

# TRANSPORTATION

Contact: Director of Transportation

Telephone: 407-518-4540

## **CHARTER SCHOOL TRANSPORTATION AGREEMENT BETWEEN THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA AND New Dimensions High**

This Agreement, executed on this 1st day of August, 2006 is entered into, by and between the School Board of Osceola County, Florida, and **New Dimensions High**, a non-profit corporation organized under the laws of the State of Florida ("School"). This Agreement is for the purpose of providing transportation of the School's students consistent with the requirements of subpart I.E of Chapter 1006 and section 1012.45, Florida Statutes, under the following terms and conditions.

### Part I

Subject to the availability of school buses, the sponsor agrees to provide and the School agrees to purchase the services of the transportation department to provide school bus transportation for the eligible students of **New Dimensions High** on the terms and conditions contained herein; and

### Part II

School agrees that the School Board will report all applicable FTE and retain all state transportation funding. The School also agrees to pay an additional \$30 per School semester for each student transported by the School Board pursuant to this contract.

### Part III

**New Dimensions High** agrees to the following:

- A. Opening and closing dates of School, and School holidays will coincide with other Osceola County District Schools.
- B. Specific lists of students to be transported, with names and addresses will be sent to sponsor by July 1 in advance of opening date of School.
- C. Opening and closing times will be established by the School District to provide maximum utilization of school buses.
- D. Transportation for any activity the School may wish to participate in that is not the regular day to day transportation will be considered extra curricular transportation and shall be subject to availability after the needs of the Osceola County Schools are met. Requests for that type of service must be made at least two (2) weeks in advance, in writing. The cost for that service will be \$1.50 per mile plus driver salary inclusive of benefits per hour in accordance with current union agreement (Attendants if required). Charges for these services

will be deducted from the School's next scheduled Florida Education Finance Program (FEFP) payment.

- E. Requests for transportation of any students with special needs will need to be made five (5) days in advance of the anticipated service. Adequate information about the condition of the student shall be included with the request. The sponsor reserves the right to decline transportation request of any special needs student that would require out of the ordinary equipment or personnel to transport. Any equipment that the student is to be transported in must meet the standards necessary to ensure his or her safety on the School bus as a condition of such transportation.
- F. School agrees to utilize district standards as outlined in Osceola County School Board Rule for Student Conduct on our school buses. The sponsor may temporarily or permanently exclude any student whose behavior is unacceptable.
- **Routes and Stops** – Safe routes and stops must be designated by Osceola District Schools and approved by the Charter School and Charter Schools must provide prompt relief of any condition causing overloaded buses.
  - **Approved Vehicles** – School buses must be used for all regular transportation provided or arranged by the Charter School with limited exceptions. A school bus is any vehicle designed to transport more than ten (10) persons to include to and from School or School activities and it must meet federal and state construction standards for school buses. Essentially, this is the "yellow bus" we are all familiar with, and it is available in various sizes and configurations from 16 to 90 passenger capacity. These requirements apply regardless of whether the vehicle is owned, operated, rented, leased or contracted for by the Charter School. Full size vans are not school buses, do not meet school bus safety standards, and are not approved for use.
  - **School Bus Inspection and Maintenance** – All school buses transporting Charter School students are required to be inspected every thirty (30) days of service, according to standards prescribed in the Florida School Bus Safety Inspection Manual, available from the department. Each Charter School must have a plan for inspection and maintenance of school buses. The department may inspect or have inspected any bus to ensure that it meets these requirements and the requirements of Florida school bus specifications (also available from the department).
  - **School Bus Driver Requirements** – Any person operating a school bus transporting Charter School students is defined as a school bus driver and must meet state requirements. This would include teachers, coaches, parents, volunteers or other licensed drivers who drive school buses transporting students. The requirements include:
    1. Seventy-five (75) hours of pre-service training according to the Basic School Bus Driver Curriculum (available from the department).
    2. Eight (8) hours of in-service training annually related to driving responsibilities.

3. Participating in a federally required drug and alcohol testing program.
4. Possession of a valid class A or B commercial drivers license (CDL) with passenger, air brake endorsement, and S endorsements.
5. Possession of a valid medical examiner certificate documenting successful passage of an annual physical examination on a form prescribed by and available from the department.
6. Criminal background check from the FBI and the Florida Department of Law Enforcement.
7. Once per semester review (includes summer School) of driving history from the Florida Department of Highway Safety and Motor Vehicles for violations and citations; and
8. Annual dexterity testing measuring ability to perform basic functions related to driving responsibilities, recorded on a form prescribed by the department.
9. Emergency evacuations must be performed within first six weeks of each semester as outlined by Florida Statute F.S. 1006.21.

Charter Schools may delegate responsibility for implementing some or all of the above requirements, and this should be reflected in the approved agreement. However, Charter Schools will be accountable ultimately for ensuring that the requirements of Chapter 23, 1006.21, F.S. are met.

### **Eligibility for Transportation**

#### **General Eligibility**

The eligibility of students for transportation services has been defined in Section 1006.21, F.S. and the rules of the State Board of Education to include the following:

All Kindergarten through grade 12 students whose homes are two miles or more from the assigned School.

All Pre-Kindergarten through grade 12 students with disabilities regardless of distance from home to School.

All students enrolled in a teenage parent program and the registered children of such students.

Elementary age children who live within two miles of their assigned school and who are subject to hazardous walking conditions as defined in section 1006.23.F.S.

**Reasonable Distance Provision**

Section 1002.33(20)(c), F.S. states that “the charter school and the sponsor shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance of the charter school as determined in its charter.” Under this contract, School Board shall transport only students living within a reasonable distance of the School. Reasonable distance shall be determined by the School District.

Charter schools shall be required to provide or arrange for transportation of students who live beyond the reasonable distance as determined above.

- G. The School agrees to indemnify and hold harmless the School Board, and its officers, directors, agents, employees and assigns, from any and all claims, judgments or liabilities, arising from the provision of transportation services, including attorneys fees and court costs, including but not limited to administrative proceedings, lawsuits, and any appeals.

Part IV

The School Board or the School can terminate this agreement, without cause, upon thirty (30) days written notice to the other party.

Executed this 7th day of September 2006.

THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA

BY: Thomas E. Chalifoux, Jr.  
Thomas E. Chalifoux, Jr., Chairman

ATTEST: Blaine A. Muse  
Blaine A. Muse, Superintendent

**New Dimensions High**

BY: Jacqueline [Signature]

TITLE: Director of Operations