

SCHOOL BUS TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the [REDACTED] day of [REDACTED] 2023, by and between Collegiate Academies, a not-for-profit corporation with principal offices at 2625 Thalia Street, New Orleans, LA 70130, (hereinafter called "Network"), and **VENDOR**, a for-profit corporation with its local business offices for purposes of this Agreement located at **ADDRESS** (hereinafter called "Contractor").

WITNESSETH

WHEREAS, Network has selected Contractor to provide the pupil transportation services described herein; and

WHEREAS, Contractor desires to provide such transportation services,

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

SECTION 1: TERM

- 1.1 The term of this Agreement shall commence on July 1, 2024 and, unless terminated earlier pursuant to the Termination provisions of this Agreement, it shall continue in effect through June 30, 2027; (the "Initial Term"). This Agreement may be renewed for up to two (2) subsequent one (1) year terms ("Renewal Terms") upon the mutual written consent of both parties. Contractor will notify Network of its intent to renew by providing an updated rate schedule for the subsequent Renewal Term by no later than February 1st of the Contract Year prior to such Renewal Term. For purposes of this Agreement, the term "Contract Year" shall mean each one-year period commencing on July 1st during the term of this Agreement.

SECTION 2: SCOPE OF SERVICES REQUIRED

- 2.1 Contractor shall, during the term of this Agreement, supply and maintain such school buses (in quantity and capacity) and personnel as are required to fulfill Network's needs for transportation services as described in the Bid Specifications in the Request for Quote (RFQ) (attached hereto as Exhibit "D") and Contractor's Proposal. In the event of a conflict between these documents and the provisions of this Agreement, this Agreement will control. Otherwise, the terms of the Bid Specifications and Contractor's Proposal shall govern the parties' relationship, in the following order of precedence: Bid Specifications then Contractor's Proposal.

- 2.2 Network may increase or decrease services to be provided by Contractor under this Agreement. However, where such increases or decreases materially impact the service levels or equipment levels required of Contractor under the assumed routes, schedules, and vehicle requirements contained in this Agreement, Contractor and Network shall negotiate a cost structure necessary to maintain the service level required by Network.
- 2.3 Network represents, warrants, and covenants that for the duration of the term of this Agreement, Network will use Contractor as Network's sole and exclusive provider for all of Network's Home-to-School Transportation within Orleans Parish at rates set forth in Exhibit C. "Home-to-School Transportation" refers to transportation of students between both to and from school in accordance with the AM and PM Route Services described in Exhibit C.
- 2.3.1 Contractor shall provide students with disabilities where Individual Education Plans (IEP) require special transportation services as necessitated by their condition or disability. This may include, but not limited to, door-to-door pickup and drop off, transportation on an air-conditioned bus, and provisions of bus aide. The Network shall provide contractor with a list of students with disabilities who require such transportation.
- 2.4 Network may also, as needed, use Contractor for other Charter Transportation within Orleans Parish at rates set forth in Exhibit C. "Charter Transportation" shall mean any outsourced transportation of any and all persons to be transported for field trips, excursions, extracurricular, athletic, creative or academic activities, or any similar purpose deemed necessary by Network beyond Home-to-School Transportation.
- 2.5 Contractor will have the first right of refusal on Charter Transportation services for Collegiate Academies only if Contractor's proposed costs for those services is less than or equal to the costs proposed by another vendor for the same services. If the Contractor is unable or unwilling to perform the requested services at or below the total cost proposed by another vendor, Network may contract with the other vendor to provide services.
- 2.6 Liquidated Damages. Prompt and safe transportation to and from school is essential for students to benefit fully from their educational experience. Late or unsafe transportation burdens students, families, and school staff. Due to the nature of the services to be rendered by Contractor, it would be impractical and extremely difficult to determine actual damages resulting from Contractor's failure to provide adequate services under this Agreement. It has been determined that certain failures to perform inherently involve damage.

Accordingly, after August 31st, 2024, liquidated damages in the amounts listed in the attached Exhibit E - Liquidated Damages will be applied for service deficiencies. One or more of the damages may apply to any one route or occurrence. Damages will not be imposed for situations beyond the control of Contractor. This includes, but is not limited to: non-preventable accidents, vehicles stuck in traffic, closing of streets for repair, and delays due to extremely poor weather and impassable streets. If a bus is late due to no fault of Contractor or the bus driver, the Contractor must provide to the Network written notice of the delay within twenty-four (24) hours to avoid liquidated damages. The final decision whether liquidated damages are to be assessed rests with the Network and will be based on the Network's investigation of the circumstances of each incident.

Network must inform Contractor its intent to assess liquidated damages and must bill Contractor for such liquidated damages. Failure to either timely notify or bill Contractor shall relieve Contractor of its obligation to pay liquidated damages for the particular incident.

SECTION 3: COMPENSATION AND BILLING

3.1 In consideration for services rendered hereunder, Network shall pay to Contractor all undisputed sums due and owing in accordance with the rates set forth in Exhibit C, as may be adjusted from time to time as provided herein, in accordance with the terms of this provision. On a monthly basis, Contractor will submit to Network a statement of its services rendered during the prior month. After verification of the statements by the Network, Contractor shall submit a Payment Invoice to Network for the previous month's services by the 5th school day of each month setting forth the Compensation, Expenses, and any additional charges described herein, which are payable to Contractor hereunder. Network shall pay undisputed amounts due to Contractor on or before the 30th business day following the date on which the Payment Invoice had been submitted. Such payment does not waive Network's right to challenge any discrepancy in the billing Payment Invoice at a later time.

In the event that any amount is disputed by Network, Network shall deliver written notice specifying the disputed amount to Contractor within thirty (30) days of receipt of the Payment Invoice.

SECTION 4: REQUIREMENTS FOR LOADING AND UNLOADING

4.1 As required by state law, Contractor shall ensure all drivers are trained and adhere to the following requirements regarding school bus loading and unloading:

(1) At School: Bus Drivers are prohibited from loading/unloading students while the bus is in a traffic lane. Students must be loaded or unloaded on a shoulder, in a school parking lot, or at other appropriate off-road locations. The previous requirement does not apply if the shoulder of a municipal road is the only available alternative and the shoulder has not been designated as a student loading/unloading area during designated school zone hours.

(2) At or Near Students' Homes: Bus Drivers are prohibited from loading/unloading students while the bus is in a traffic lane. Students must be loaded/unloaded on a shoulder unless there is no shoulder or the shoulder is less safe for the student. If there is no shoulder or the shoulder is less safe for the student, then the students may load/unload while the bus is in a lane of traffic but only if the bus is in the lane farthest to the right side of the road so that there is not a lane of traffic between the bus and the right-side curb or other edge of the road.

(3) Divided Highways: Bus Drivers are prohibited from loading/unloading a student in a location on a divided highway such that a student would be required to cross a roadway of the highway on which traffic is not controlled by the visual signals of the school bus in order to walk from the bus to the student's home or school.

- 4.1 If a student's IEP requires that a guardian meet the student at his or her stop and the guardian is not present when the bus arrives the bus driver will return the student to the school. A member of the school's staff will contact the guardian and ask that they pick up the student from school. The student will remain under the supervision of a school staff member until the guardian arrives

SECTION 5: FUEL

- 5.1 Contractor shall purchase at its own cost, inclusive of all fuel taxes, all fuel required for the operation of buses hereunder.

SECTION 6: ROUTES AND SCHEDULES

- 6.1 Contractor shall be primarily responsible for planning all routes, stops and schedules. Contractor shall furnish Network a complete route map with pick up and drop off times 7 days before the first day of school each school year.
- 6.2 Network shall furnish Contractor with a list of student names and addresses not later than 30 days prior to the first day of each school year, from which Contractor will construct a complete route map. Contractor shall use student information provided by Network to calculate the approximate time of pick up and drop off for each stop. Contractor shall then provide a list of such times to

Network in accordance with paragraph 6.1. Network shall inform parents and families of these times.

- 6.3 Network reserves the right to establish the routes and schedules to be followed and to make changes therein from time to time. Network shall notify Contractor whenever changes are necessary in routes or time schedules, and Contractor shall make a reasonable effort to adjust its operations to incorporate such changes within three (3) business days after notice is received from Network. In the event Network changes routes or schedules once service has begun or been published, Network will assist in republication of changes or other notification to those patrons whose service has been changed. Contractor shall consult with Network as to stops or portions of routes that Contractor considers to be a safety concern due to traffic patterns or configurations. In the event any stop or portion of a route remains unchanged by Network after such discussions, and Contractor believes such stop or route presents an unacceptable safety risk to Contractor's property or students, Contractor may reject the stop or route portion and provide Network with alternative designations by written notice.

SECTION 7: RECORDS AND REPORTS

- 7.1 Contractor shall provide within 3 (three) business days of any request, those reports and records which may be reasonably requested by Network pertaining to students, routes, stops, mileage audits and other information having to do with daily operations as described in Exhibit A. In reviewing Contractor's records, Network shall protect the confidentiality of Contractor's proprietary or confidential information included in the data provided. Reports and records will include, but are not limited to the following reports, defined in Exhibit A:
- (1) Crash Reports
 - (2) Student Discipline Reports
 - (3) Bus Inspection Reports
 - (4) Monthly Bus Ridership Audit Reports
 - (5) Monthly Student and Route Data Reports
- 7.2 Contractor shall maintain such records and submit such reports, as are deemed necessary by Network and as negotiated between Contractor and Network from time to time. All reports required by Network shall be submitted on forms mutually agreed upon by both parties. Contractor will not be responsible for filing on behalf of Network any state or regulatory reports concerning ridership or reimbursement.

- 7.3 Contractor shall immediately notify the Network Director of Facilities, or their designated representative, by telephone and confirmed as soon as practicable in writing, of the occurrence of any incident involving student riders, or a traffic violation or accident reportable by law that involves a vehicle with passengers that is being used to provide transportation services pursuant to this Agreement. Written notification shall contain a full and complete statement of all relevant facts including police case number when available.
- 7.4 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:
- (1) Contractor agrees to protect and maintain the security of data with protecting security measures that include maintain secure environments that are pathed and up to date with all appropriate security updates as designated by a relevant authority.
 - (2) 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.
 - (3) 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.
 - (4) Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in this Agreement.
 - (5) Contractor agrees that, as required by applicable state and federal law, auditors from state, federal or the Network, or other agencies so designated by the Network, shall have the option to audit the outsourced service. Records pertaining to the service shall be made available to auditors and Network during normal working hours for this purpose.
 - (6) 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 Network immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend Network from and against any claims or damages related to a Notification Event.

(7) Contractor agrees that upon termination of this Agreement, it shall return all data to Network 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 Network, whichever shall come first.

(8) Contractor agrees that unauthorized disclosure of such information may irreparably damage Network, 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 Network 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 Network the right, but not the obligation, to enforce these provisions in Contractor's name.

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

(10) Contractor agrees that to the extent any student information is shared pursuant to this statute, it will submit a profile of each authorized recipient to Network.

(11) 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.

7.5 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.

SECTION 8: INDEMNIFICATION

8.1 Contractor shall indemnify, defend and hold harmless Network, its officers, directors, employees, agents, and affiliates from and against any claims, losses, damages, liabilities or expenses (including, without limitation, reasonable attorneys' fees and expenses) to the extent arising out of Contractor's performance of its obligations under this Agreement, except to the extent caused by Network's gross negligence or willful misconduct.

SECTION 9: CONFIDENTIAL BUSINESS INFORMATION

- 9.1 Each of the Contractor and Network (the “Disclosing Party”) recognizes that it may disclose to the other (the “Receiving Party”) unique, confidential or proprietary business information during the course of the Partnership Activity or otherwise (the “Information”). The Receiving Party agrees that it will maintain the confidentiality of this Information of the Disclosing Party and will take all necessary steps to ensure that the Receiving Party’s employees, representatives and agents comply with all provisions of the Agreement unless the Receiving Party is required to disclose the Information pursuant to any applicable law, rule or regulation (in which case it will give the Disclosing Party advance written notice of such disclosure). The following information is excluded from the Information: (i) information that was already known to the Receiving Party without obligation of confidentiality to any third party prior to disclosure by the Disclosing Party; (ii) information that is disclosed to the Receiving Party without an obligation of confidentiality by a third party who has the right to make such disclosure; (iii) information that is in the public domain or thereafter enters the public domain through no fault of the Receiving Party; and (iv) information that is independently developed by employees of the Receiving Party without access to the Information disclosed by the Disclosing Party.

SECTION 10: STUDENT PRIVACY

- 10.1 Contractor acknowledges that it will receive student records from Network in the course of providing services under this Agreement. As such, the Contractor and its agents and employees are designated as a “school official” under the Family Educational Rights and Privacy Act. All student-related records of Network and personally identifiable information contained in such records (collectively, “Student Records”) shall be maintained by both Parties in accordance with the requirements of the Family Educational Rights and Privacy Act, 20 USC 1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time (collectively “FERPA”) and other applicable laws pertinent to Student Records. Without limiting the foregoing, each Party agrees that: (i) it is subject to the requirements of 34 CFR § 99.33(a) governing the use and redisclosure of Student Records; (ii) it shall not maintain, use, disclose, or allow access to Student Records except as permitted by FERPA, this Agreement, or as otherwise authorized by the other Party; and (iii) to the extent that a Party discloses Student Records to the other Party, the receiving Party’s personnel shall use and shall have access to the information only for the purposes for which disclosure is made. Further, each Party agrees that to the extent it rediscloses any Student Records to a subcontractor or other party (which it shall do only to the extent permitted by this Agreement), it shall require such subcontractor or third party to comply with the obligations of FERPA. The parties shall comply with the Confidentiality obligations included herein as well as The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99 et. al. Further, both parties agree to abide by all requirements outlined in the Student Data Sharing Agreement outlined in Exhibit F attached hereto.

SECTION 11: EMPLOYEE BACKGROUND CHECKS

11.1 In accordance with the Louisiana Child Protection Act (La. R.S. 15:587.1), Contractor shall not employ any person who has been convicted of, or pled nolo contendere to, any one of the crimes listed in La R.S. 15:587.1 (C). Contractor shall obtain for all employees a Louisiana State Police Bureau of Criminal Identification and Information (LCBI) History Record with the following components:

- (1) State Criminal History Record
- (2) Federal Criminal History Record- FBI Report
- (3) National Criminal History Record

11.2 For any employee who will interact with a Network student under this Agreement, Contractor shall submit to Network all required documentation prior to the employee's first day of work with any Network student. All costs associated with this process will be at Contractor's expense.

SECTION 12: INSURANCE AND LIABILITY

12.1 Contractor shall obtain and maintain, for the term of this Agreement, the following insurance, against all claims made by or on behalf of any persons, firm or corporation, arising from, related to, or connected with this Agreement.

(1) Commercial General Liability: \$1,000,000.00 per occurrence; \$2,000,000 general aggregate; General Liability must not exclude sexual abuse coverage

(2) Workers' Compensation: as required by state law with statutory limits and also minimum Employers Liability limits of \$1,000,000

(3) Business Automobile Insurance covering all owned, hired, and non-owned vehicles: \$1,000,000.00 combined single limit

(4) *Excess or Umbrella coverage*: Limits of not less than \$3,000,000 which shall be excess over the general liability, automobile liability, and employer liability coverages

12.2 All companies providing insurance required by this Agreement shall be licensed to do business in Louisiana. Companies providing the required insurance must have a current A. M. Best rating of A- or better and an A.M. Best's Financial Size Category not less than VI

- 12.3 Network shall be named an Additional Insured under Contractor’s commercial general liability insurance and business automobile insurance required by this Agreement. Confirmation of this shall appear on all Certificates of Insurance and by endorsement to any and all applicable policies.
- 12.4 Policies shall contain or be endorsed to include a provision under which Contractor’s insurer agrees to waive all rights of subrogation against Collegiate Academies, its officers, directors, and employees for losses paid under the terms of the policy.
- 12.5 Contractor will provide Network with written notice at least 30 days prior to any non-renewal, cancellation, or material change in insurance which will result in their failing to comply with these insurance standards.
- 12.6 Contractor and Network agree that any insurance policy procured by Contractor that provides benefits or protection for Network shall be primary to any policies procured by Network that might provide protection or benefits to Network arising out of Contractor’s services.

SECTION 13: INTERPRETATION

- 13.1 Both Parties shall be treated as having drafted this Agreement and neither Party shall be considered the drafter for purposes of any rules of construction or interpretation of this Agreement.

SECTION 14: WAIVER OF BREACH

- 14.1 Neither payment nor lapse of time, nor any other act or omission on the part of either party or its agents, shall constitute a waiver of any breach by said party of the conditions and covenants of this Agreement.

SECTION 15: FORCE MAJEURE

- 15.1 Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from Acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, pandemics, floods, or any similar cause beyond the reasonable control of either party.

SECTION 16: SCHOOL CLOSINGS OR CHANGES IN SCHEDULE

- 16.1 Whenever (a) inclement weather or impassibility of roads occurs, (b) school is canceled or delayed, (c) the school day is scheduled for other than regular start or end times, or (d) school is dismissed early for any reason, Network shall notify Contractor not later than 5:00 a.m. on the day of such cancellation or delay or not

later than two (2) hours before early dismissal or the cancellation of Charter Transportation.

- 16.2 Notwithstanding the foregoing, in the event of circumstances in the operation of any school which necessitate early dismissal for student health or safety reasons, the Contractor and Network shall cooperate to facilitate orderly transportation of students in the most efficient manner possible in light of the circumstances presented.

SECTION 17: SAFETY PROGRAM

- 17.1 Contractor shall be responsible for implementing, maintaining, and reviewing annually a comprehensive pupil transportation safety program.
- 17.2 Once a Network student boards the Contractor's student transportation vehicle, the Contractor shall be responsible for the safety of the student from pick-up until the student is delivered to his/her designated scheduled stop pursuant to Section 6. Contractor shall also be responsible for ensuring that designated Network minor students who are incapable of taking care of their persons either due to age or mental disabilities are left in the custody of either their parent or legal guardian as provided by Network.

SECTION 18: MANAGEMENT PERSONNEL

- 18.1 Contractor shall employ management personnel who shall be responsible for the efficient operation of the transportation services furnished hereunder and who shall be Contractor's liaison to Network. Contractor will designate a crisis management contact person for emergency contact with Network. Prior to the start of the school year, Contractor shall inform Network of the name(s), contact telephone number(s) and address(es) of such management personnel.
- 18.2 Network shall employ management personnel who shall be responsible for coordination of the student transportation requirements of Network to be furnished under this Agreement and who shall be Network's liaison to Contractor. Network will designate a crisis management contact person for emergency contact with Contractor. Prior to the start of the school year, Network shall inform Contractor of the name(s), contact telephone number(s) and address(es) of such management personnel.

SECTION 19: OPERATIONS PERSONNEL/DRIVERS

- 19.1 Contractor shall employ a sufficient number of qualified drivers and support personnel to assure Network of continuous, reliable, safe, and on-time service.

- 19.2 Contractor shall take reasonable steps to prevent its employees from exposing any pupil to impropriety of word or conduct. Contractor shall not knowingly permit its drivers to smoke on the bus, to drink any intoxicating beverage, or to be under the influence of drugs or alcohol while operating any bus.
- 19.3 Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder. However, Network shall have the right to request Contractor to remove from service to Network any employee who, in Network's sole discretion, is deemed unsuitable for the performance of transportation services for Network; provided that Network shall make such request in writing, state the reasons therefore and include any supporting documentation, and provided further that such request does not violate applicable local, state or federal laws, rules or regulations.
- 19.4 Contractor shall provide qualified driver/trainers and qualified drivers, trained and licensed in accordance applicable laws and the rules and regulations of Network. Not less than sixty (60) days prior to the start of any school year, Contractor shall advise Network of Contractor's driver training and qualification requirements. Contractor agrees that each driver shall at a minimum:
- 19.4.1 Possess a valid license or permit issued by this State authorizing such person to operate a school bus.
- 19.4.2 Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a school bus. The physical examination shall be conducted prior to employment and periodically thereafter.
- 19.4.3 Possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent permitted or available by law. Such criminal history record shall be determined via completion of a Louisiana Bureau of Criminal Identification (LCBI) background check, as required by Bulletin 126, and Contractor shall provide Network with verification that such background checks have been completed for any driver or other employee who will interact with students.
- 19.4.4 Prior to employment and from time-to-time thereafter, to the extent permitted by law, undergo 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. Negative findings for such tests shall be a condition of employment.

19.4.5 Meet any other criteria required by law or by Network's policies, rules or regulations.

SECTION 20: TRAINING REQUIREMENTS

- 20.1 Contractor shall provide thorough instruction to drivers in compliance with state and federal safety and operations guidelines and regulations. The Network shall have the right to review course content.
- 20.2 Prior to the start of the school year, Contractor will provide time at one of its driver orientation sessions so that Network administrators may address drivers assigned to work under this Agreement on matters relating to the expectations for student conduct and to familiarize drivers with members of the school administration. Such orientation will be at a time and place mutually agreed upon by Contractor and Network. Network may not distribute materials to drivers without Contractor approval.
- 20.3 Drivers and Bus Monitors serving students with specialized behavioral and/or health plans may at times be required to attend short training sessions conducted by school personnel to ensure that they can provide appropriate supports to these students. School personnel will coordinate the dates and times of these trainings with management to minimize the additional time required.

SECTION 21: EQUIPMENT

- 21.1 All school buses supplied by Contractor in performance of this Agreement shall meet or exceed the standards established by the applicable laws and regulations. Contractor shall maintain the school buses used to provide transportation services under this Agreement in accordance with law and accepted industry maintenance standards. Those standards include but are not limited to the following requirements: (a) shall be equipped with an adequate number of occupant restraint systems; (b) shall be painted national school bus chrome, pursuant to La. R.S. 17:161; and (c) shall be equipped with a crossing control device, affixed to the right side front bumper, actuated by the driver and operated in conjunction with the stop arm.
- 21.2 In the event that Network or any governmental agency imposes equipment requirements other than those set forth above on Contractor's vehicles during the term of this Agreement, which are specific requirements for the operation of this Agreement or immediate installation is required for continuing operation of the vehicles, Contractor and Network 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 contract upon not less than 60 days prior written notice to the other party.

- 21.3 Contractor agrees that all vehicles shall be equipped with two-way radios. Contractor agrees to perform an inspection of all radios prior to the start of the school year to ensure proper performance.
- 21.4 Contractor agrees that all vehicles shall be equipped with GPS tracking. Contractor agrees to perform an inspection of all GPS units prior to the start of the school year to ensure proper performance.
- 21.5 Network may direct Contractor to perform additional tasks under this Agreement. Contractor may perform such assignments in accordance with an agreed upon schedule and level of effort. Labor costs associated with such assignments shall be invoiced to Network at a cost of \$ [REDACTED] per hour regular time and \$ [REDACTED] per hour for overtime. Parts and supplies and any services performed by other than Contractor shall be invoiced to Network at cost.
- 21.6 Contractor agrees that all vehicles shall be equipped with a 3-point camera system and video recording.

SECTION 22: PUPIL DISCIPLINE/VANDALISM

- 22.1 The ultimate responsibility and authority to suspend or expel any pupil from transportation services hereunder shall rest with Network. Contractor's drivers are responsible only for such discipline as is required to properly and safely operate Contractor's buses. Each driver shall handle all disciplinary matters in strict accordance with Network policy. In no case will a 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 Network 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. Further procedures and regulations for the administration of discipline shall be established cooperatively between Network and Contractor.
- 22.2 Vandalism, damage to Contractor's equipment or facilities shall be the responsibility of Contractor. Network shall give Contractor reasonable assistance in obtaining restitution for damaged equipment or facilities where damage is determined to be caused by Network students or personnel. Contractor may, with the written concurrence by Network, refuse to provide a pupil with transportation services until vandalism damages caused by such pupil are paid.

SECTION 23: PROHIBITION ON ASSIGNMENT

23.1 No right or obligation hereunder or interest under this Agreement may be assigned or transferred by Contractor without the express written consent of Network.

SECTION 24: TERMINATION

24.1 Network reserves the right to terminate the Agreement with thirty (30) days' written notice to Contractor and an opportunity to cure any defaults in the event of inferior quality of service or product. Contractor shall have five (5) business days to cure any issues that have been provided to the Contractor by Network.

24.2 Network reserves the right to terminate this Agreement for convenience upon not less than sixty (60) days prior written notice to the Contractor.

SECTION 25: SURVIVAL

25.1 The mutual obligations described in Compensation and Billing Section 3.1, and Indemnification clause in Section 8.1 hereof shall survive the termination or expiration of the Agreement.

SECTION 26: INDEPENDENT PARTIES; NO JOINT VENTURE

23.1 Contractor enters into this Agreement, and will remain throughout the term of this Agreement, as an independent contractor. Contractor agrees that neither Contractor nor any Contractor personnel is or will become an employee, partner, agent, or principal of Network while this Agreement is in effect. This Agreement does not in any way create any type of partnership, association, joint venture, or other business relationship between the Parties. Contractor agrees neither Contractor nor any Contractor personnel shall be entitled to the rights or benefits afforded to Network's employees, including but not limited to, disability or unemployment insurance, workers' compensation, medical or life insurance, sick leave, compensation time, overtime, retirement or holiday benefits, vacation time, profit sharing, bonuses, or any other employment benefit. Contractor is responsible for providing, at Contractor's own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, licenses, and any other requirement for Contractor and for Contractor's employees and subcontractors.

SECTION 27: SEVERABILITY

27.1 In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

SECTION 28: EXTENSION AND MODIFICATION

28.1 Contractor and Network may extend or otherwise modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties.

SECTION 29: NOTICES

29.1 All notices under this Agreement will be in writing and will reference this Agreement. Any notice required or permitted under this Agreement and shall be effective immediately upon personal delivery, subject to verification of service or acknowledgment of receipt, or three (3) days after mailing when sent by certified mail, postage prepaid to the following:

Notices to Network shall be addressed to:

Collegiate Academies
Attn: Justin Pickel
PO Box 53367
New Orleans, LA 70153
jpickel@collegiateacademies.org
(504) 352-6438

With copy to:

General Counsel
2625 Thalia Street
New Orleans, LA 70113

Notices to Contractor shall be addressed to:

Contractor;
Attn: _____
ADDRESS
CITY, STATE ZIP
EMAIL
PHONE

29.2 Network or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

SECTION 30: ENTIRE AGREEMENT

30.1 This Agreement sets forth the entire agreement between Network and Contractor concerning the subject matter hereof. There are no representations, either oral or written, between Network and Contractor other than those contained in this Agreement.

SECTION 31: COMPLIANCE WITH THE LAW

31.1 Each party agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the requirements of the Americans with Disabilities Act of 1990. Both parties agree not to discriminate in employment practices, and Contractor will render services under this Agreement, without regard to race, color, religion, sex (including sexual orientation and gender identity), national origin, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for immediate termination of this Agreement.

SECTION 32: DISPUTE RESOLUTION

32.1 The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Agreement. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, the parties may pursue their remedies as they choose. Nothing in this Agreement shall be deemed to prevent the parties from agreeing in the future to submit a dispute to arbitration.

SECTION 33: PLACE OF CONTRACT/CONTROLLING LAW

33.1 This Agreement shall be governed by the laws of the State of Louisiana, without regard to conflicts of law principles. All references in this Agreement to the "state" shall mean the State of Louisiana. All regulations, laws and requirements of the state shall mean the regulations, laws or requirements of the State of Louisiana.

33.2 Both parties warrant that they are properly authorized to enter into this Agreement.

SECTION 34: FAILURE TO ENFORCE

34.1 The failure of either party hereto at any time, or for any period of time, to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provision(s) or of the right of such party thereafter to enforce each and every such provision.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement the day and year first hereinabove written.

VENDOR

Collegiate Academies

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

EXHIBIT A

THE SERVICES: ADDITIONAL INFORMATION, POLICIES AND PROCEDURES

The following additional terms and conditions shall apply to the School Bus Transportation Services Agreement (the “Agreement”), dated and made effective as of the Effective Date, by and between **VENDOR** (the “Contractor”) and Collegiate Academies (the “Network”), 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.

Reports and Records

- A. **Student Discipline Reports**: A form approved by Network shall be used to inform the school of behavioral incidents on the school bus and subsequent action taken by the bus driver.
- B. **Bus Inspection Reports**: All daily pre and post-trip inspection reports conducted by drivers and any annual or semi-annual inspections conducted by an approved Louisiana Motor Vehicle Inspection Station shall be provided to Network upon request.
- C. **Monthly Bus Ridership Audit Reports**: On the first School Day of each month all drivers of Regular and Special Needs AM/PM Routes will document the number of students who get on and off at each bus stop and the total number of students riding that day. These reports will be provided to the appropriate School Representative and the Managing Director of Operations, Justin Pickel, on the 5th School Day of each month.
- D. **Monthly Student and Route Data Reports**: A report of bus route rosters, stops, and stop times, student roster with route, stop pickup time and drop off time provided to the appropriate School Representative and the Managing Director of Operations, Justin Pickel, on the 5th School Day of each month.

Bus Policies

- A. **Point of Contact**: The Network shall be responsible for designating a contact person (the “School Representative”) for all matters pertaining to this Agreement and the provision of the Services. The School Representative 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.
- B. **School Bus Departure**: The School Representative, 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.

- C. Maximum School Bus Capacity: No School Bus shall be permitted to leave the School Premises if the number of Students on such bus exceeds the maximum capacity for the School Bus as follows:

Grade Levels	Maximum Capacity
9-12	45 Students

- D. Access to Video Recordings: In the event any incident or accident requires Network to access video recordings, if any, from the School Bus which pertain to such incident or accident, only the School Representative shall have authority to access and review such recordings.
- E. Student Discipline – Emergency Exits: Contractor with the mutual written consent of the School Representative shall have the right to permanently revoke a Student’s right to use Contractor’s Services, and to ride a School Bus generally, if such Student exits or attempts to exit a School Bus through an emergency door or window without instruction from the Driver and/or Monitor, as applicable.
- F. Student Discipline – Drugs & Weapons: Contractor with the mutual written consent of the School Representative shall have the right to permanently revoke a Student’s right to use Contractor’s Services, and to ride a School Bus generally, if such Student brings onto a School Bus any weapons or drugs (without a valid prescription).
- G. Responsibility for Students: Contractor shall have no liability, and shall not be responsible, whatsoever, for any Student that is not physically located on a School Bus, unless such student is dropped off at a location or in a manner that violates the Network’s Student Drop-off policies provided under Paragraph E(8) below. For the avoidance of doubt, Contractor shall not have any liability or responsibility for any Student located at a Bus Stop, at the School Premises, or at any other location prior to such Student boarding the School Bus or following such Student disembarking the School Bus if the student is dropped off at the appropriate location and in accordance with student drop-off policies.

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: Unless otherwise agreed to by Contractor in writing, no Route for AM Route Services and PM Route Services may exceed two hours (2:00) or twenty-five (25) stops,

whichever is less, and any additional Route duration or stops shall be subject to additional charges as set forth on the Rate Schedule. Additionally:

- a. All bus stops must be within .50 miles of a student's home address;
 - b. All routes must be scheduled to arrive at the school no less than 10 minutes before the arrival and dismissal times designated by the School Representative; and
 - c. All students and drivers must remain on the bus at arrival until a school representative releases the students.
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 twenty (20) 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. *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.
- C. *Routing Software:* Contractor shall provide to Network two (2) Routing Software training sessions for each School Premises serviced under this Agreement. Any additional training sessions requested by Network shall be subject to the additional charges as set forth on the Rate Schedule.
- D. *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 Network shall provide to Contractor the following Routing Information:
1. name, address and contact information for each Student requiring transportation services;
 2. total number of Students for (a) all Routes and (b) each individual Route;
 3. drop-off, pick-up and destination location(s), as applicable, for any Special Event Route Services and/or any Other Services;
 4. instructional opening and release bell time schedule for each School Premises serviced under this Agreement;
 5. Designated Arrival Times and Designated Departure Times, together with the target and earliest permissible bus arrival time and target and

latest permissible bus departure times for each Route and/or type of Service provided under this Agreement;

6. maximum riders per seat on each School Bus;
7. proposed assignment of Monitors, aides, attendants, etc.;
8. any relevant Student drop-off and pick-up policies.;
9. any "Special Needs" transportation policies;
10. hours of operation of each School Premises location; and
11. any other information which the Network considers relevant to Contractor, or which Contractor otherwise requests, in connection with this Agreement and the establishment of Routes hereunder.

EXHIBIT B

SCHOOL LOCATIONS

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

Abramson Sci Academy
5552 Read Blvd.
New Orleans, LA 70127

G.W. Carver High School
3059 Higgins Blvd.
New Orleans, LA 70126

Livingston Collegiate Academy
7301 Dwyer Rd.
New Orleans, LA 70126

Opportunities Academy
2625 Thalia St.
New Orleans, LA 20113

Walter L. Cohen
3575 Baronne St.
New Orleans, LA 70115

EXHIBIT C

RATE SCHEDULE

Per Unit Cost

	Maximum Duration (hours per day)	Regular Bus					Wheelchair Bus					Mini Bus or Van				
		24-25	25-26	26-27	27-28	28-29	24-25	25-26	26-27	27-28	28-29	24-25	25-26	26-27	27-28	28-29
One Run / Day: [1 AM run or 1 PM run]																
Two Runs / Day: [1 AM run and 1 PM run or 2 PM runs]																
Three Runs / Day: [1 AM run and 2 PM runs or 2 AM runs and 1 PM run]																
Four Runs / Day: [2 AM runs and 2 PM runs or 1 AM run and 3 PM runs]																
In-town Field Trip: [(New Orleans)Per bus per round-trip]																
Out-of-town Field Trip: [(Other Parishes/States)Per bus per round trip]																

Notes, Comments, and Assumptions			
	Regular Bus	Wheelchair Bus	Mini Bus or Van
Capacity of Vehicle (For high school students)			
One Run / Day: [1 AM run or 1 PM run]			

Two Runs / Day: [1 AM run and 1 PM run or 2 PM runs]			
Three Runs / Day: [1 AM run and 2 PM runs or 2 AM runs and 1 PM run]			
Four Runs / Day: [2 AM runs and 2 PM runs or 1 AM run and 3 PM runs]			
In-town Field Trip: [(Orleans Parish)Per bus per round-trip]			
Out-of-town Field Trip: [(Other Parishes/States)Per bus per round trip]			

Additional Equipment and Staff

School Year	Regular Bus					Wheelchair Bus					Mini Bus or Van				
	24-25	25-26	26-27	27-28	28-29	24-25	25-26	26-27	27-28	28-29	24-25	25-26	26-27	27-28	28-29
3-point Camera System: [Cost per bus per day]															
Real-time GPS: [Cost per bus per day]															
Air-conditioning: [Cost per bus per day]															

School Year	24-25	25-26	26-27	27-28	28-29
Discipline/Behavior Trained Monitor:					
Special Needs Trained Monitor:					

Notes, Comments, and Assumptions

3-point Camera System: [Cost per bus per day]

Real-time GPS: [Cost per bus per day]

Air-conditioning: [Cost per bus per day]

**Discipline/Behavior Trained Monitor:
[Indicate if Per Run or Per HourIndicate
Minimum (if applicable)]**

**Special Needs Trained Monitor: [Indicate if
Per Run or Per HourIndicate Minimum (if
applicable)]**

EXHIBIT D

RFQ Number: CA_Transportation_NOLA_RFQ_2024

EXHIBIT E

LIQUIDATED DAMAGES

As described in Section 2.5 above, Contractor shall within thirty (30) business days of receiving timely bill from the Network credit to the Network the amounts below in the event that any of the listed requirements are not met and Network notifies and bills Contractor within the prescribed timelines:

Description	Penalty
Failure to provide Special Needs bus with all required equipment (AC, lift, etc.)	Damages in the amount of the cost per route per day
Failure to provide a bus monitor on Special Needs bus	Damages in the amount of \$200 per route per day
Failure to notify school of any route running 5-10 minutes late	\$50 fine per route per day
Failure to notify school of any route running more than 10 minutes late	\$100 fine per route per day
Bus arrives 5-10 minutes after the schools designated arrival or dismissal time	\$50 fine per route per day
Bus arrives more than 10 minutes after the schools designated arrival or dismissal time	Fine in the amount of 50% of the cost per route per day
Failure to send Payment Invoice to Network by the 15th day of the month.	2% of the invoice total
Driver does not receive updated route sheet	\$50 fine per route per day
Missing bus number and/or Network sign	\$50 fine per route per occurrence
Non-working camera equipment or failure to provide footage within 24 hours of request	Damages in the amount of \$100 per occurrence
Failure to provide data monthly reports by the third business day of the month	\$25 fine per occurrence
Failure to report and provide written documentation of an accident or student injury within 24 hours	Damages in the amount of \$500 per occurrence
Failure to report and provide written documentation of a fight or other physical altercation between students on the bus within 24 hours	Damages in the amount of \$100 per occurrence

Exhibit F - Student Data Privacy and Sharing Agreement

Whereby, for the purposes of achieving its educational mission, Collegiate Academies (“Network”) student information may be shared with [REDACTED] (hereafter referred to as “Receiving Party”) and stored on computers operated and/or maintained by Receiving Party.

Because of the confidential nature of student information that may be shared, Network and Receiving Party agree to the following:

- Receiving Party agrees not to allow access to, release, or allow the release of student information to any person or entity except as specified in this agreement.
- Receiving Party agrees not to sell, transfer, share, or process any student information for use in commercial advertising, or marketing, or any other commercial purpose, unless otherwise permitted by this agreement, or by federal, state, and local law.
- Receiving Party agrees to create and maintain access and access authentication policies for its computer system that ensure only authorized individuals have access to student information. Authorized individuals include those authorized by Network and employees or agents of Receiving Party who require access to fulfill the intent of Receiving Party’s agreement(s) with Network.
- Receiving Party agrees to comply by all Federal, State, and local laws and regulations related to privacy compliance standards.
- Receiving party agrees to provide the results of privacy and security audits on its computer systems that may be required by Network.
- Receiving Party agrees to put in place safeguards on its computer systems against the breach of student information privacy. In the event of a breach of the privacy of student information, Receiving Party agrees to immediately alert Network and to work with Network to remediate said breach.
- Receiving Party agrees to retain and store student information as required by its agreement(s) with Network and to delete all student information from its computer systems upon termination of this agreement. All information removed from Receiving Party’s servers upon termination of this agreement will be returned to Network.
- The Parties agree that this Exhibit shall be subject to any and all terms and conditions of the Agreement, including, but not limited to, any “Indemnity” clauses.