

**Agreement between The
The School Board of Sarasota County, Florida
And
Educate Today
For Transportation Services**

This Agreement is made and entered into this 5th day of February, 2013, effective July 1, 2012, by and between The School Board of Sarasota County, Florida, a body corporate existing under the laws of the State of Florida (the "School Board") and Educate Today, ("Educate Today"), a Florida Non Profit Corporation.

WITNESSETH:

WHEREAS, Educate Today is a community based non-profit organization within Sarasota County, with participants attending R.L. Taylor Community Complex;

WHEREAS, Educate Today is desirous of receiving the School Board's services in transporting students between Emma E. Booker Elementary School and R.L. Taylor Community Complex, after school; and

WHEREAS, the School Board's Transportation Department has the capability to provide the services requested.

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties agree as follows:

1. **Services.** The School Board hereby agrees to provide daily transportation services on all school days for students of Emma E. Booker Elementary School who attend R.L. Taylor Community Complex for the 2012-2013 school year on the bus route as described in paragraph 2 below. This Agreement is not intended to prevent Educate Today from also independently providing daily transportation services for some or all students of Emma E. Booker Elementary School.

2. **Route.** The parties mutually agree there will be one stop at each destination: students will be transported from Emma E. Booker Elementary School and taken to R.L. Taylor Community Complex after school. Additional stops will not be added unless requested by Educate Today and reviewed for safety and approved, in its sole discretion, by the School Board's Transportation Department. Any route change, if approved, will require seven (7) calendar days from the date of request to the date of implementation. Special needs transportation requests must be made a minimum of fourteen (14) days prior to the requested date of implementation.

3. **Costs.** The cost for the route will be determined by mileage and driver costs. Educate Today agrees to pay the School Board \$24.00 per hour, per driver and \$20.25 per hour, per attendant (if required), and \$2.60 per route mile (cost of mileage may change to reflect fuel increase) for transportation services. The School Board's Transportation

Department will bill Educate Today quarterly for costs due in providing transportation services to Educate Today. Quarterly payments are due within fifteen (15) days of billing.

Additionally, Educate Today will pay to the School Board a risk management fee of **\$263.70** within ten (10) days of execution of this Agreement.

4. Communication. It will be the responsibility of Educate Today to designate a transportation liaison. Parents of Educate Today students requesting a change in service or transportation information will communicate with Educate Today rather than contacting the School Board. Any parent inquiries or concerns regarding transportation services received by the School Board will be forwarded to Educate Today. Educate Today liaison will also be responsible for communicating all requests for service, discipline concerns, and other transportation requests or concerns to the School Board's Transportation Department. The School Board will appoint a route supervisor to serve as a liaison with Educate Today and to monitor all drivers, routes and students during the school year.

5. Conduct. Educate Today will adopt the School Board's STUDENT CODE OF CONDUCT for the purpose of addressing school bus disciplinary problems. The School Board reserves the right to refuse transportation to any student whose behavior it deems unacceptable.

6. List of Student Riders. Educate Today will send a specific list of students to be transported, with names and addresses, to the School Board's Transportation routing department upon execution of this Agreement.

7. Term of Agreement. The term of this Agreement is from July 1, 2012 through June 30, 2013.

8. Termination. This Agreement may be terminated without cause, by either party, upon thirty (30) days' written notice.

9. Notices. Any notice given pursuant to this Agreement shall be as follows:

To the Educate Today:

Educate Today
2518 26th Street West
Bradenton, Florida 34205

To the School Board:

Director, Transportation Department
The School Board of Sarasota County, Florida
301 Old Venice Road
Osprey, Florida 34229

10. Full Agreement. This Agreement represents the entire agreement of the parties hereto and no prior or subsequent oral agreements shall be binding upon either of the parties until reduced to writing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective undersigned duly authorized officials as of the day and year first above written.

THE SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA

By: _____
Jane Goodwin, Chair

Approved for Legal Content
January 22, 2013, by Matthews Eastmoore,
Attorneys for The School Board of Sarasota County, Florida
Signed: ASH

EDUCATE TODAY

By: _____
Jennifer Radebach, Executive Director