

SCHOOL TRANSPORTATION AGREEMENT

THIS AGREEMENT is made and entered into by and between **LEVY COUNTY**, a political subdivision of the State of Florida, P.O. Box 310, Bronson, Florida 32621 (the "County"), and **NATURE COAST MIDDLE SCHOOL**, a Florida not-for-profit corporation, 6830 NW 140th Street, Chiefland, FL 32626 (the "School.")

RECITALS

WHEREAS, County operates Levy County Transit (hereinafter "LCT"), a County Department that provides necessary public transportation services; and

WHEREAS, School desires to contract with the County for the transportation of students to and from its educational facility, and the County desires to provide those services through LCT; and

WHEREAS, Parents (who join this Agreement via a signed Parent Consent in the form attached as Exhibit "B") desire to have their student(s) transported to and from the School's educational facility.

NOW, THEREFORE, based on the mutual covenants, conditions and considerations hereinafter expressed, the parties agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are true and correct and are a material part of this Agreement.
2. Purpose. The purpose of this Agreement is to provide transportation for a maximum number of fourteen (14) students to and from the School's educational facility located at 6830 NW 140th Street, Chiefland, FL 32626 (the "Educational Facility") during the School Year.
3. Parties to Agreement. County and School are parties to this Agreement upon their respective execution of same. Each Parent becomes a party to this Agreement upon their execution of an Application for Transportation Services and Parent Consent and Agreement in the form attached to this Agreement as Exhibit "B" (the "Parent Consent") without the necessity for additional documents to be executed by County and School. Likewise, the County and School may modify the terms of this Agreement, without need for each Parent to execute same. Fully executed copies of this Agreement and each executed Parent Consent shall be kept on file at the offices of LCT and School during the term of this Agreement.
4. Transportation Schedule. The parties agree that, with the exception of the holidays listed on the attached Exhibit "A" (which Exhibit shall be updated annually by the School and provided to the County), the following is the schedule for transportation of students to and from the LCT office, the Winn Dixie parking lot and the Educational Facility. County shall make best efforts to adhere to the schedule, but shall not be responsible for late arrivals to the Educational Facility or late deliveries of students to the LCT Offices or Winn Dixie.

	LCT Office 970 E Hathaway Ave Bronson	Winn-Dixie 727 W Noble Ave Williston	Educational Facility 171 SW 3rd St Otter Creek
Parent drop-off	7:20 - 7:25 am M-F	7:00 - 7:10 am M-F	
Departure time	7:25am M - F	7:10am M-F	
Arrival time			7:45am M - F
Departure time			2:20pm M –F 12:10pm early release days
Arrival time and parent pick-up	2:45 - 2:50pm M – F 2-12:05pm early release days	2:55 - 3pm M – F 12:10 – 12:15pm early release days	

5. Rates for Transportation; Payment; Rate Adjustments.

(a) The School shall pay the County One Hundred Twenty Six Dollars (\$126) per week to transport a maximum of fourteen students per day, regardless of whether a lesser number of students utilize the transportation services in any given week. No payments will be required for the Thanksgiving Holiday, Christmas Break, School Closed and Spring Break listed on Exhibit "A."

(b) The County will send periodic invoices to the School and School shall make payment within seven (7) calendar days of the date of the invoice.

(c) The County Director of Transportation will review the costs of providing student transportation and may adjust the rates each year. The County will provide the School with 30 calendar days advance written notice of any rate changes, and will thereafter implement the rate change on the next invoice.

6. Supervision; Discipline of Students; Pick-up and Drop-off.

County shall have no disciplinary or supervisory responsibilities for any students waiting at the LCT Offices or Winn Dixie or riding in the transportation vehicles, and shall have no responsibility to confirm that the person who picks up or drops off a student at the LCT Offices or Winn Dixie has the Parent's approval to do so.

7. Duties of School.

(a) School shall be the point of contact for any Parent who utilizes the transportation services provided under this Agreement. School shall obtain a Parent

Consent (in the form attached as Exhibit “B”) signed by each Parent and their student(s) in order for Parent’s student(s) to receive transportation services pursuant to this Agreement. The School shall retain an original signed Parent Consent on file and shall provide an additional original signed Parent Consent to County. School shall provide Parents with any information and responses to questions relating to the transportation services. In the event the School does not have the necessary information to address a Parent question or concern, School shall contact the LCT office to obtain the answer or information for the Parent.

(b) In the event of emergency, and the resulting suspension or termination of transportation services by County, School is responsible for contacting each Parent to arrange alternate transportation for such Parent’s student(s).

(c) School shall keep and maintain all records in connection with this Agreement at the Educational Facility, which shall be available for inspection by County during regular business hours.

8. Duties of Parent. Any Parent who enters into this Agreement shall have the duties and responsibilities set forth in the Parent Consent.

9. County’s Right to Terminate Services to Student(s); Emergency Events.

(a) In the event the Parent or their student(s) fail to comply with the Parent Consent (which includes the Rules of Conduct), the County shall have the right to immediately terminate or refuse to provide transportation services to the student(s) upon written or verbal notice to the Parent.

(b) In the event of emergency (caused by natural disaster, impending hurricane or other severe weather, or other causes) declared by the County, the State of Florida and/or the Federal Government, or in the event of other emergency circumstances beyond the control of County, County may suspend or terminate transportation services immediately upon verbal communication with School. In such event, School is responsible for contacting each Parent to arrange alternate transportation for their students.

10. Term/Annual Renewal/Termination.

(a) The term of this Agreement shall begin August 10, 2022, and shall continue through May 26, 2023; and shall automatically renew each school year unless either the School or County provides written notice to the other, no later than July 1st of any given year that they desire to end the automatic renewal and terminate the Agreement.

(b) The beginning of the term for each Parent shall be the date the Parent executes a Parent Consent and the termination of the Agreement with each Parent shall be when their student ceases to utilize the transportation services.

(c) County may terminate this Agreement without cause upon providing seven

calendar days' advance written notice to School.

(d) County or School may terminate this Agreement for cause (such as, but not limited to, failure to receive timely payment for transportation services, or other violation of the terms of this Agreement) upon providing seven (7) calendar days' advance written notice to the other.

11. Notices. All notices, except in the event of emergency, shall be in writing and hand delivered or sent by certified mail, return receipt requested to the addresses listed below:

If to County:
County Coordinator
P.O. Box 310
310 School Street (hand delivery)
Bronson, FL 32621

With a copy to:
Levy County Transit
P.O. Box 310
970 East Hathaway Ave (hand delivery)
Bronson, FL 32621

If to School: Nature Coast Middle School
6830 NW 140th Street
Chiefland, FL 32626
Email: charles.bowe1@levyk12.org

If to Parent: At the address provided on the Parent Consent

12. Indemnification. In consideration of ten dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, School shall indemnify, save and hold harmless County and all of its officers, agents, employees or volunteers from all suits, actions, claims, demands and liability of any nature whatsoever arising out of, because of, or due to the breach of this Agreement by School or any Parent, or either of their subcontractors, agents, employees, students (or, in the case of Parent, children or wards), or volunteers, or due to any negligent act, or occurrence of omission or commission of School or any Parent, or either of their subcontractors, agents, employees, students (or, in the case of Parent, children or wards), or volunteers. Neither School nor any of its subcontractors, agents, employees, students or volunteers will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents, employees or volunteers.

13. Entire Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

14. Modification of Agreement. No modifications, amendment or alteration of the terms of this Agreement shall be effective unless set forth in a written document executed by the relevant parties.

15. Waivers. One or more waivers by any party of any breach of any provision, term, condition or covenant of this Agreement shall not be construed as a waiver of a subsequent breach.

16. Florida Law. This Agreement shall be governed and construed in accordance with Florida law. The parties agree that in the event of any litigation arising out of an alleged breach or nonperformance of this Agreement, the venue for such litigation shall be in Levy County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA

Russell Meeks Jr., Chairman

ATTEST: Danny J. Shipp, Clerk of
Circuit Court and Ex officio Clerk to
the Board of County Commissioners

Danny J. Shipp, Clerk

Approved as to form and legal sufficiency

Nicolle Shalley, County Attorney

NATURE COAST MIDDLE SCHOOL

By: _____
Title: _____
Date: _____

EXHIBIT "A"

Nature Coast Middle School 2022-2023 School Holidays (no school for students)

August 10, 2022	First Day of School
September 5, 2022	Labor Day
October 17-18, 2022	Teacher Workday
November 11, 2022	Veteran's Day
November 20-27, 2022	Thanksgiving Holiday
December 22 - 31, 2022	Christmas Break
January 1-6, 2023	School Closed
January 9, 2023	Teacher Work Day
January 16, 2023	Martin Luther King Day
February 20, 2023	President's Day
March 17, 2023	Teacher Workday
March 18-26, 2023	Spring Break
April 7, 2023	Good Friday
May 26, 2023	Last Day of School

Early Release Days

December 19-21, 2022	Exam days (Early Release)
May 24-26, 2023	Exam days (Early Release)

Exhibit "B"
APPLICATION FOR TRANSPORTATION SERVICES AND
PARENT CONSENT AND AGREEMENT

The undersigned Parent or Legal Guardian (the "Parent") hereby applies for transportation services for his/her student(s) named below and acknowledges that they have been given a copy of the School Transportation Agreement between the County and Nature Coast Middle School and understands that by executing this Parent Consent and Agreement, they are bound by the terms contained in the Agreement and this Parent Consent.

Parent Responsibilities.

(a) Parent shall drop off and pick-up their student(s) in accordance with schedule set forth in Section 4 of the Agreement. Parent shall provide supervision of their student(s) at the LCT Offices and Winn Dixie during drop off and pick up waiting periods and may not leave their student(s) unattended. Parent may coordinate with School to provide supervision at the LCT Offices or Winn Dixie on Parent's behalf.

(b) Parent acknowledges that any person Parent sends to pick up or drop off Parent's student(s) does so with the full authority of the Parent. It is the sole responsibility of the Parent to monitor any person(s) picking up or dropping off Parent's student(s). The County is not responsible for verifying the identity or authority of any person dropping off or picking up a student.

(c) Parent is responsible for payment to the School of any sums due to the School for transportation of their student(s) and such charges and payments are a matter solely between the Parent and the School.

(d) In the event Parent has any questions or concerns or other issues regarding the transportation services provided or the Agreement or this Parent Consent, Parent will direct its communication to School for information, response or resolution. In the event Parent does not receive the information or response requested of School, then Parent may contact the County Transit Director. County reserves the right, however, to refer Parent to School for final resolution or response.

(e) Parent shall provide child restraint devices for each student that is required to use a restraint device pursuant to Florida law. Parent shall install the restraint device in the transportation vehicle each day that services are provided, which installation shall be subject to review and approval by the driver of the transportation vehicle.

(f) Parent and Parent's student(s) must sign the Rules of Conduct at the end of this Parent Consent. Parent is responsible for compliance, by both Parent and Student, with the Rules of Conduct. Violations of the Rules of Conduct may result in termination of transportation services for the Parent's student(s) without refund of payment by the School.

(g) In consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Parent shall indemnify, save and hold harmless County and all of its officers, agents, employees or volunteers from all suits, actions, claims, demands and liability of any nature whatsoever arising out of, because of, or due to the breach of this Agreement by School or Parent, or either of their subcontractors, agents, employees, students (or, in the case of Parent, children or wards), or volunteers, or due to any negligent act, or occurrence of omission or commission of School or Parent, or either of their subcontractors, agents, employees, students (or, in the case of Parent, children or wards), or volunteers. Neither Parent nor any of its subcontractors, agents, employees, students (or, in the case of Parent, children or wards), or volunteers will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents, employees or volunteers.

Parent acknowledges that he/she agrees to the foregoing and has signed this signature page with the intent of entering into the Agreement as a party as of the date Parent signs this signature page.

(If two custodial Parents, both must complete and sign)

Printed name of student(s) to be transported		
	Parent 1	Parent 2, if applicable
Printed name		
Address		
Cell Phone		
Work Phone		
Home Phone		
Parent Signature		
Date signed		

Rules of Conduct

The goal of Levy County Transit is to provide safe transportation. Compliance with these Rules of Conduct is required by both parents and students. Failure to comply may result in immediate termination of transportation services.

1. **Be on time.** Student must not arrive prior to the times listed in the schedule for departure to school. Parent must wait with their student until student has boarded the bus. Student must be picked up immediately upon arrival at the LCT Office or Winn-Dixie.
2. **Respect the driver and the bus.** Student must be respectful to the Levy County Transit drivers. When the driver gives instructions, student must follow those instructions without argument or backtalk. Do not damage the bus. Any property damage to bus (such as seat sliced, punctured or written on) will be billed to and is the financial responsibility of parent. Buses are equipped with cameras and video will be reviewed to determine the cause of damage.
3. **Mind your manners.** Student must not bully other students, engage in yelling or loud talking, or use foul language. Student must not engage in horseplay (such as throwing things) or fighting or physical contact of any type and must keep their hands to themselves. Bus windows are not to be opened. Earbuds must be worn at all times when listening to music and volume kept down and not audible to other students.
4. **No eating or drinking.** No eating or drinking will be allowed at any time on the bus or at the LCT Offices. All food or drink must remain within a lunch box or backpack and may not be removed.
5. **Buckle up and stay seated.** Seatbelts or child safety restraint must be worn at all times, including the shoulder strap. Student must remain seated at all times.
6. **No hazardous items.** Hazardous items (such as music speakers, skateboards, or sports balls) are not allowed on the bus. Driver may confiscate any item that may pose a hazard until the destination is reached.
7. **No stops.** Bus will not stop for riders once it has departed the LCT Office, Winn-Dixie or School.

Student printed name:	
Student signature:	
Parent printed name:	
Parent signature:	