

**Agreement Between
The School Board of Sarasota County, Florida
and
Dreamers Academy, Inc.
For Daily Transportation Services**

This Agreement is made and entered into effective August 12, 2024 (the “Effective Date”), by and between The School Board of Sarasota County, Florida, a body corporate existing under the laws of the State of Florida (the “Board”) and Dreamers Academy, Inc., a charter school in Sarasota County, Florida (“School”), pursuant to Section 1002.33, Florida Statutes.

WITNESSETH:

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

WHEREAS, School is desirous of receiving the Board’s services in transporting students to and from School and maintaining its vehicles; and

WHEREAS, the Board’s Transportation Department (the “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 Board hereby agrees to provide daily transportation services for students attending School for the 2024 – 2025 school year on mutually agreed bus routes. This Agreement is not intended to prevent School 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. 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. School agrees to pay the Board \$28.00 per hour, per driver and \$22.25 per hour, per attendant (if required), and \$3.80 per route mile (cost of mileage may change to reflect fuel increase) for transportation services.

The Superintendent may increase any of the above Costs, Field Trip Charges as described in paragraph 6 herein or Miscellaneous Charges as described in paragraph 12 herein payable to the Board by written notification to the School on or before July 1 of each renewal year.

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

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

6. **Field Trips.** In addition to daily transportation services, School may submit requests for buses for field trips and similar school activities. Buses are available for field trips from 9:30 am to 1:00 pm. All field trip buses will be billed directly by the Board to School on a monthly basis with payment due within fifteen days of billing. The costs for field trips will be \$3.80 per mile plus \$28.00 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.** School will adopt the Board's STUDENT CODE OF CONDUCT for the purpose of addressing school bus disciplinary problems. The Board reserves the right to refuse transportation to any student whose behavior it deems unacceptable.

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

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

10. **List of Student Riders.** School will send specific lists of students to be transported, with names and addresses, to the Transportation Department by August 31, 2024.

11. School Vehicles Used for Transportation of Students.

a. School agrees that if it uses vehicles other than those owned by the 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 School. The parties recognize that full size vans do not meet these standards.

b. All vehicles owned or contracted by School and used for the transportation of students must be inspected every twenty-eight (28) days by Transportation Department 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 individual inspector's certification.

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

- Must be enrolled in random drug testing with quarterly copies sent to Transportation Department
- Must submit forty (40) hour training certificate to Transportation Department
- Must have eight (8) hours in-service annually with copies sent to Transportation Department
- 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 Department
- 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 FLDOE form
- Must perform emergency evacuation drills within first six (6) weeks of each semester

d. Prior to the start of each school year, School must have on file in the Transportation Department the following: (a) a list of vehicles owned or leased 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 School for student transportation and proof of their certification.

12. Miscellaneous Charges. The Board will bill School for the following Services at the rates listed below:

- Bus Inspection and Labor charges – \$150.00 hr.
- Parts for bus repair – actual cost + 30%
- Spare bus rental charges - \$100.00 per day plus \$1.00 per mile

The Board will send monthly invoices to School 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 12, 2024 through June 30, 2025. The Agreement shall thereafter automatically renew on an annual basis for one (1) school year periods unless otherwise terminated as provided in Section 14. hereinbelow. In the event the Board does not intend to renew the Agreement for the following school year, the Board shall notify School in writing by June 1 of the existing school year.

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

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

To School: Dreamers Academy, Inc.
2146 Myrtle Street
Sarasota, Florida 34234

To Board: School Board of Sarasota County, Florida
Attention: Superintendent
1960 Landings Blvd.
Sarasota, FL 34231

With a Copy to: The School Board of Sarasota County, Florida
Director, Transportation Department
301 Old Venice Road
Osprey, Florida 34229

16. Force Majeure. Neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. This includes if a force majeure event substantially decreases the Board's transportation staff. For purposes of this Agreement, the term "force majeure" means acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the Term of this Agreement. The Board, in its sole discretion, reserves the right to terminate this agreement if a force majeure event occurs, in which case, all services under this Agreement shall cease as of the last day worked.

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.

18. Sovereign Immunity. Nothing contained in this Agreement shall be interpreted or construed to mean the Board waives its common law sovereign immunity or the limits of liability set forth in Florida Statutes.

19. Indemnification. School agrees to defend in the Board's name and behalf and/or in the name and behalf of an employee of the Board any suit or proceeding against the Board alleging damages for actions by the Board arising out of or in the course of the Board's performance of this Agreement, even if any of the allegations of any such suit or proceeding are groundless, false, or fraudulent.

20. Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with laws of the State of Florida. In the event of any legal or equitable action arising under this Agreement, the parties agree that the jurisdiction and venue of such action shall lie exclusively within the state and federal courts of the State of Florida located in or otherwise

having jurisdiction over Sarasota County, Florida, and the parties specifically waive any other jurisdiction and venue.

21. **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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.

BOARD:

THE SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA

By: _____
Karen Rose, Chair

Date: _____

Approved as to Form and Legal Content
by Shumaker, Loop & Kendrick, LLP
Attorneys for The School Board
of Sarasota County, Florida
Signed: MRM
Date: September 12, 2024

SCHOOL:

DREAMERS ACADEMY, INC.

By: Catherine Rodriguez

Print Name: Catherine Rodriguez

Title: Head of School

Date: 9-16-2024