

**Agreement between The
School Board of Sarasota County, Florida
And
Imagine-Sarasota County, LLC, d/b/a
Imagine School at North Port
For Transportation Services**

This Agreement is made and entered into this _____ day of _____, 2009, effective July 1, 2009, 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 Imagine-Sarasota County, LLC, d/b/a Imagine School at North Port ("Imagine-North Port"), a charter school in Sarasota County, Florida, pursuant to Section 1002.33, Florida Statutes.

WITNESSETH:

WHEREAS, Imagine-North Port is operating a charter school within Sarasota County; and

WHEREAS, Imagine-North Port 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 Imagine-North Port for the 2009-2010 school year on mutually agreed bus routes. This Agreement is not intended to prevent Imagine-North Port 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 be not be added until approved by Imagine-North Port 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 cost(s). If the entire route(s) is dedicated to Imagine-North Port route(s) only, Imagine-North Port agrees to pay the School Board \$23.25 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. If Imagine-North Port students share the route(s) with other schools, the charge will be \$838.00 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 Imagine-North Port as shown on monthly earnings report.

4. **FTE.** The School Board will collect all generated FTE for Imagine-North Port students who ride during survey weeks. All generated FTE will be credited to Imagine-North Port's monthly earnings report.

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

6. **Field Trips.** In addition to daily transportation services, Imagine-North Port may submit requests for field trip buses. Buses are available for field trips from 9:30am to 1:00pm. All field trip buses will be billed directly by the School Board to Imagine-North Port on a monthly basis with payment due within fifteen days of billing. The costs for field trips will be \$2.60 per mile plus \$23.25 per hour, per driver, minimum 3 hours. Requests for field trip services must be made at least two (2) weeks in advance of the event.

7. **Conduct.** Imagine-North Port 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.** Imagine-North Port agrees that opening and closing dates of the school year and school holidays will coincide with other Sarasota County schools.

9. **Opening/Closing Times.** Imagine-North Port 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.** Imagine-North Port will send specific lists of students to be transported, with names and addresses, to the School Board's Transportation routing department by June 10, 2009.

11. **Imagine-North Port Vehicles Used for Transportation of Students.**

a. Imagine-North Port 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 Imagine-North Port. The parties recognize that full size vans do not meet these standards.

b. All vehicles owned by Imagine-North Port and used for the transportation of students must be inspected every 28 days by School Board transportation personnel 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.

c. Any person operating a vehicle transporting Imagine-North Port 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
- Must have 40 hours pre-service qualification
- Must have 8 hours in-service annually
- 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 form
- Must perform emergency evacuations within first six (6) weeks of each semester

d. Prior to the start of school, Imagine-North Port 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 Imagine-North Port for student transportation.

12. Miscellaneous Charges. The School Board will bill Imagine-North Port for the following services at the rates listed below:

- Bus Inspection and Labor charges \$65.00/hour
- After hours Inspection and Labor Charges \$97.50/hour
- Parts for bus/vehicle repair – actual cost + 3%
- Spare bus rental charges - \$2.60/per mile

The School Board will send monthly invoices to Imagine-North Port for these miscellaneous charges which shall be due and payable within fifteen days of billing.

13. Term of Agreement. The term of this Agreement is from July 1, 2009 through June 30, 2010.

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

15. **Indemnification.** Imagine-Sarasota County, LLC, agrees to indemnify the School Board and hold it harmless from any liability arising out of accidents, injuries or any other matters and claims relating to transportation services provided under this Agreement. This provision shall survive termination of this Agreement and shall be binding on the parties, successors, representatives and assigns and cannot be waived or varied. Nothing herein is intended to act as a waiver of the sovereign immunity and the School Board's limits of liability established by Florida law.

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

To Imagine-Sarasota County, LLC: Imagine School at North Port
2568 Commerce Parkway
North Port, Florida 34289

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

17. **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: _____

Caroline G. Zucker, Chair

Approved for Legal Content
May 18, 2009, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: _____ASH_____

IMAGINE-SARASOTA COUNTY, LLC, d/b/a
IMAGINE SCHOOL AT NORTH PORT.

By: _____

Justin Matthews, Principal

