Agreement Between The School Board of Sarasota County, Florida And The Student Leadership Academy of Venice, Inc. For Transportation Services

This Agreement is made and entered into this 7th day of August, 2018, effective August 13, 2018, 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 The Student Leadership Academy of Venice, Inc. ("Leadership Academy"), a charter school in Sarasota County, Florida, pursuant to Section 1002.33, Florida Statutes.

WITNESSETH:

WHEREAS, Leadership Academy is operating a charter school within Sarasota County; and

WHEREAS, Leadership Academy is desirous of receiving the School Board's services in transporting students to and from its school and maintaining its vehicles; 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 for students attending Leadership Academy for the 2018-2019 school year on mutually agreed bus routes. This Agreement is not intended to prevent Leadership Academy from also independently providing daily transportation services for some or all of its students.

2. **Routes.** All bus stops and bus routes will be mutually agreed upon prior to the start of the school year. Additional stops will not be added until approved by Leadership Academy and reviewed for safety and approved by the School Board's Transportation Department. Route changes, 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 each route will be determined by mileage and driver costs. If the entire route(s) is dedicated to Leadership Academy students only, Leadership Academy agrees to pay the School Board $26.00 per hour, per driver and $21.60 per hour, per attendant (if required), and $3.20 per route mile (cost of mileage may change to reflect fuel increase) for transportation services. If Leadership Academy students share the route(s) with other schools, the charge will be $575.00 per student, per school year for transportation services. If a bus cannot be used for three (3) time slots, it impacts the Average Bus Occupancy (ABO) which negatively impacts the dollar amount the School Board receives per student, and the above charges will be increased by ten percent (10%) to compensate for loss of FTE funding. The School Board will deduct this amount from the monthly disbursement made by the School Board to Leadership Academy as shown on monthly earnings report.

Additionally, for each bus whose entire route is dedicated to Leadership Academy, Leadership Academy will pay to the School Board a risk management fee of $527.40 on or before September 15, 2018. For those routes that are shared with students from other schools, Leadership Academy will pay to the School Board a risk management fee ("shared fee") equal to the percentage of Leadership Academy students riding a shared bus times $527.40 per bus. The percentage will be calculated on the load levels as determined at the October 2018 FTE survey. The School Board will deduct the amount of this shared fee from the monthly disbursement made to Leadership Academy by the School Board.

4. **FTE.** The School Board will collect all generated FTE for Leadership Academy students who ride during survey weeks. All generated FTE will be credited to Leadership Academy monthly earning report.

5. **Communication.** It will be the responsibility of Leadership Academy to designate a transportation liaison. Parents of Leadership Academy students requesting a change in service or transportation information will communicate with Leadership Academy rather than contacting the School Board. Any parent inquiries or concerns regarding transportation services received by the School Board will be forwarded to Leadership Academy. Leadership Academy 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 Leadership Academy and to monitor all drivers, routes and students during the school year.

6. **Field Trips.** In addition to daily transportation services, Leadership Academy may submit requests for field trip buses. Buses are available for field trips from 9:30 am to 1:00 pm. All field trip buses will be billed directly by the School Board to Leadership Academy on a monthly basis with payment due within fifteen days of billing. The costs for field trips will be $3.20 per mile plus $26.00 per hour, per driver, minimum three (3) hours. Requests for field trip services must be made at least two (2) weeks in advance of the event.

7. **Conduct.** Leadership Academy 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.

8. **School Year.** Leadership Academy agrees that opening and closing dates of the school year and school holidays will coincide with other Sarasota County schools.

9. **Opening/Closing Times.** Leadership Academy agrees that opening and closing times will be established by the School Board to provide maximum utilization of school buses.

10. **List of Student Riders.** Leadership Academy will send specific lists of students to be transported, with names and addresses, to the School Board's Transportation Routing Department by August 13, 2018.

11. **Leadership Academy Vehicles Used for Transportation of Students.**

a. Leadership Academy agrees that if it uses vehicles other than those owned by the School Board to transport students to and from school or for any school sponsored activity, those vehicles will meet all federal and state standards for school buses. These requirements apply regardless of whether the vehicle is owned, operated, rented, leased, or contracted by Leadership Academy. The parties recognize that full size vans do not meet these standards.

b. All vehicles owned or contracted by Leadership Academy and used for the transportation of students must be inspected every twenty-eight (28) days by School Board transportation personnel or a state certified school bus inspector according to state standards prescribed in the Florida Bus Safety Inspection Manual. Transportation personnel will provide a schedule of the inspection dates for the vehicles. Copies of all outside inspections must be submitted to the Transportation department upon completion with a copy of the inspector's certification.

c. Any person operating a vehicle transporting Leadership Academy students on behalf of the school is defined as a school bus driver and must meet all state requirements prior to transporting students. These requirements provide that a driver:

- Must be enrolled in random drug testing with quarterly copies sent to Transportation
- Must submit forty (40) hour training certificate to Transportation
- Must have eight (8) hours in-service annually with copies sent to Transportation
- Must verify drivers have not had a one (1) year break in bus driving service, receiving a forty (40) hour bus driver certification
- Possess a current CDL with Passenger, Air Brake and "S" endorsements on file with Transportation
- Have a valid Medical Examiner Certificate
- Provide verification of pre-employment fingerprint screen
- Provide verification of pre-employment drug screen
- Must perform annual dexterity test on school board/DOE form
- Must perform emergency evacuations within first six (6) weeks of each semester

d. Prior to the start of school, Leadership Academy must have on file in the School Board Transportation Department the following: (a) a list of vehicles owned by the school and used for student transportation, (b) proof of insurance for all vehicles as required by F.S. 1006.24, (c) copies of valid State of Florida vehicle registration(s) for all vehicles, and (d) a list of drivers employed by Leadership Academy for student transportation.

12. **Miscellaneous Charges.** The School Board will bill Leadership Academy for the following services at the rates listed below:

- Bus Inspection and Labor charges – $75.00 hr.
- After hours Inspection and Labor Charges – $112.50 hr.
- Parts for bus repair – actual cost + 30%
- Spare bus rental charges - $100.00 per day plus $.50 per mile

The School Board will send monthly invoices to Leadership Academy for these miscellaneous charges which shall be due and payable within fifteen (15) days of billing.

13. **Term of Agreement.** The term of this Agreement is from August 13, 2018 through June 30, 2019.

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

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

To Leadership Academy:

The Student Leadership Academy
of Venice, Inc.
200 Field Avenue E
Venice, Florida 34293

To the School Board:

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

16. **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: _____
Bridget Ziegler, Chair

Approved for Legal Content,
July 4, 2018, by Matthews Eastmoore,
Attorneys for The School Board
of Sarasota County, Florida
Signed: ASH

THE STUDENT LEADERSHIP ACADEMY OF VENICE, INC.

By: _____
Jonathan Cooley, Principal