

4014 - TRANSPORTATION POLICY AND MEMORANDUM OF UNDERSTANDING

THIS TRANSPORTATION POLICY AND MEMORANDUM OF UNDERSTANDING (“Policy”) is established as of July 1, 2018 regarding provision of transportation by **ODYSSEY CHARTER SCHOOL** (“OCS”) for **ODYSSEY PREPARATORY CHARTER ACADEMY** (“ODYSSEY PREP”) and transportation safety.

APPROVED

JUL 24 2018

**OCS, Inc.
Board of Directors**

Section I. Purpose of Policy, Term and Scope of OCS Responsibilities

The purpose of this Policy is to establish the process by which transportation services are provided to ODYSSEY PREP by OCS, through buses and employees of OCS, utilizing existing OCS routes and stops, in exchange for payment by ODYSSEY PREP to OCS of all of the transportation FTE revenue earned by ODYSSEY PREP through the bus ridership of ODYSSEY PREP students. This Policy also establishes the safety requirements for provision of transportation for both OCS and ODYSSEY PREP students.

This Policy shall be for a term effective July 1, 2018 and will renew annually, subject to annual review by the Governing Board of Odyssey Charter School, Inc. In the event the ODYSSEY PREP charter contract is terminated, this Policy shall be terminated.

1. OCS will furnish student transportation to and from ODYSSEY PREP each school year during the days and hours set forth in the OCS and ODYSSEY PREP School Calendars, over the OCS routes and stops.
2. OCS will make available to ODYSSEY PREP applicable school buses for any/all school make-up days, as designated by the Odyssey Charter School, Inc. Board of Directors (hereinafter “Board”).
3. OCS will provide at its expense a sufficient number of school buses and/or spare buses to fulfill the requirements of all Federal, State, County and municipal laws, statutes, ordinances, rules and regulations, which are applicable to and enforceable in Brevard County, Florida.
4. OCS will furnish at its expense all labor, parts and other materials required for the operation of the school buses, including drivers, maintenance, repairs, gasoline, oil and other motor fuel and lubricants. OCS shall keep his/her school buses in good safe mechanical condition at all times in accordance with standards established by applicable statutes, rules and regulations. OCS shall keep school buses in clean and sanitary condition at all times while they are in use. All buses will be available for State and local inspections, at all reasonable times. OCSs shall immediately correct, or cause to be corrected, all defects or deficiencies reported upon inspection, and over authorized signature shall certify to the repairs made, or other work performed, in no case later than thirty (30) days after the date of inspection. Any school bus determined by inspection to be unsafe for any reason (i.e., failed bus inspection, test, lack of proper insurance coverage, improperly tagged buses, etc.) shall immediately be taken out of service and replaced with an approved alternative and/or spare school bus at OCS’s expense until the bus so removed has been certified safe to resume service by the inspecting authority.
5. All bus drivers shall be qualified under State law to drive a school bus and drivers shall be employed or continued in employment by the OCS. Bus drivers shall not drive the school bus until certified and any other authority required by law. OCS shall be responsible for compliance by its drivers with all applicable laws, statutes, rules and regulations for the transportation of the school children now established or to be promulgated in the future by the County, the Florida Department of Education (“FDOE”), Florida Department of Transportation (“FDOT”), and as required by the Charter Contracts

with the School Board of Brevard County pertaining to ODYSSEY PREP and OCS (“Charter Contracts”).

The bus drivers shall be subject to pre-employment, random, post-accident, return-to-duty and reasonable suspicion drug and alcohol testing and/or in accordance with current FDOE and/or FDOT requirements. OCS shall provide primary and substitute bus drivers who are capable of exercising acceptable control of school children at all times during transportation. Drivers shall observe the highest possible standards of safe driving at all times and strictly comply with all applicable rules and regulations, as well as all provisions of the Florida Department of Motor Vehicle Laws. In addition, OCS employees will not engage in the use of illegal drugs or alcohol while on the job, bring firearms or weapons on the school bus or its surrounding areas, nor use cell phones for personal calls, or texting/messaging/emailing from a cellular or handheld device while driving the school bus.

Bus drivers shall promptly report the detail of any misconduct or breach of order and discipline to the ODYSSEY PREP Principal or OCS Principal, as applicable.

6. OCS shall require a background check for all drivers and substitute drivers providing services under this Policy. Therefore, all drivers must have a current FBI Fingerprinting and Criminal Background Check, a DMV driving record, and a certified Florida CDL Driver’s license on file with the OCS.

Section II. Payment

ODYSSEY PREP shall pay to OCS an amount not to exceed, all Full Time Equivalent (FTE) Transportation revenue received by the ODYSSEY PREP in a timely manner.

Section III. Other Requirements

Adverse Weather Conditions or State of Emergencies

1. In the event of extremely adverse weather conditions or declared state of emergency events (i.e., hurricanes, tornados, radiological incidents, etc.) the OCS Principal may authorize alterations to existing school bus routes for the safety of the school bus and its occupants.
2. OCS reserves the right to make changes, alterations or modifications within the general scope of the contract (i.e. bus routes, fuel price adjustments, mileage, pick-up locations, etc.) The payment due to OCS under this memorandum of understanding shall be adjusted (*increased or decreased*) as may be required to reflect any such changes.

School Bus Evacuation Drills

School bus evacuation drills are to be completed twice yearly and before any field trip. OCS is responsible for scheduling school bus evacuation drills for both OCS and ODYSSEY PREP students.

Field Trips

The ODYSSEY PREP Principal shall notify OCS Principal of any and all ODYSSEY PREP field trips in which OCS buses may be needed to provide transportation. Notification shall be made in writing to the OCS Principal no less than 2 weeks prior to the scheduled field trip, detailing the bus to be utilized, the designated bus driver (if applicable), and the day and hours the bus will be in service.

Section IV. Insurance

1. OCS shall maintain property and liability insurance coverage on the school bus(es). Said insurance shall be issued by an insurer and with limitations of coverage defined in the Charter Contracts. The School District shall be named as an Additional Insured in the policies of insurance. OCS shall furnish the District with a Certificate of Insurance, which shall provide that the District be notified at least thirty (30) days prior to the cancellation or expiration of coverage.
2. For all other perils, ODYSSEY PREP and OCS shall each maintain their own respective liability insurance issued by an insurer and with limitations of coverage defined in the Charter Contracts.

Section V. Accounting

Certain expenses incurred and incurred and paid by Odyssey Charter School (ODY) provide an economic benefit to ODYSSEY PREP. As such, the following journal entries illustrate the proper recognition of these Transportation service activities:

BOOKS OF OCS

ODYSSEY PREP will collect Transportation funds through its FEFP receipts; such amounts are due and payable to OCS. The following entry shows the recognition for OCS when receipt of such payment has been recorded on the books of ODYSSEY PREP:

1XXX Due from ODYSSEY PREP	X	
3XXX FEFP-Transportation (ODYSSEY PREP)		X
<i>To record the receipt of Local fees collected for Transportation services at ODYSSEY PREP)</i>		

BOOKS OF ODYSSEY PREP

ODYSSEY PREP will collect Transportation funds through its FEFP receipts; such amounts are due and payable to OCS for transportation services provided. The following entry shows the recognition of such receipts and related transportation service expense:

1XXX Cash	X	
7800-3XX Transportation service expense	X	
3XXX FEFP-Transportation		X
2XXX Due to OCS		X
<i>To record the receipt of FEFP – Transportation Funds and record transportation expense</i>		

The forgoing Transportation Policy and Memorandum of Understanding was approved by a majority of a quorum of the Governing Board of Odyssey Charter School, Inc., at a meeting held this 24 day of July, 2018.

Thomas Cole

_____, Vice President