

**Agreement between The
School Board of Sarasota County, Florida
And
Goodwill Academy, Inc.
For Transportation Services**

This Agreement is made and entered into this ____ day of August 2007, effective July 1, 2007, 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 Goodwill Academy, Inc. (Goodwill Academy), a charter school in Sarasota County, Florida, pursuant to Section 1002.33, Florida Statutes.

WITNESSETH:

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

WHEREAS, Goodwill 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 Goodwill Academy for the 2007-2008 school year on mutually agreed bus routes. This Agreement is not intended to prevent Goodwill 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 be not be added until approved by Goodwill Academy and reviewed for safety and approved by the School Board's Transportation Department. Route changes, if approved, will require 7 calendar days from the date of request to the date of implementation. Special needs transportation requests must be made a minimum of 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 Goodwill Academy route(s) only, Goodwill Academy agrees to pay the School Board \$23.00 per hour, per driver and \$19.98 per hour, per attendant (if required), and \$2.00 per route mile (cost of mileage may change to reflect fuel increase) for transportation services. If Goodwill Academy students share the route(s) with other schools, the charge will be \$838.00 per student, per school year for transportation services. The School Board will deduct this amount from the monthly disbursement made by the School Board to Goodwill Academy as shown on monthly earnings report.

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

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

6. **Field Trips.** In addition to daily transportation services, Goodwill Academy 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 Goodwill Academy on a monthly basis with payment due within fifteen days of billing. The costs for field trips will be \$2.00 per mile plus \$23.00 per hour, per driver, minimum 3 hours. Requests for field trip services must be made at least 2 weeks in advance of the event.

7. **Conduct.** Goodwill 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.** Goodwill 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.** Goodwill 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.** Goodwill Academy will send specific lists of students to be transported, with names and addresses, to the School Board's Transportation routing department by July 13, 2007.

11. **Term of Agreement.** The term of this Agreement is from July 1, 2007 through June 30, 2008.

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

13. **Indemnification.** Goodwill Academy 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. 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.

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

To Goodwill Academy:

Goodwill Academy
3105 North Tamiami Trail
Sarasota, Florida 34234

To the School Board:

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

15. **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: _____

Frank Kovach, Chair

Approved for Legal Content
July 25, 2007, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH

GOODWILL ACADEMY, INC.

By: _____

Darleen Zimmerman, Principal