN

A & S TRANSPORTATION INC

AND

LYCÉE FRANÇAIS DE LA NOUVELLE-ORLÉANS

STUDENT TRANSPORTATION AGREEMENT

This Student Transportation Agreement (this “Agreement”), dated and made effective as of the 1st Day of July, 2022 (the “Effective Date”), is entered into by and between **A&S Transportation Inc.** (the “Contractor”), a Louisiana Limited Liability Company with its principal place of business at **4099 Industrial Pkwy, New Orleans, LA 70129** (together with its successors and assigns, the “Contractor”), and **Lycée Français de la Nouvelle-Orléans** (the “School”) with its principal place of business located at **5951 Patton Street, New Orleans, Louisiana 70115**.

WITNESSETH:

WHEREAS, the School desires to engage Contractor to provide, and Contractor desires to provide to the School, the Services (as defined below), including certain transportation services for Students enrolled at the School, subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

“AM Route Services” – as defined in Section 2.1(a)(i) of this Agreement.

“Applicable Law” – means any applicable federal, state, or local law, statute, ordinance, rule, guideline, regulation, order, writ, decree, judgment, agency requirement, license or permit, specifically to include Code of the City of New Orleans Louisiana, Section 162, 1800 – 1831, which is attached hereto and incorporated herein as Exhibit D.

“Bus Policies” – means those Bus Policies set forth in Exhibit A hereto and made a part hereof.

“Bus Stop” – as defined in Section 2.1(a)(i) of this Agreement.

“Canceled School-Day” – means a School-Day that is canceled before its start, for any reason, by the School at its sole discretion.

“Compensation” – as defined in Section 4.1(a) of this Agreement.

“Designated Arrival Time” – as defined in Section 2.3(e) of this Agreement.

“Designated Departure Time” – as defined in Section 2.3(e) of this Agreement.

“Expenses” – as defined in Section 4.1(b) of this Agreement.

“Force Majeure” – as defined in Section 4.2(c) of this Agreement.

“Loaned Materials” – as defined in Section 4.1(c) of this Agreement.

“Monitor” – as defined in Section 9.1 of this Agreement.

“Payment Invoice” – as defined in Section 4.1(a) of this Agreement.

“Permits” – as defined in Section 6.1(b) of this Agreement.

“PM Route Services” – as defined in Section 2.1(a)(ii) of this Agreement.

“Qualified Driver” – means a driver of a School Bus who meets or exceeds the qualifications set forth in Code of the City of New Orleans Louisiana, Section 162, 1812 and any additional qualifications included in the list below:

- 1) Applicants must be 21 years of age or older.
- 2) Applicants for a school bus driver's permit, or a renewal thereof, must undergo a criminal background investigation as described in R.S. 17:15 and 15:587.1., which must be shared with The School. Said background check may also be conducted by the School, in its sole discretion.
- 3) Applicants must have a current and acceptable driving record verified as required by R.S. 17:491.1.
 - a) Drivers must report moving violation convictions in accordance with commercial driver’s license (CDL) requirements.
 - b) No driver or applicant shall be employed as a school bus driver if within the past five years, he/she has been convicted of, or has forfeited a bond on, any charge of:
 - i) DUI, possession, distribution, or use of a controlled dangerous substance, as defined by R.S. 40:963 et seq.;
 - ii) Leaving the scene of an accident involving an injury or fatality; or
 - iii) Any felony involving the use of a motor vehicle.
- 4) Drivers must have a commercial driver's license (CDL) issued by the state of Louisiana, which includes a Passenger (P) and School Bus (S) endorsement. Airbrake authorization shall also be required for operators of vehicles equipped with airbrakes.
- 5) Drivers must pass a physical and eye examination meeting current commercial driver’s license (CDL) requirements annually. A copy of the examination record must be filed with the bureau before the beginning of each School-Year.
- 6) Prior to employment by Contractor and from time-to-time thereafter, to the extent permitted by Applicable Law, undergoes such tests as may reveal, within a reasonable degree of medical or scientific certainty, the presence or absence of drugs or controlled

substances in the body and such tests as may clinically reveal alcoholism or alcohol abuse, and negative present findings for such tests shall be a condition of employment.

- 7) Observes the highest possible standards of safe driving at all times and strictly complies with all applicable Commercial Driver's License (CDL) rules and regulations, as well as all provisions of the State's applicable Motor Vehicle Laws.
- 8) Meets any other criteria required by Applicable Law or by School's policies/rules/regulations.

"Qualified Third Parties" – means any third-party to whom the Contractor has subcontracted, assigned or delegated its responsibilities or obligations hereunder after having (i) received the School's prior written approval to do so and (ii) agreed in writing to be bound by Contractor's responsibilities and obligations hereunder. A list of said Qualified Third Parties shall be attached hereto as Exhibit E and updated as necessary by agreement of School and Contractor.

"Rate Schedule" – means the Rate Schedule set forth in Exhibit C attached hereto and made a part hereof.

"Routing Information" – as defined in Section 2.3(e) of this Agreement.

"Routing Parameters" – as defined in Section 2.3(e) of this Agreement.

"School Bus" or "School Buses" – means any vehicle or vehicles used by Contractor or Qualified Drivers to provide the Services hereunder.

"School-Day" means each day of the week, not including Saturdays and Sundays or any holidays (including Summer break) identified on the School Calendar.

"School Premises" – as defined in Section 2.1(a)(i) of this Agreement.

"School-Year" means the period of time commencing on the 1st day of July each year and terminating on the 30th day of June the following year, unless otherwise modified by the mutual agreement of the School and Contractor

"Services" – as defined in Section 2.1(a) of this Agreement.

"Special Event Route Services" – as defined in Section 2.1(a)(iii) of this Agreement.

"State" – means the State of Louisiana.

"Student Safety Incident" – as defined in Section 2.3(d) of this Agreement.

"Students" – means those students who the School has authorized the Contractor to transport, as

provided in this Agreement.

“Term” – means the term of this Agreement.

ARTICLE II

TRANSPORTATION SERVICES

Section 2.1 Services.

(a) Subject to the terms and conditions of this Agreement, the School hereby engages Contractor, and Contractor hereby accepts engagement, as an independent contractor to the School, to furnish transportation to and from the School for the Students during the days and hours, and over the approved routes, transfer points and stops, set forth in this Agreement and in Exhibit A attached hereto and made a part hereof in a safe manner and with utmost student care (the “Services”). Without limiting the generality of the foregoing, Contractor agrees:

(i) to transport the Students, and only the Students, from locations designated in writing by the Contractor, subject to input from and meaningful consultation with the School (each, a “Bus Stop”), to the School location(s) set forth on Exhibit B attached hereto and made a part hereof (the “School Premises”) before commencement of classes each School-Day during the School-Year (the “AM Route Services”);

(ii) to transport the Students from the School Premises to each Student’s respective Bus Stop following the completion of classes each School-Day during the School-Year (the “PM Route Services”);

(iii) to transport the Students, round-trip, to and from the School Premises and/or such other location(s) designated in writing by the School for field trips, athletic competitions and special events (the “Special Event Route Services”); and

(iv) to provide such other Student transportation services for the Students as may be requested in writing from time to time by the School and agreed by Contractor in its sole discretion.

(b) The School shall have the privilege of modifying the School Bus routes from time to time to meet transportation requirements or needs of the School. Contractor agrees to accept any reasonable change of route upon notice thereof from the School and does further agree to accept adjustment of Compensation as the School may deem proper by any change of route.

(c) In the event of extremely adverse weather conditions, traffic events, or declared state of emergency events, the Louisiana Department of Transportation, Orleans Parish School Board or the City of New Orleans may authorize alterations to existing School Bus routes for the safety of the School Bus and the Students. Contractor agrees in such instances to use the altered routes so authorized.

(d) Except as otherwise provided herein, Contractor agrees that it shall not deviate from the approved routes, transfer points, stops, or use of alternative transportation without the consent of the School.

(e) This Agreement is a personal service contract for Services of the Contractor, and the Contractor's interest in this Agreement, duties hereunder and Compensation may not be subcontracted, assigned or delegated to any party without the prior written approval of the School, and any attempt to do in violation of this Section 2.1(e) shall be void and of no effect. Notwithstanding the foregoing sentence, Contractor may perform the Services and any and all activities relating thereto (including, without limitation, operating, maintaining, or repairing a School Bus) by itself or through one or more Qualified Third Parties, as determined by Contractor in its sole discretion, but without relieving Contractor of its obligations hereunder.

(f) The School hereby represents and warrants to Contractor that the School is not under any contract or commitment to any other person or entity, or subject to any Applicable Law that actually conflicts with this Agreement or that prevents the School or Contractor from fully performing its respective obligations hereunder.

(g) Contractor shall notify the School of all health and safety violations, OSHA violations, wage and hour violations, labor violations assessed by any city, state or federal government department or agency against Contractor within 24-hours of notice of such violation to Contractor.

Section 2.2 Scope of Services. The School and Contractor agree that scope of Services provided by Contractor hereunder shall be as set forth in this Agreement and on Exhibit A, subject to any limitations set forth herein and on such exhibit. The scope of Services may be adjusted from time to time upon the mutual written consent of the parties. Execution of such adjustments shall not commence without the mutual written consent of the parties.

Section 2.3 Policies and Procedures of the Services. Contractor agrees to provide to the School the Services as described herein and in accordance with the School's reasonable directions and requests communicated to Contractor, in writing when practicable, throughout the Term, subject to the terms and conditions of this Agreement. Without limiting the generality of the foregoing, Contractor and the School agree as follows:

(a) AM Route Services and PM Route Services. Contractor will provide the AM Route Services and the PM Route Services on every School-Day during the Term of this Agreement, but not during any Canceled School-Day, in exchange for the Compensation described herein, subject to the Rate Schedule. For all AM Route Services and PM Route Services provided hereunder, the School will provide information required for routing to Contractor in writing by October 4th, 2022; *provided, however*, that in the event the School desires any changes to the AM Route Services and/or PM Route Services, the School shall, to the extent practicable, endeavor to provide Contractor with the adjusted Routing Information in writing, if any, at least twenty-four (24) hours prior to the requested commencement of such adjusted Services.

(b) Special Event Route Services. Contractor will provide the Special Event Route Services throughout the Term, as requested in writing by the School on a per-occurrence basis, in exchange for such Compensation as may be mutually agreed upon in writing by the parties, subject to the Rate Schedule (as applicable). For any Special Event Route Services, the School shall, to the extent practicable, endeavor to provide Contractor with the Routing Information at least twenty-four (24) hours prior to the requested commencement of such Services.

(c) Other Transportation Services. Contractor will provide transportation services for Students on such other days and at such other times as may be requested in writing by the School on a per-occurrence basis, in exchange for such Compensation as may be mutually agreed upon in writing by the parties, subject to the Rate Schedule (as applicable) (collectively, the “Other Services”). For any such Other Services, the School shall, to the extent practicable, endeavor to provide Contractor with the Routing Information at least seventy-two (72) hours prior to the requested commencement of such Services.

(d) Student Behavior; Discipline. Contractor will notify the School in the event any Student behaves in a manner which (i) creates an unsafe condition for the Contractor, any Qualified Driver or any other Students; (ii) to the best of Contractor’s knowledge, is in violation of Applicable Law or any of the Student Bus Policies; or (iii) results in any damage or repairs to any vehicle used by Contractor or any Qualified Driver to provide the Services hereunder (each event, a “Student Safety Incident”). The School and Contractor agree to discuss all Student Safety Incidents following Contractor’s notification thereof, and to work together in good faith to correct the situation; *provided, however*, that except as otherwise described herein, only the School shall have the authority to suspend or expel a Student from the bus or School or to otherwise discipline a Student. The ultimate responsibility and authority to suspend or expel any pupil from transportation services hereunder shall rest with School. Contractor's Qualified Drivers are responsible only for such discipline as is required to properly and safely operate Contractor's buses. Each Qualified Driver shall handle all disciplinary matters in strict accordance with School policy. In no case will a Qualified Driver eject a pupil from a bus for misbehavior except in the event of an extreme emergency endangering the safety of other pupils or driver and then only after radio notice to Contractor's terminal and to the pupil's building or school principal. In all cases of disciplinary ejection, the bus shall remain at the approximate area of student discharge until authorities arrive on site and authorize it to proceed on route. All discipline problems shall be reported in writing by the next school day following completion of the route. The School and Contractor will, in the event Contractor determines that a pupil poses a danger to himself/herself or other passengers, cooperate to provide a safe transportation environment prior to Contractor being required to transport such pupil.

(e) Routing. The Contractor shall be responsible for planning all routes, subject to input from and meaningful consultation with the School and subject further to the routing parameters set forth on Exhibit A attached hereto (the “Routing Parameters”). The School will provide to Contractor the Routing Parameters, together with all Student data and other information reasonably requested by Contractor (collectively, the “Routing Information”) within the time periods corresponding to the type of Services being provided, as set forth in Sections 2.3(a), (b) and

(c) above in order for Contractor to plan all routes. Each Route for AM Route Services shall specify the latest permissible arrival time at the School Premises (the “Designated Arrival Time”), and each Route for the PM Route Services shall specify the latest permissible departure time from the School Premises (the “Designated Departure Time”). Contractor shall provide an average student rider count and route mileage report for each route operated once a month to facilitate the adjustment of routes as needed to accommodate student needs and to ensure effective and efficient routing and scheduling, more frequent reports may be required of Contractor by the School, especially in the early weeks of each semester and summer program. Routing software used by Contractor should present a system of record for all routes, current stops and students associated with each stop. Reports can be requested by the School at any time and should be accurate including route name, stop names, stop times (AM and PM) and students assigned to each stop. Failure to present accurate and current routes within forty-eight (48) hours of request by the School will be considered a breach of this Agreement. Contractor shall perform at its expense, a minimum of one "dry-run" on all regular routes awarded prior to the regular School-Year or summer School term starting. The dry-run shall be made on the day and time as designated by the School. A designated campus official must approve sign-in sheets indicating dry-runs were conducted.

(f) Loading and Unloading Students. Pursuant to La. R.S. 17:158(J), Contractor shall ensure the following policies regarding loading and unloading Students are followed by its employees and third-party contractors at all times during the Term of this Agreement:

(i) Qualified Drivers are prohibited from loading or unloading Students at the School Premises while the School Bus is in a traffic lane of any type of street as defined in La. R.S. 32:1. Students must be loaded or unloaded on a shoulder, in a School parking lot, or at another appropriate off-road location at the School Premises (as determined by the School). *(The requirements of this Paragraph shall not apply if the shoulder of a municipal road is the only available alternative and the municipality has not made the shoulder available by designating that area for loading and unloading Students during designated school zone hours.)*

(ii) Qualified Drivers are prohibited from loading or unloading Students at or near their homes while the School Bus is in a traffic lane of any type of street as defined in La. R.S. 32:1. Students must be loaded or unloaded on a shoulder unless the School determines that loading or unloading on a shoulder is less safe for the Students. However, if there is no shoulder or if the shoulder is determined to be less safe, a Qualified Driver may load and unload a Student while the School Bus is in a lane of traffic but only if the School Bus is in the lane farthest to the right side of the road so that there is not a lane of traffic between the School Bus and the right-side curb or other edge of the road.

(iii) Qualified Drivers are prohibited from loading or unloading a Student in a location on a divided highway such that a Student, in order to walk between the School Bus and the Student’s home or School Premises, would be required to cross a roadway of the highway on which traffic is not controlled by the visual signals on the School Bus.

ARTICLE III
TERM

Section 3.1 Term.

(a) The Term shall commence upon the Effective Date and, unless terminated earlier in accordance with the provisions hereof, shall end specifically on the 30th day of June, 2023. The Agreement may be renewed up to the 30th day of June, 2024, upon the mutual written consent of both parties. In order for the renewal to become effective, the parties must enter into and execute a written addendum at least five (5) days prior to the commencement of the mutually agreed upon renewal period with respect to, any changes to the scope of Services to be provided by Contractor during such renewal period and any changes to the Compensation payable to Contractor by the School hereunder.

(b) In the event of a Canceled School-Day, the Contractor shall not be required to provide the Services on such Canceled School Day, and the School shall not be obligated to pay any Compensation; *provided, however*, that in the event the School fails to notify Contractor of any Canceled School-Day prior to five in the morning (5 a.m.) on the morning of such Canceled School-Day, the School shall be obligated to pay to Contractor such fees as are set forth on the Rate Schedule.

Section 3.2 Termination.

(a) Contractor's performance of the terms of this Agreement shall at all times be subject to the reasonable satisfaction of the School. If the School determines, in its reasonable discretion, that the Contractor's inadequate performance (or non-performance, as the case may be) of its responsibilities or obligations under this Agreement presents a risk of danger or harm to any of the Students, the School may terminate this Agreement immediately, without any advance warning or prior written notice to the Contractor. In the event of termination by the School under this subsection (a), each party's obligations hereunder shall automatically cease, and the School shall pay Contractor for any earned, unpaid and undisputed amounts due for Services completed prior to such termination (including any pro-rata portion thereof) and shall reimburse Contractor for any Expenses incurred and any other charges assessed to the School prior to such termination. Contractor shall be liable to the School for all damages suffered by the School as a result of Contractor's actions or inactions that resulted in the termination of this Agreement under this subsection (a).

(b) Except as provided in Section 3.2(a), above, if either party breaches any of the covenants or duties imposed upon it by this Agreement, the non-breaching party shall notify the breaching party in writing of such breach, and the breaching party shall remedy such breach within ten (10) days of receipt of such notice. The non-breaching party may terminate this Agreement if the breaching party fails to remedy such a breach within the 10-day period. In the event that the non-breaching party shall have notified the breaching party of a breach of this Agreement on two (2) separate occasions and the breaching party has cured the breach on each occasion, the non-breaching party shall have the right to terminate this Agreement immediately upon the occurrence of a third breach of this Agreement without affording the breaching party the further

opportunity to remedy the breach. In the event of termination under this subsection (b), each party's obligations hereunder shall automatically cease, and the School shall pay Contractor for any earned, unpaid and undisputed amounts due for Services completed prior to such termination (including any pro-rata portion thereof) and shall reimburse Contractor for any Expenses incurred and any other charges assessed to the School prior to such termination. If Contractor is the breaching party, then Contractor shall be liable to the School for all damages suffered by the School as a result of Contractor's actions or inactions that resulted in the termination of this Agreement under this subsection (b).

(c) Either party may terminate this Agreement by providing thirty (30) days' written notice to the other party upon the happening of: (1) the other party filing a petition for bankruptcy, (2) the other party becoming insolvent within the meaning of the United States Bankruptcy Code, (3) the other party being charged with committing any felony or misdemeanor, or (4) the termination or non-renewal of School's Charter Operating Agreement. In the event of termination of this Agreement by either party pursuant to this subsection (c), the School will be liable for all payments to the Contractor up to and including the thirtieth (30th) day of the termination notice.

(d) The School may terminate this Agreement for convenience by providing sixty (60) days' written notice to the Contractor. In the event of termination of this Agreement the School pursuant to this subsection (d), the School will be liable for all payments to the Contractor up to and including the sixtieth (60th) day of the termination notice.

ARTICLE IV **COMPENSATION**

Section 4.1 Payments.

(a) As compensation for the Services rendered by Contractor to the School and for all other obligations of Contractor hereunder, the School shall pay to Contractor an aggregate amount equal to the applicable rates as are set forth on the Rate Schedule, and such other amounts as are mutually agreed upon as described herein (the "Compensation"). Contractor shall generate one consolidated invoice for all school campuses listed on Exhibit B. Contractor shall submit the consolidated invoice (each, a "Payment Invoice") to the School's designee bi-weekly setting forth the Compensation, Expenses, and any additional charges described herein, which are payable to Contractor hereunder. The School shall issue to Contractor payment of any undisputed portions of the invoice within thirty (30) days of receipt of Contractor's Payment Invoice.

(b) In addition to the Compensation payable to Contractor hereunder, the School shall reimburse Contractor for any amounts expended by Contractor on behalf of the School, including but not limited to any fuel surcharge fees as are set forth on the Rate Schedule (the "Expenses").

(c) From time to time, Contractor may loan certain items to the School, such as two-way radios, cellular telephones, video recording equipment, tape adaptors, and other items reasonably requested by the School and/or deemed appropriate or necessary by Contractor (collectively, the “Loaned Materials”). Any loss of or damage to the Loaned Materials by the School, and/or any Student shall be subject to the additional charges set forth on the Rate Schedule.

(d) In the event the School fails to make timely payment of any undisputed amounts set forth on a Payment Invoice, the unpaid undisputed amount shall accrue interest at such rates and/or shall be subject to such other penalties as are set forth on the Rate Schedule.

(e) The School will dispute any contested charge presented by the Contractor within thirty (30) days. The Contractor will respond to such a dispute within thirty (30) business days.

Section 4.2 Force Majeure.

(a) Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due in the event of Force Majeure; *provided, however*, that Force Majeure will not excuse the School from paying amounts due to Contractor through any available lawful means acceptable to Contractor. If any Force Majeure event continues to prevent or delay either party’s performance of its obligations under this Agreement for more than sixty (60) days, this Agreement may be terminated, effective immediately upon either party’s receipt from the other party of notice of termination for Force Majeure.

(b) If the Agreement is terminated pursuant to Section 4.2(a) by reason of Force Majeure, the terminating party will deliver to the other party a written notice of termination, specifying in reasonable detail the circumstances of such Force Majeure event, and the School will pay Contractor for any earned, unpaid and undisputed Compensation and for any reimbursable Expenses incurred, prior to delivery of the Force Majeure termination notice (including any pro-rata portion thereof).

(c) For the purposes of this Agreement, “Force Majeure” shall mean fire, hurricane, impending hurricane, named storm, earthquake, flood or other act of God or natural disaster, strikes, work stoppages, voluntary and/or mandatory evacuations, civil commotions, litigation which has enjoined or is otherwise reasonably expected to prevent Contractor’s provision of Services, change in Applicable Law that makes impossible or reasonably impracticable Contractor’s provision of the Services, war or act of any foreign nation, act or power of government or governmental agency, authority or instrumentality, or terrorism.

Section 4.3 Payment of Compensation and Reimbursement of Expenses. To ensure the timely provision of the contracted Services under this Agreement, the School will pay and/or reimburse all undisputed amounts due to Contractor via bill.com electronic funds transfer within thirty (30) days of receipt of a Payment Invoice from Contractor. The School agrees to be solely responsible for any service charge resulting from refused payment or method of payment.

Section 4.4 Withholding Taxes. The School may withhold from any amounts payable under this Agreement such federal, state, local and foreign taxes as may be required to be withheld pursuant to Applicable Law.

ARTICLE V
CONTRACTOR ARRANGEMENT

Section 5.1 Relationship of the Parties; Independent Contractor. Notwithstanding any provision hereof, Contractor is an independent contractor and is not an employee, agent, partner or joint venturer of the School. Contractor shall accept any reasonable directions issued by the School pertaining to the goals to be attained and the results to be achieved by Contractor, but Contractor shall be solely responsible for the manner in which the Services are performed under this Agreement (except as expressly provided herein or as otherwise required pursuant to Applicable Law).

Section 5.2 Contractor Services. The School and Contractor shall work together in good faith to establish the policies and procedures necessary for the performance of the Services. All policies and procedures pertaining to the contracted services shall comply with Applicable Law.

ARTICLE VI
WARRANTIES AND OTHER OBLIGATIONS

Section 6.1 Additional Representations and Warranties.

(a) Each party hereby mutually represents, warrants and covenants to the other party as follows:

(i) Said party shall perform its obligations under this Agreement in a timely, diligent, competent, professional and workmanlike manner, and none of such obligations nor any part of this Agreement is or will be inconsistent with any obligation either party may have to others; and

(ii) Said party is authorized to enter into this Agreement and all exhibits attached hereto, as applicable, and has obtained all applicable approvals and permissions to execute this Agreement and all exhibits attached hereto under the laws of the United States and the State, as applicable.

(b) The School represents and warrants that to the extent any licenses, permits, certifications, insurance, authorizations and approvals are legally required by any applicable federal, state or local jurisdiction to perform its obligations under this Agreement (collectively, the "Permits"), the School, at its sole cost and expense, has obtained, or will timely obtain, such Permits and such Permits are or will be, and shall remain for the Term, in full force and effect, and

no payments will be required to be made by Contractor to any third party in connection with such Permits (or, if any such payments are required, the School will be solely responsible therefor and will indemnify and hold harmless Contractor in connection therewith).

(c) Contractor represents and warrants that to the extent any Permits are required to perform its obligations under this Agreement, Contractor, at its sole cost and expense, has obtained, or will timely obtain, such Permits and such Permits are or will be, and shall remain for the Term, in full force and effect, and no payments will be required to be made by the School to any third party in connection with such Permits (or, if any such payments are required, the Contractor will be solely responsible therefor and will indemnify and hold harmless the School in connection therewith).

ARTICLE VII

RECORDS AND REPORTS

Section 7.1 Personally Identifiable Information. Under the terms of this Agreement, Contractor may be provided with Students' "personally identifiable information" as defined in La. R.S. 17:3913(B)(1). Accordingly, Contractor shall not allow access to, release, or allow the release of Student information to any person or entity except as specified below and must take all steps required by Applicable Law, including the following:

(a) Contractor agrees to protect and maintain the security of data with protecting security measures that include maintaining secure environments that are pathed and up to date with all appropriate security updates as designated by a relevant authority.

(b) Contractor agrees that any "personally identifiable information" will be stored, processed, and maintained solely on designated servers and that no such data at any time will be process on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes. All servers, storage, backups and network paths utilized in the delivery of the Services shall be the states, districts, and territories of the United States.

(c) Contractor agrees to implement various forms of authentication to establish the identity of the requester of the information with a level of certainty that is commensurate with the sensitivity of the data.

(d) Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in this Agreement.

(e) Contractor agrees that, as required by applicable state and federal law, auditors from state, federal or School, or other agencies so designated by the School, shall have the option to audit the outsourced service. Records pertaining to the service shall be made available to auditors and School during normal working hours for this purpose.

(f) Contractor agrees to comply with the Louisiana Database Breach Notification Law (Act 499) and all Applicable Laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. Further, Contractor agrees to notify School immediately and assume responsibility for informing all such individuals in accordance with Applicable Law and to indemnify, hold harmless and defend School from and against any claims or damages related to a Notification Event.

(g) Contractor agrees that upon termination of this Agreement, it shall return all data to School in a useable electronic form, and erase, destroy, and render unreadable all data Contractor may have, and certify in writing that these actions have been completed within thirty (30) days of the termination of this Agreement or within seven (7) days of the request of School, whichever shall come first.

(h) Contractor agrees that unauthorized disclosure of such information may irreparably damage School, such that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure of use of any protected information shall give School the right to seek injunctive relief to restrain the disclosure, in addition to any other remedy. Contractor hereby waives the posting of a bond with respect to any action for injunctive relief. Contractor also grants School the right, but not the obligation, to enforce these provisions in Contractor's name.

(i) Contractor must establish and implement a clear data breach response plan outlining organizational policies and procedures for addressing a potential breach.

(j) Contractor agrees that the confidentiality obligations contained herein shall survive termination of this Agreement for a period of fifteen (15) years or for so long as the information remains confidential, whichever is longer.

Section 7.2 Quality Assurance Audits. Contractor shall cooperate with the School in conducting quality assurance audits as determined appropriate by the School. Quality Assurance Audits will be scheduled at least one week in advance. Unscheduled audits and inspections shall be conducted by the School as the need warrants. Inspection of vehicles by the School shall be an integral part of the audits.

ARTICLE VIII

INDEMNIFICATION; INSURANCE

Section 8.1 Indemnification; No Consequential or Liquidated Damages.

(a) Indemnification. Contractor agrees to indemnify, defend and hold the School, and each of its members, managers, directors, officers, employees, agents, contractors, subcontractors and representatives, harmless from and against any and all losses, damages, liabilities, claims and threatened claims and expenses of any kind (including, without limitation, outside attorneys' fees), arising out of, under or in connection with, in whole or in part, the negligent acts or omissions of Contractor in the provision of the obligations and Services

Contractor agreed to undertake in this Agreement, unless caused by School's gross negligence, intentional act or willful misconduct.

(b) Notwithstanding anything to the contrary contained in this Agreement, no party shall be liable to the other party for any consequential, punitive, special, incidental or direct damages, except to the extent awarded by a tribunal of competent jurisdiction in connection with a claim brought by a third party against a party hereto, which gives rise to a right of indemnification of the other party pursuant to this Section 8.1.

Section 8.2 Insurance. Contractor shall at its expense obtain and maintain, at all times this Agreement is in effect, the following insurance with carriers authorized to do business in Louisiana, eligible to conduct business in Louisiana in accordance with R.S. 22:431, et seq., against all claims made by or on behalf of any persons, firm or corporation, arising from, related to, or connected with the conduct and operation of Contractor business including, but not limited to, the following minimum limits set forth below:

- Commercial general liability: \$1,000,000.00 per occurrence; \$2,000,000 general aggregate. General liability coverage must include coverages for sexual abuse and molestation. \$5,000,000.00 per occurrence required for transport traveling more than 10 miles outside of Orleans Parish in accordance with Applicable Law.
- Business automobile insurance covering all owned, hired, and non-owned vehicles: \$1,000,000.00 combined single limit. This policy is to list the make, model, and VIN of all vehicles utilized in service to School. Should vehicles be swapped, or taken out of service, School is to be notified, and the insurance policy updated.
- Workers' compensation: as required by state law with statutory limits and also minimum Employers Liability limits of \$1,000,000.
- Contractor shall procure and maintain for the duration of the contract insurance covering claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, invasion of privacy and breach of data. Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

School shall be named as an Additional Insured for both ongoing and completed operations under the commercial general liability insurance and as an Additional Insured for business automobile insurance required by this Agreement. A waiver of subrogation in favor of School should be included on all required insurance policies. Confirmation of this shall appear on all Certificates of Insurance and by endorsement to any and all applicable policies. Insurer shall maintain a minimum A.M. Best's & Company rating of A.

Contractor shall provide duly executed certificates evidencing such types and limits of insurance (which shall evidence additional insured status, the insurer's waiver of subrogation of general liability, auto, and workers' compensation claims against School and provide that notice of cancellation shall be provided to School in accordance with policy provisions). Such certificates shall be deposited with School on or before execution of this Agreement and upon renewals of such policies, not less than thirty (30) days following renewal of each policy and upon request of School. The Contractor's failure to provide a certificate or School's acceptance of a non-conforming certificate does not waive these contractual insurance requirements.

ARTICLE IX

OPERATIONS PERSONNEL/QUALIFIED DRIVERS; TRAINING; EQUIPMENT

Section 9.1 Operations Personnel/Qualified Drivers.

(a) Contractor shall employ a sufficient number of Qualified Drivers and support personnel to assure School of continuous, reliable, safe, and on time performance of the Services. The School and Contractor acknowledge and agree that, from time to time, certain School Buses, routes, Students and/or types of Services provided by Contractor hereunder may require the utilization of a Monitor or other Student assistant (each, a "Monitor"). Such a determination shall be made jointly by Contractor and the School, with the final decision being made by the School. The provision of Monitors hereunder shall be subject to the Compensation described herein and on the Rate Schedule.

(b) Contractor shall take reasonable steps to prevent its employees from exposing any Student to impropriety of word or conduct and refrain from the use obscene, profane, lewd, vulgar, rude, inflammatory, threatening, abusive or disrespectful language.

(c) Contractor shall be responsible for hiring and discharging personnel employed by the Contractor to perform its obligations hereunder. However, School shall have the right to request Contractor to remove from service to School any employee who, in School's sole discretion, is deemed unsuitable for the performance of transportation services for School; provided that School shall make such request in writing, state the reasons therefore and include any supporting documentation, and provided further that such request does not violate any Applicable Law.

(d) Contractor shall not knowingly permit any Qualified Driver, and no Qualified Drive shall, smoke on the School Bus or on any School property, be under the influence of illegal drugs or alcohol while operating a School Bus, bring firearms or weapons on the School Bus, or use cellular phones for personal calls, texting, accessing the internet or social media while driving the School Bus.

Section 9.2 Training Requirements.

(a) Contractor shall provide thorough instruction to Qualified Drivers in compliance with any and all applicable local, State and federal safety and operations guidelines and regulations. Contractor shall ensure drivers have completed Mandatory Reporting training.

(b) Prior to the start of the School-Year, Contractor may, at request of School, provide time at one of its Qualified Driver orientation sessions so that School administrators may address Qualified Drivers assigned to work under this Agreement on matters relating to the expectations for Student conduct and to familiarize Qualified Drivers with members of the School administration. Such orientation will be at a time and place mutually agreed upon by Contractor and School. School may not distribute materials to Qualified Drivers without Contractor approval.

Section 9.3 Equipment.

(a) Contractor shall provide at its sole expense a sufficient number of School Buses, as identified in Exhibit A, to fully and timely perform the Services, and each School Bus shall meet or exceed the standards established by Applicable Law and all applicable requirements of this Agreement. All School Buses shall comply with all Applicable Laws regarding display of local and State permits and inspection certificates. Any School Bus not meeting requirements of all Applicable Laws shall be taken out of services and replaced with a School Bus that meets all Applicable Laws.

(b) Contractor shall furnish, at its own expense, all labor, parts and other materials required for the maintenance and operation of the School Buses. Contractor shall keep and maintain the School Buses in good and safe mechanical condition at all times in accordance with Applicable Law and accepted industry maintenance standards.

(c) Contractor shall keep the School Buses in clean and sanitary condition at all times.

i. Contractor shall implement specific sanitizing protocols as related to mitigate the spread of the COVID-19 virus.

ii. Contractor shall wipe all surfaces with a human friendly disinfectant daily at the end of each bus route.

(d) Contractor shall ensure that all School Buses and/or drivers are equipped with means of communication so that the School can communicate with any School Bus while it is transporting students, as well as 30min before and after AM pickup begins and PM drop off ends.

(e) Contractor agrees that all School Buses may be equipped with a GPS tracking monitor system selected and paid for by the School that the School and parents/guardians of bus riders can access while buses are transporting students, as well as 30min before and after AM pickup begins and PM drop off ends. If the contractor has its own GPS tracking monitor

system, the School will consider that in its choice. Contractor fees for GPS tracking monitor system should be included in the Rate Schedule.

(f) Contractor agrees that all School Buses shall have fire extinguishers that are inspected on an annual basis by an authorized inspection agency. The Contractor agrees to provide to the School any documentation from the authorized inspection agency relating to said annual inspection.

(g) Each School Bus used to transport Students shall contain lettering identifying the name of the School. The School has sole discretion as to the size, font, and format of the lettering, and will be responsible for providing and installing the lettering. The lettering shall be placed on both sides of the School Bus as high as possible to provide maximum visibility.

(h) In the event that (i) School or any governmental agency imposes equipment requirements other than those set forth above on Contractor's School Buses during the Term which are specific requirements for the operation of this Agreement or (ii) immediate installation of equipment is required for continuing operation of the School Buses, Contractor and School in good faith shall negotiate price increases applicable to such equipment requirement. If the parties do not reach agreement regarding applicable price increases, either party may terminate this Agreement upon not less than sixty (60) days' prior written notice to the other party.

Section 9.4 COVID-19 Mitigation.

(a) Contractor shall implement at its sole expense COVID-19 mitigation efforts to include at a minimum the following:

- i. Wipe down all hard surfaces at the conclusion of each route with a disinfectant that has been approved for use around small children;
- ii. Require all bus drivers and bus aides wear masks during the entirety of student transportation;
- iii. In collaboration with School, create seating charts for students, which are to be provided to School as requested and upon any alteration;
- iv. Ensure students are only sitting in assigned seats;
- v. Leave at least one window open at all times for air flow;
- vii. Have hand sanitizer available at all times.

Section 9.5 Music.

(a) Contractor shall ensure that the only music played during student transportation is a station that is child specific programming:

- i. Talk shows, syndicated or local, are not allowed;
- ii. R&B, Hip-hop, Top-20, Rock, Metal and similar are not allowed;
- iii. Disney, kids-bop, teen-bop and similar are allowed.

ARTICLE X **VANDALISM**

Damage to Contractor's equipment or facilities shall be the responsibility of Contractor. School shall give Contractor reasonable assistance in obtaining restitution for damaged equipment or facilities where damage is determined to be caused by School students or personnel. Contractor may, with the written concurrence by School, refuse to provide a pupil with transportation services until vandalism damages caused by such pupil are paid.

ARTICLE XI **MISCELLANEOUS**

Section 11.1 Review and Consultation. It is understood and agreed that Contractor and the School have each entered into and executed this Agreement voluntarily and that such execution by Contractor and the School is not based upon any representations or promises of any kind made by the other party or any of its representatives except as expressly recited in this Agreement. The Contractor and the School each further acknowledges that it has read and fully understands each section of this Agreement, that it was advised in writing by the other party to consult with an attorney prior to executing this Agreement, and that it has availed itself of legal and/or other counsel to the full extent that it deems appropriate.

Section 11.2 Intentionally omitted.

Section 11.3 Successors. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the successors and permitted assigns, and the personal and legal representatives, executors, administrators, successors, distributees, devisees and legatees of each party.

Section 11.4 Entire Agreement. This Agreement and the exhibits attached hereto contains the entire understanding of Contractor, on the one hand, and the School, on the other hand, with respect to the subject matter hereof, and all oral or written agreements or representations, express or implied, with respect to the subject matter hereof are set forth in this Agreement.

Section 11.5 Amendment. This Agreement may not be altered, modified or amended except by written instruments signed by both Contractor and the School.

Section 11.6 Compliance with Laws. Notwithstanding any contrary provision in this Agreement, Contractor shall comply with all Applicable Laws in providing transportation services described herein.

Section 11.7 Notice. All notices hereunder must be in writing and shall be deemed given upon receipt of delivery by: (a) hand (against a receipt therefor), (b) certified or registered mail, postage prepaid, return receipt requested, (c) a nationally-recognized overnight courier service (against a receipt therefor) or (d) facsimile or e-mail transmission with confirmation of receipt. All such notices must be addressed as follows:

If to the School, to:

Danielle Dufauchard, Interim CEO
Lycée Français de la Nouvelle-Orléans
5951 Patton Street
New Orleans, LA 70115

with copy (not deemed notice) to:

Dana Henry, Esq.
Schulman, Lopez, Hoffer & Adelstein
1100 Poydras Street, Suite 2900
New Orleans, LA 70163

If to Contractor, to:

Brad Kerrigan
A&S Transportation Inc.
4099 Industrial Pkwy,
New Orleans, LA 70129

Section 11.8 Governing Law; Jurisdiction.

(a) This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State, without regard to any conflicts of law principles which might otherwise require the application of the law of another jurisdiction.

(b) The parties hereby agree that any action brought with respect to this Agreement and the transactions contemplated hereunder, including, but not limited to, any action for injunctive relief for the breach, shall be brought in state or federal court in the Parish of Orleans, Louisiana, and further that such venue shall be the exclusive venue for resolving any such disputes. The parties consent to personal jurisdiction in state or federal court in the Parish of Orleans, Louisiana, and further waive any objection they may have as to such venue.

Section 11.9 Severability. If any term, provision, covenant or condition of this Agreement is held by a tribunal of competent jurisdiction to be invalid, illegal, void or unenforceable in any jurisdiction, then such provision, covenant or condition shall, as to such jurisdiction, be modified or restricted to the extent necessary to make such provision valid, binding and enforceable, or, if such provision cannot be modified or restricted, then such provision shall, as to such jurisdiction, be deemed to be excised from this Agreement and any such invalidity, illegality or unenforceability with respect to such provision shall not invalidate or render unenforceable such provision in any other jurisdiction, and the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Section 11.10 Survival. Except with respect to those provisions which by their nature or express terms do not survive the termination of this Agreement, the rights and obligations of the School and Contractor under the provisions of this Agreement, specifically including Article I, Article II, Article III, Article IV, Article VI, Article VII, Article VIII and Article XI, shall survive and remain binding and enforceable, notwithstanding any termination of this Agreement for any reason, to the extent necessary to preserve the intended benefits of such provisions.

Section 11.11 No Waiver. The failure of a party to insist upon strict adherence to the terms of this Agreement on any occasion shall not be considered a waiver of such party’s rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

Section 11.12 Remedies Not Exclusive. No remedy specified herein shall be deemed to be such party’s exclusive remedy, and accordingly, in addition to all of the rights and remedies provided for in this Agreement, the parties shall have all other rights and remedies provided to them by Applicable Law, rule or regulation.

Section 11.13 Third Party Benefit. Unless expressly contained to the contrary in this Agreement, nothing contained in this Agreement shall be construed to confer upon or give to any third party any right, remedy or claim under or by reason of this Agreement or any part hereof.

Section 11.14 Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 11.15 Construction. The headings in this Agreement are for convenience only, are not a part of this Agreement and shall not affect the construction of the provisions of this Agreement. For purposes of the Agreement, and unless the context requires otherwise, the words “include” and “including” and variations thereof, shall not be deemed to be terms of limitation but rather shall be deemed to be followed by the words “without limitation”.

IN WITNESS WHEREOF, the School and Contractor have caused this Agreement to be executed as of the Effective Date.

<p>CONTRACTOR:</p> <p>A&S Transportation Inc.</p> <p>By: Brad Kerrigan</p> <p>Signature: _____</p> <p>Date: _____</p>	<p>SCHOOL:</p> <p>Lycée Français de la Nouvelle-Orléans</p> <p>By: Matthew Mooreland</p> <p>Signature: _____</p> <p>Date: _____</p>
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EXHIBIT A

THE SERVICES: ADDITIONAL INFORMATION, POLICIES AND PROCEDURES

The following additional terms and conditions shall apply to the School Transportation Agreement (the "Agreement"), dated and made effective as of the Effective Date, by and between A&S Transportation Inc, (the "Contractor") and *Lycee Francais de la Nouvelle-Orléans* (the "School") and shall be treated as part of the terms of the Agreement. Capitalized terms not defined in this Exhibit A shall be accorded the definitions assigned to them in the Agreement.

Quantity of Buses

- A. Minimum Number of Buses - The Contractor guarantees a minimum of **Eight (8)** buses for the duration of the contract.
- B. Maximum Number of Buses - Should the School require additional buses, the contractor shall make all reasonable efforts to provide up to a maximum number of **Ten (10)**. Any request for additional buses shall be made in writing and mutually agreed upon by the School and the Contractor.

Bus Policies

- C. Point of Contact: The School shall be responsible for designating a contact person(s) (the "School Representative(s)") for all matters pertaining to this Agreement and the provision of the Services, including the capability of contacting bus drivers via two-way radio or cell phone. The School Representative(s) shall be available to Contractor to assist in any Student needs: (i) for at least one (1) hour prior to the Designated Arrival Time for AM Route Services; (ii) for at least one (1) hour after the Designated Departure Time for PM Route Services; and (iii) for at least one (1) hour after the last School Bus leaves the designated program location for any Special Event Route Services or Other Services, as applicable. Contractor shall immediately contact the "School Representative " in the event of an accident involving one of its School Buses. Additionally, the Contractor shall download video of the accident and make it available to the school upon request.
- D. Accidents: Each accident or serious incident that occurs while operating a School bus route shall be reported to the School Representative by Contractor as soon as possible but in no case shall more than one hour elapse between accident/incident and notification to the School Representative. The initial report from the vendor shall be made by the method determined appropriate by the School. Failure to notify the School within one (1) hour of an accident will be considered a breach of this Agreement. Each accident or serious incident must also be reported in writing to the School within twenty-four hours of an accident or incident occurrence. This report must include the name and School of all students involved in the accident or incident. The School retains the right to require an investigation of accident/incidents including a written report with changes to processes to

be implemented if warranted. Failure to provide the School a written report within twenty-four (24) hours with accident or incident report will be considered a breach of this Agreement.

- E. *Contractor Point of Contact*: Contractor must assign an Account Manager to serve as point of contact for all School transportation-related issues. Contractor shall notify School within twenty-four (24) hours of a change of Account Manager. Failure to do so will be considered a breach of this Agreement. Account Manager must be available 24-hours per day in case of emergency.
- F. *School Bus Departure*: The School Representative(s), or other designated and proper official of the School, shall clear each School Bus for departure from the School Premises. Once such clearance is given, no School Bus will return to the School Premises for any reason; *provided*, that in the event a School Bus is required to return to the School following receipt of such clearance, the School shall pay the additional fees set forth on the Rate Schedule.
- G. *Maximum School Bus Capacity*: No School Bus shall be permitted to leave the School Premises if the number of Students on such School Bus exceeds the maximum capacity for the School Bus.
- H. *Responsibility for Students*: A student shall be released to an adult per Applicable Law, unless a student is 10 years old or older, and has an “Independent Walker” form on file at the School filled out by their parent or guardian.
- I. *Additional Responsibilities for Special Education Bus Drivers*: Special Education bus drivers will be responsible for taking daily attendance on School provided forms and returning them at the end of each week. Contractor shall maintain and track all students requiring special transportation with a roster that denotes the students intending to ride each special transportation bus. On a daily basis the bus driver and/or the aide shall note which students rode the bus and the roster shall be provided to the school where the students are transported to in order to assist with Medicaid billing.
- J. *School Bus Storage*: School buses shall be prohibited from parking, waiting, or being stored in areas which are prohibited or restricted by [Chapter 154](#) of the Code of the City of New Orleans or the City of New Orleans Comprehensive Zoning Ordinance or other local Applicable Laws, including zoning and parking. The following will serve as the locations Contractor will use as bus storage when the school buses are not in use: 1020 N. Prieur Street, New Orleans, LA, 70116.

Routing Parameters

- A. *Route Limitations*: All Routes serviced by Contractor pursuant to the Agreement shall be subject to the following parameters and limitations:

1. *AM Route Services & PM Route Services:* School Bus will arrive at LFNO / **Johnson Campus (1800 Monroe St)** at 7:40 AM every school day with the AM Route and depart from LFNO / **Johnson Campus (1800 Monroe St)** by 3:35 PM (2:05 PM on Wednesdays), every afternoon with the PM Route. Unless otherwise agreed to by the Contractor in writing, no route for AM Route Services and PM Route Services may exceed one hour and thirty minutes (1:30) and any additional route duration or stops shall be subject to additional charges as set forth on the Rate Schedule.

AM Route Services & PM Route Services: School Bus will arrive at LFNO / **Priestley Campus (1601 Leonidas St)** at 7:50 AM every school day with the AM Route and depart from LFNO / **Priestley Campus (1601 Leonidas St)** by 3:45 PM (2:15 PM on Wednesdays), every afternoon with the PM Route. Unless otherwise agreed to by the Contractor in writing, no route for AM Route Services and PM Route Services may exceed one hour and thirty minutes (1:30) and any additional route duration or stops shall be subject to additional charges as set forth on the Rate Schedule.

AM Route Services & PM Route Services: School Bus will arrive at LFNO / **Lower Campus (5951 Patton St)** at 8:00 AM every school day with the AM Route and depart from LFNO / **Lower Campus (5951 Patton St)** by 4:05 PM (2:35 PM on Wednesdays), every afternoon with the PM Route. Unless otherwise agreed to by the Contractor in writing, no route for AM Route Services and PM Route Services may exceed one hour and thirty minutes (1:30) and any additional route duration or stops shall be subject to additional charges as set forth on the Rate Schedule.

2. *Other Services: After-School Routes:* Unless otherwise agreed to by Contractor in writing, no route for Other Services which pertain to “After-School” Services may exceed seventeen (17) stops, and any additional stops shall be subject to additional charges as set forth on the Rate Schedule.
3. *Other Services: Special Needs:* Unless otherwise agreed to by Contractor in writing, no route for Other Services which pertain to “Special Needs” Services may exceed two (2) hours, and any additional duration shall be subject to additional charges as set forth on the Rate Schedule.

B. Routes Fixed as of October 31st: Following October 31st of each year, any routes which have been established for that year will be considered “fixed”. Notwithstanding the foregoing, in the event additional stops are added to the route following such date due to the enrollment of new Students with the School, Contractor and the School shall work together in good faith to agree upon any changes to the Compensation.

C. Alteration of Routes: Once any route is established as “fixed” alterations to the route thereafter shall be allowed and may be subject to an additional charge as set forth on the Rate Schedule.

- D. Other Services: ACT, After-School and Activity Routes: Any routes established for Other Services which pertain to “ACT”, “After-School” and “Activity” route services shall be subject to additional charges as set forth on the Rate Schedule.
- E. Reduction of School Buses: After evaluation of rider data, School shall call for a reduction in the number of School Buses servicing such routes.
- F. In-Parish Bus Stops Only: Unless otherwise agreed to by Contractor in writing, Contractor shall only be required to service Bus Stops on routes which are limited to locations within Orleans Parish, and any route which requires Contractor to service Bus Stops outside of Orleans Parish shall be subject to additional charges as set forth on the Rate Schedule. Along with routing, the Contractor shall be responsible for establishing bus stops and providing such information to School.
- G. iBus Boss & GPS Training: **Intentionally omitted.**
- H. Video: Contractor shall agree to have functioning **digital video cameras with sound** on all School Buses. Failure to present video from inside a School Bus upon request by the School will be considered a breach of this Agreement.
- I. Routing Information: As more fully set forth in the Agreement, prior to the commencement of any Services for any route established under the Agreement, the School shall provide to Contractor the following Routing Information:
1. name, address and contact information for each Student requiring transportation services, and an indication of which route(s) such Student will be using;
 2. name, address and contact information for each emergency contact for **PreK-12** Students requiring transportation services, and an indication of which route(s) such Students will be using;
 3. name, and contact information of guarding receiving **PreK-12** Students requiring transportation services, and an indication of which stop(s) such Students will be disembarking at;
 4. name, address and contact information for each Special Need Student requiring transportation services, an indication of which route(s) such Student(s) will be using, and information regarding any and all special accommodation each such Student(s) requires;
 5. total number of Students for (a) all routes and (b) each individual route (to be determined once School Bus routes are generated by Contractor);

6. proposed drop-off and pick-up locations (*i.e.*, Bus Stops) for each Student (to be determined once bus routes are generated by Contractor);
7. drop-off, pick-up and destination location(s), as applicable, for any Special Event Route Services and/or any Other Services;
8. instructional opening and release bell time schedule for each School Premises serviced under this Agreement;
9. Designated Arrival Times and Designated Departure Times, together with the target and earliest permissible School Bus arrival time and target and latest permissible School Bus departure times for each route and/or type of Service provided under this Agreement;
10. proposed assignment of Monitors, aides, attendants, etc.;
11. any relevant Student drop-off and pick-up policies;
12. any “Special Needs” transportation policies;
13. hours of operation of each School Premises location; and
14. any other information which the School considers relevant to Contractor, or which Contractor otherwise requests, in connection with this Agreement and the establishment of routes hereunder.

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EXHIBIT B

SCHOOL LOCATIONS

The following is a list of the locations of each School Premises to be serviced under this Agreement:

Lycée Français de la Nouvelle-Orléans

5951 Patton Street (Lower Campus)

New Orleans, LA 70115

Lycée Français de la Nouvelle-Orléans

1800 Monroe Street (Johnson Campus)

New Orleans, LA 70118

Lycée Français de la Nouvelle-Orléans

1601 Leonidas St. (Priestley Campus)

New Orleans, LA 70118

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EXHIBIT C

RATE SCHEDULE

The following is a list of fees and rates which shall apply to this Agreement, the Services and any additional charges which may be assessed:

A. **AM Route Services & PM Route Services**: The following rates are listed on a per- School Bus and a per-day basis, except as and/or in addition to as otherwise indicated.

- Standard Route Services (centralized stopping): **\$ 450.00**
- Tiered Route Services: **Same as above**
- Additional Duration: **\$ 37.50 per hour over scheduled route in 15min increments** if caused by School.
- Monitor Cost: **\$ 150.00 per day**

B. **Special Event Route Services**: All rates for Special Event Route Services shall be mutually agreed upon in writing by the parties on a per-occurrence basis.

- In-Town Field Trips **\$65.00 (per hour)**

C. **Special Needs Route Services**: The following rates are listed on a per-School Bus and a per-day basis, except as and/or in addition to as otherwise indicated.

- Routes less than 2 hours that require a monitor: **\$475.00**
- Routes less than 2 hours that require an air conditioner: **\$ 450.00**

D. **Miscellaneous Other Charges & Fees** (These fees will start August 2022):

- Contractor fee for GPS tracking monitor system: **\$ N/A**
- Fuel Surcharge Fees: If fuel exceeds \$4.00 (per gal.): **\$.10 cents (per mile)**

o Late Payment Penalty (accruing monthly on total unpaid invoiced amount)

☞	more than 30 days late:	2.00%
☞	more than 41 days late:	3.00%

- Contractor Performance Penalties: Contractor shall be subject to the following penalties for poor performance:
 - Bus arriving at School after the latest permissible drop off time established by the School on AM & PM routes (This only becomes applicable after the first two weeks of services have passed and/or if the delay is the fault of the Contractor):
\$ 100.00 per bus
 - Bus arriving at School after the scheduled departure time established by the School on AM & PM routes (This only becomes applicable after the first two weeks have passed and/or if the delay is the fault of the Contractor):
\$ 100.00 per bus
 - GPS is inoperable (starting in August 2022): **\$ N/A**
 - Failure to provide special bus needs Special Needs bus (if applicable) with all required equipment per IEP and contract (AC, Lift, etc.)
Damages in the amount of cost per run
 - Failure to file an accident report within 24 hr. to LFNO transportation Dept.
\$ 150.00 per occurrence
 - Failure to report accident or student injury per specifications
\$ 150.00 per occurrence
 - Failure to dispatch activity or field trip bus, including failure to arrive on time:
\$ 50.00 and the cost of alternative transportation
 - Bus on which Contractor communication equipment is inoperable:
\$ 75.00 per day per occurrence
 - Buses for which Contractor cannot produce video:
\$ 75.00 per route
 - Contractor must obtain prior approval from LFNO for any changes to P/U or D/O times or locations:
Cost of alternative transportation per route

- Drivers /monitors not displaying proper photo ID:
\$ 10.00 per occurrence

- Drivers who have not successfully completed training governed by current city and state regulations:
\$ 500.00 per occurrence

- Routes involved in preventable accidents:
Cost of alternative transportation per route

Initials _____

Initials _____

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EXHIBIT D

(including but not limited to)

[New Orleans City Code Sections 162, 1800 – 1831]

Retrieved on May 22, 2019, from:

https://library.municode.com/la/new_orleans/codes/code_of_ordinances?nodeId=PTIICO_CH162V_EHI_ARTXVISCBU&showChanges=true

[New Orleans, LA - Code of Ordinances/Chapter 162 - VEHICLES FOR HIRE/ ARTICLE XVI. - SCHOOL BUSES](#)

ARTICLE XVI. - SCHOOL BUSES

DIVISION 1. - GENERALLY

Sec. 162-1800. - Certificate required.

(a) No school bus shall be operated on the streets of the city unless the owner of such vehicle has first applied for and received a certificate of public necessity and convenience (CPNC) in the manner provided in this chapter.

(b) It shall be unlawful for any person to transport or offer to transport passengers in any school bus which does not have affixed to the windshield thereof a valid for-hire vehicle inspection certificate issued along with a valid CPNC as set forth by the director of safety and permits.

(c) All certificates of public necessity and convenience shall remain as the property of the city.

(d) Notwithstanding section 162-321, school bus CPNCs shall not be transferred, sold, or given from one holder to another including the sale of one company in its entirety to another.

(e) Delinquency penalty. A CPNC expires on April 30 of each year and must be renewed within the month following expiration (May) for a fee of \$150.00. A CPNC renewal that is submitted in the month of June is subject to a delinquency penalty of \$150.00 in addition to the renewal fee of \$150.00. A CPNC renewal that is submitted in the month of July is subject to a delinquency penalty of \$150.00 in addition to the renewal fee and the June delinquency penalty. A CPNC shall not be renewed after July 31; however, the director of the department of safety and permits (or his designee) at his discretion may make an exception for good cause shown by the CPNC holder. The request for an exception must be made in writing before August 1 and if granted is subject to a delinquency penalty of \$50.00 per month beginning in the month of August. This delinquency penalty shall be in addition to the fees and penalties outlined above.

(f) Revocation of CPNC. A CPNC that is not renewed by July 31 is suspended. A CPNC shall be revoked if a renewal is not submitted in May, June, July or within the extended time period granted by the director or the designee.

(g) Extension for acquiring a vehicle and fee. Compliance with the requirement that a CPNC holder must have a vehicle in service may be extended for a period of time by the director of the department of safety and permits (or his designee) for good cause. The first extended time period is limited to a maximum of 90 days. Additional extensions may be granted but the aggregate of such extensions is limited to a maximum of one year. There is no fee for the first extension. Additional extensions are subject to a fee of \$50.00 per month. If a vehicle is not placed into service within the extended time period granted by the director or the designee, the CPNC shall be revoked.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1801. - Special regulations for school buses.

In addition to the other applicable provisions of this chapter, all holders of a school bus certificate of public necessity and convenience and school bus operators shall comply with the applicable provisions of this article.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1802. - School bus liability insurance coverage.

All school buses operating in the city shall have current liability coverage for each vehicle.

(a) The liability coverage for a school bus engaged exclusively in the transport of children to and from school and related activities shall be represented by a policy of liability insurance issued by an insurance company authorized to do business in the state, either as an admitted company or a surplus line company certified to do business in the state eligible under R.S. 22:431 et seq., and such policy shall provide for payment of a sum of not less than \$1,000,000.00 to satisfy all claims for damages by reason of death, personal injury, and property damage from any one accident by reason of the ownership, operation, maintenance, or use of such vehicle upon any street.

(b) The liability coverage for a school bus that is additionally engaged in transport for hire to parties other than schools or traveling more than ten miles outside of the city shall be represented by a policy of liability insurance issued by an insurance company authorized to do business in the state, either as an admitted company or a surplus line company certified to do business in the state eligible under R.S. 22:431 et seq., and such policy shall provide for payment of a sum of not less than \$5,000,000.00 to satisfy all claims for damages by reason of death, personal injury, and property damage from any one accident by reason of the ownership, operation, maintenance, or use of such vehicle upon any street.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1803. - School bus parking and waiting areas.

School buses shall be prohibited from parking, waiting, or being stored in areas which are prohibited or restricted by Chapter 154 of this Code or the Comprehensive Zoning Ordinance. Vehicles found to be parked, stored, or otherwise not actively operating in any such area shall be subject to administrative action by the ground transportation bureau under the provisions of this chapter in addition to action by any other enforcement agency of the city.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1804. - CPNC prerequisite for contracting for service.

(a) The owner, operator, or any other person in possession of a school bus as defined by this Chapter shall not contract with the owner, operator, institution, or entity responsible for the students who will be transported in said vehicle without the issuance of a CPNC and presence of a valid inspection certificate.

(b) Owners, operators, institutions, and/or entities responsible for the students for whom transportation is being provided shall ensure potential vendors possess the requisite documentation from the City of New Orleans prior to allowing such vendor to transport children.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Secs. 162-1805—162-1809. - Reserved.

DIVISION 2. - SCHOOL BUS DRIVER REGULATIONS

Sec. 162-1810. - School bus driver permit required.

It shall be unlawful for any person to operate a school bus, or other for-hire vehicle utilized in the transportation of pre-primary, primary, or secondary students to or from school or related events within the city without possessing a current school bus driver's permit.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1811. - Identification and uniform.

All school bus drivers are required to wear photo identification containing the operator's name and the affiliated company. This identification shall be worn during all duty hours and shall be worn to be plainly visible at all times.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1812. - School bus driver background checks.

- (a) Applicants must be 21 years of age or older.
- (b) Applicants for a school bus driver's permit, or a renewal thereof, must undergo a criminal background investigation as described in R.S. 17:15 and 15:587.1.
- (c) Applicants must have a current and acceptable driving record verified as required by R.S. 17:491.1.
 - (1) Drivers must report moving violation convictions in accordance with CDL requirements.
 - (2) No driver or applicant shall be employed as a school bus driver if within the past five years, he/she has been convicted of, or has forfeited a bond on, any charge of:
 - A. DUI, possession, distribution, or use of a controlled dangerous substance, as defined by R.S. 40:963 et seq.;
 - B. Leaving the scene of an accident involving an injury or fatality; or
 - C. Any felony involving the use of a motor vehicle.
- (d) Drivers must have a commercial driver's license (CDL) issued by the state of Louisiana, which includes a Passenger (P) and School Bus (S) endorsement. Airbrake authorization shall also be required for operators of vehicles equipped with airbrakes
- (e) Drivers must pass a physical and eye examination meeting current CDL requirements annually. A copy of the examination record must be filed with the bureau before the beginning of each school year.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1813. - Drug screenings.

Applicants for a school bus driver permit must pass initial drug and alcohol screening requirements and United States Department of Transportation-directed random testing, as specified by the Federal Motor Carrier Safety Administration.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1814. - Training certificate and line letter.

- (a) Initial applicants for a school bus driver permit must submit a letter of employment from a school bus company operating within the city and documentation of completed training as required by the State of Louisiana Department of Education.

(b) Renewal applicants must submit documentation of completing continued certification to include a minimum of eight hours biannually.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1815. - School bus attendants (aides).

It shall be unlawful for any individual to be employed as a school bus attendant on any school bus which has been issued a CPNC under this article without first having been issued a school bus attendant permit. This section shall not apply to a school bus attendant employed directly by a school. The application criteria for a school bus attendant shall be the same as an applicant for a school bus driver's permit except for the driving requirements as outlined in section 162-1812(c) through (e), and section 162-1814.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Secs. 162-1816—162-1819. - Reserved.

DIVISION 3. - SCHOOL BUS VEHICLE REQUIREMENTS

Sec. 162-1820. - Maintenance and appearance of school buses.

Each school bus driver shall be fully responsible for the exterior and interior physical appearance of the vehicle. Interiors of all school buses must be kept free of debris. Dashboards must be maintained free and clear of paraphernalia and other items not necessary for the operation of such vehicle. The penalty for one violation of this section within a one-year period shall be \$50.00. The penalty for a second violation within a one-year period shall be a minimum \$75.00 fine plus a minimum ten-day suspension from operating any school bus. The penalty for a third or subsequent violation within a one-year period shall be a minimum \$100.00 fine plus a minimum 90-day suspension from operating any school bus.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1821. - School bus vehicle requirements.

No vehicle shall be approved to operate as a school bus under this chapter unless the vehicle is manufactured specifically to transport students and meets the specifications outlined in this chapter.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1822. - School bus age requirements.

(a) Any used school bus purchased for use in the city by or for a school system shall meet current state legal requirements for motor vehicles and shall meet state specifications for school buses that were in effect on the date the vehicle was manufactured. No vehicle with rated capacity of more

than ten passengers shall be classified as a school bus and thereby used to transport students to and from school and school-related activities unless said vehicle originally was manufactured and certified as a school bus and maintained the certification as a school bus all in accordance with federal and state requirements throughout the life of the vehicle.

(b) All replacement school buses used on daily routes, at the time they are acquired by the owner, shall be no more than ten model years old for all owners/operators and school districts. The number of years shall be determined from the date of the model year.

(c) Any school bus used as an activity or backup bus, at the time it is acquired by the owner and placed in service, shall be no more than 15 model years old. The number of years shall be determined from the date of the model year.

(d) Any school bus used as an activity or backup bus that is older than 15 model years shall not be used more than 60 consecutive school days in a school year.

(e) School buses shall not exceed the age of 25 model years.

(f) For purposes of this section, the vehicle's age shall be determined based on the vehicle's model year, such that a vehicle with a model year of 2000 shall have a vehicle age of one year as of January 1, 2001.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1823. - Inspection required.

(a) Every school bus for which a CPNC has been issued pursuant to the provisions of this chapter shall be submitted to the for-hire vehicle inspection station by the CPNC holder, or their authorized designee, for mechanical inspection semi-annually.

(b) One of the two required inspections must be conducted in the months of June, July, or August prior to the beginning of the school year.

(c) Other inspections may be required pursuant to the provisions of this chapter.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1824. - Nonscheduled inspections.

All school buses shall at all times be subject to inspection by personnel of the ground transportation bureau and be maintained in a condition of mechanical fitness with respect to each element of safety as required by law. The department of safety and permits shall have the power and authority to require inspections from time to time, other than those herein prescribed, when same through reason and sound judgment are deemed necessary.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1825. - Criteria and regulation of inspection of school buses.

- 1) General inspection requirements:
 - a) Notwithstanding any other provision of this chapter to the contrary, the director of the department of safety and permits, or his designee, shall have the authority to inspect school buses where they are customarily housed or at inspection locations deemed appropriate by the director.
 - b) Every school bus shall be painted National School Bus Glossy Yellow except that the hood shall be painted the same color or lusterless black and its roof may be painted white. Bumpers shall be painted glossy black, except that for increased night visibility they may be covered with a retroreflective material.
 - c) Investigators shall issue a "do not operate" for vehicles with improper emergency safety equipment, non-functioning stop arms or signals, no brake lights, broken door handles, balding tires, or for safety hazards.
 - d) Each school bus shall be maintained in a clean condition. There shall be no tears or rust holes in the vehicle body and no loose pieces such as fenders, bumpers or trim hanging from the vehicle body. There shall be no unrepaired body damage or any condition that would create a safety problem or interfere with the operation of the vehicle. Failure to maintain a vehicle in such a condition may result in a "do not operate."
 - e) The time frame that deficient vehicles may operate with minor deficiencies, such as no hubcaps and deficiencies with signage, is set at three days or the next inspection date, whichever is sooner.

- 2) School buses shall be inspected in accordance with the following criteria:
 - a) Proof of insurance;
 - b) CPNC certificate;
 - c) Vehicle registration;
 - d) License plate;
 - e) Proof of insurance;
 - f) A current and valid motor vehicle inspection certificate (brake tag).

- 3) Exterior check list:
 - a) Brakes;
 - b) Lighting systems;
 - c) Stop arms;
 - d) Crossing control arm;
 - e) Audible backing alarm;

- f) Mirrors;
- g) Service door;
- h) Emergency exit door;
- i) Bumpers;
- j) Tires;
- k) Mud flaps;
- l) Windshield, windows, glass;
- m) Exhaust system;
- n) Battery;
- o) Paint.

4) Interior checklist:

- a) Stepwell, aisle and floor covering;
- b) Emergency equipment (first aid kit, fire extinguisher, warning devices)
- c) Defrosters;
- d) Sun shield;
- e) Instrument panel;
- f) Seat belts, as required by manufacturer specifications;
- g) Seats and guard rails.

5) Information to be displayed:

- a) The words "School Bus" must be on the front and rear of the vehicle in plain, black letters at least eight inches in height.
- b) CPNC identification number on the sides between the rear wheel and bumper, rear and front;
- c) CPNC holder name displayed on the sides at the bottom center of the bus;
- d) Bus company name displayed at the beltline;
- e) The location of the battery identified by the word "battery" or "batteries" on the battery compartment door in two-inch lettering;
- f) "Handicap" symbol, identifying the bus as equipped for or transporting student with disabilities; however, the symbol shall not be placed on the glass of the rear emergency exit;
- g) The stop arms shall be painted red with the word "Stop" in white letters, or the stop arms may be covered by a manufactured decal with the same color combination.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Secs. 162-1826—162-1829. - Reserved.

DIVISION 4. - OPERATING REQUIREMENTS

Sec. 162-1830. - School bus trip sheets and records.

(a) Pre-trip and post-trip inspection checklists, which shall be subject to the approval of the director of safety and permits, must be completed by drivers each day and maintained by the CPNC holder for a period of no less than two years and be available for examination by the director of safety and permits, or his designee.

(b) Every business entity or individual operating a school bus shall keep daily records including dispatch records, vehicle safety complaints, all accepted telephone calls, daily vehicle sign out logs, vehicle collision reports, service response time reports, reports of crime against for hire drivers, lost property reports, CPNC numbers, and drivers of each vehicle for which a CPNC has been issued. Such records shall be preserved for a period of two years and be available for examination by the director of safety and permits, or his designee.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1831. - School bus locations.

Prior to the start of each school year, the storage location of all school buses as well as the schools generally serviced by such buses must be filed with the bureau. Any changes or alterations must be submitted in writing to the bureau within five business days of changing the locations.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Secs. 162-1832—162-1899. - Reserved.

Initials _____

Initials _____

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EXHIBIT E

[List of Qualified Third Parties]

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