

**Agreement between The
The School Board of Sarasota County, Florida
And
Laurel Civic Association, Inc.
For Transportation Services**

This Agreement is made and entered into this 18th day of September, 2012, 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 Laurel Civic Association, Inc., ("Laurel Civic Assoc."), a Florida Non Profit Corporation.

WITNESSETH:

WHEREAS, Laurel Civic Assoc. is a community based non-profit organization within Sarasota County, with participants attending Laurel-Nokomis School;

WHEREAS, Laurel Civic Assoc. is desirous of receiving the School Board's services in transporting students between Forest Street at The Park, Laurel, Florida, and Laurel-Nokomis School, before and 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 Laurel Civic Assoc. parents attending Laurel-Nokomis School for the 2012-2013 school year on the bus route as described in paragraph 2 below. This Agreement is not intended to prevent Laurel Civic Assoc. from also independently providing daily transportation services for some or all students of Laurel Civic Assoc. parents.

2. **Route.** The parties mutually agree there will be one stop at each destination: students will be transported from Forest Street at The Park to Laurel-Nokomis School before school and returned to Forest Street at The Park after school. Additional stops will not be added unless requested by Laurel Civic Assoc. 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. Laurel Civic Assoc. agree 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 Laurel Civic Assoc. quarterly for costs due in providing transportation

services to Laurel Civic Assoc. Quarterly payments are due within fifteen (15) days of billing.

Additionally, Laurel Civic Assoc. will pay to the School Board a risk management fee of **\$263.70** on or before September 30, 2012.

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

5. **Conduct.** Laurel Civic Assoc. 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.** Laurel Civic Assoc. 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 Laurel Civic Assoc:

Laurel Civic Association, Inc.
P.O. Box 511
509 Collins Road
Laurel, Florida 34272

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: _____
Caroline G. Zucker, Chair

Approved for Legal Content
August 16, 2012, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: _____ASH_____

LAUREL CIVIC ASSOCIATION, INC.

By: _____
Sandra Terry, Executive Director