

CONTRACT BETWEEN
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
AND
PALM BEACH METRO TRANSPORTATION, LLC

This contract entered into this 31st day of July 2006, between THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida and governing body for the Palm Beach County School District, (hereinafter referred to as the "School Board") and Palm Beach Metro Transportation, LLC located at 1700 Florida Mango Road, West Palm Beach, FL 33409, (hereinafter referred to as the "Contractor") to provide Transportation Services for Special Needs / Disabled Students servicing the Palm Beach County Area. Currently the Palm Beach County School District ("District") is servicing approximately 90-110 students on a daily basis. This number is only an estimate and is subject to change (increase / decrease) based upon the needs of the District.

SECTION I – TERM OF CONTRACT

This contract shall be for the period from July 31, 2006 through July 30, 2008.

SECTION II – SERVICE SPECIFICATIONS

1. The Contractor shall provide student transportation services in compliance with the specifications as outlined in this Section II, Service Specifications and the corresponding proposal submitted by the Contractor, which by reference herein becomes part of this contract. Student transportation services shall be provided in compliance with the following provisions:
 - A. Transportation service for special needs / disabled students shall be provided from the student's official pickup point, to the student's assigned school (AM TRIP) and returned from the student's assigned school to the student's official drop-off point (PM TRIP). Any changes must be approved by the District's Transportation Department ("Transportation Department").
 - B. Special needs are defined as wheelchair and stretcher assistance, supervision in entering and exiting a vehicle, and/or accompanying a student to/from the door of student's residences, and supervision and care of students during transport.

Eligible students shall be those identified by the appropriate School District personnel as having special transportation needs or circumstances. Students with disabilities will have an appropriate Individualized Education Program (IEP) or other specialized plan, developed by knowledgeable District personnel. Contractor shall accommodate the special needs of the students being transported as outlined in each student's IEP, specialized plan, and/or the Transportation Request Form (PBSD#1848).

- C. The Contractor would be required to provide appropriately trained attendants on an as- needed basis. This training should include but is not limited to student management, students with disabilities, sensitivity training, and safety equipment and child safety restraint equipment. Attendants shall provide adequate care and supervision of students requiring such, as indicated by a student's IEP, specialized plan, and/or Transportation Request Form.
- D. Contractor and employee/subcontractors must adhere to student confidentiality requirements at all times. A "Confidential Emergency Information " card (PBSD #1532) must be completed by the parent/guardian prior to the commencement of the first pick-up of the student, and is to be kept on the vehicle with the driver during student transport. Supplies of these cards may be obtained by the Contractor from the Transportation Department.

- E. If at any time an employee of Contractor is aware of or suspects that child abuse or neglect has occurred, as defined in Chapter 39, Florida Statutes, Proceedings Relating to Children, that employee is required to immediately report such known or suspected abuse or neglect to the Department of Children and Family Services by calling the Central Abuse Registry telephone number (1-800-962-2873) or by fax number (1-800-914-0004). Failure of the Contractor to immediately report such shall constitute breach of contract and may result in termination of this contract.
- F. The Contractor shall be knowledgeable in disabled student transportation policies and procedures in compliance with Chapter 1006, Florida Statutes, Part E, Transportation of Public K-12 Students and The Individuals with Disabilities Education Improvement Act of 2004 (IDEA 2004) and ensure that all personnel providing these services are trained regarding these policies and procedures.
- G. A copy of Contractor's policies and procedures and employee training program for disabled student transportation services shall be submitted to the Transportation Department before service can commence. Any additional training involving student transportation may be requested at the School Board's discretion. Students traveling with an attendant shall to be seated near the attendant for supervisory and safety purposes.
- H. Vehicles shall not be left unattended at any time when students are on board.
- I. The Contractor shall observe proper and safe practices for loading and unloading passengers.
- J. The Contractor will be responsible for obtaining any and all necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the School Board.
- K. The Contractor must notify the school, contact parents and notify the Transportation Department whenever an accident/incident, student disruption, medical emergency, suspected abuse, etc., and any other safety and health matters delaying arrivals by more than twenty (20) minutes.
- L. The Contractor must be always available by telephone and/or (cell phone) to communicate with personnel in the Transportation Department, school, parents, nursing personnel and/or students.
- M. The Contractor shall be required to make "dry runs" for all new students to determine time and distance, meet parents and students, and to coordinate student scheduling before service commences.
- N. The School Board, as required, will provide safety vests and child safety restraint systems on an as needed basis for students.
- O. The School Board may require taxi service for students at a per mile/meter rate schedule. The School Board requires that this type of service shall not be subcontracted for health and safety reasons. Additionally, while students are being transported, only the student(s) and required attendant shall be in the vehicle with the driver.

2. **VEHICLE REQUIREMENTS:**

- A. All vehicles used and employed by the Contractor in the performance of this contract shall be maintained in good repair and working order, and in a clean and sanitary condition. A thorough preventative maintenance program on all vehicles shall be on-going at all times and documentation of this program shall be provided to the District's Transportation Department at all times upon request. Vehicles must be clearly identified with the Contractor's company logo at all times.

- B. All vehicles shall be equipped with seat belts and Occupant Safety Restraint Systems, as required. Vehicles that are utilized to provide wheelchair services shall be equipped with a four-point tie-down system, and lap/shoulder occupant restraint system, which is forward facing and wheelchair accessible.
- C. All vehicles shall be air-conditioned, adequately heated and ventilated and shall be equipped with a first-aid kit. The first-aid kit must be kept current and supplied.
- D. The vehicle driver shall check the brakes, horns, tires, steering apparatus, emergency doors, lights and all other equipment before each morning and afternoon route to determine that they are in good operating condition, and documentation of this program shall be provided to the District's Transportation Department upon request.
- E. The School Board may inspect any vehicle used and employed by the Contractor in the performance of this contract for all conditions specified herein without advance notice.

3. **DRIVING PERSONNEL:**

- A. All individuals riding in vehicles being used to provide transportation service at the time students are being transported shall be an employee of, or Contracted by, the Contractor. These individuals shall have received clearance from the School Board through fingerprinting and security checks, and be issued a VENDOR ID badge by the School Board. The cost is estimated at \$84 per person, subject to change, and shall be paid to the School District by the Contractor or the Contractor's employee. Fees associated with this process are determined by the Florida Department of Law Enforcement and the FBI and are subject to change at any time. All increases in fees shall be the responsibility of the Contractor or the Contractor's employee. It shall be the responsibility of the Contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations and School Board of Palm Beach County's Policy that in any manner affect the services covered herein which apply. Specifically, no personnel will be provided to the School Board who has charges pending and/or conviction involving any offenses listed in Chapter 435, Florida Statutes. Failure to comply may result in the immediate termination of the Contractors contract at the sole discretion of the School District. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.
- B. Individuals assigned to drive vehicles while students are being transported shall be licensed by the Florida State Department of Highway Safety and Motor Vehicle and licensing is the Contractor's responsibility.
- C. Driving personnel and all attendants shall not smoke or carry lighted tobacco or like smoking products when operating vehicles used to transport students or while students are aboard. Vehicles should be smoke free and cleaned if smoking has occurred in them.
- D. Drivers and attendants are not to provide food, candy, or any tangibles to students unless it is part of an approved district plan for the student.
- E. Driving personnel and all attendants will not use obscene language.
- F. Driving personnel and all attendants shall be neat, clean, and appropriately dressed at all times and properly identified with company logoed uniform and photo ID at all times. Shorts, tank tops, and net shirts shall not be worn. All drivers must wear enclosed shoes appropriate for driving.

- G. Contractor shall have a written drug-free workplace policy and must be provided to the Transportation Department prior to the contract commencing. This policy shall include pre-employment testing and testing for drivers with reasonable cause to suspect drug use. Driving personnel and all attendants who test positive for use of controlled substances, and do not have a current, valid, personal prescription for the use of the drug shall be permanently excluded from transporting students.
- H. No unauthorized personnel or riders not covered under this contract shall be allowed on any vehicle being used during the transportation of students.
- I. Driving personnel / attendants shall be able to communicate fluently in English for safety reasons.

4. LATE / DELAYED VEHICLES:

The Contractor must notify parents / schools if a vehicle will be delayed by more than 20 minutes.

SECTION III – COST OF SERVICES

The Contractor shall be paid for services as a charge per trip, per student, with an attendant, as specified, or without an attendant, to transport students requiring Ambulatory Services, Stairchair, Stretcher or Wheelchair and Taxi Service, as specified by the students' IEP, specialized plan, and/or Transportation Request Form PBSD #1848 as noted in Attachment (B), Contracted Rate Schedule (Attachment A) for contracted services rendered for the School Board of Palm Beach County.

The Contractor will be compensated for the delivery of students for each ¼ hour of wait-time in excess of the first (15) fifteen minutes, as provided by the Contractor, only if the Transportation Department is properly notified upon each occurrence.

The Transportation Department will be required to notify Palm Beach Metro Transportation, LLC two days in advance of any student cancellations to avoid trip charges.

SECTION IV – TERMS AND CONDITIONS

The Contractor shall have the option to terminate the contract upon written notice to the authorized representative of the School Board. Such notice must be received at least 90 days prior to the effective date of termination. The School Board shall have the option to terminate the contract without cause upon written notice to the authorized representative of the Contractor. Such notice must be received at least 30 days prior to the effective date of termination, and the Contractor shall only be entitled to compensation up to the date of termination. The Contractor shall not be entitled to lost profits.

Early termination of the contract by the Contractor may prohibit the Contractor from submitting proposals for a period of three years from the date of termination of the contract. The School Board shall establish the termination date of the contract for use thereof.

There shall be no assignment of the contract or compensation to be derived there from by the Contractor.

Included in this Contract are the terms and conditions as negotiated, with the Contractor, which are incorporated by reference herein and made a part hereof.

SECTION V - INSURANCE

Insurance will be required and the School Board of Palm Beach County shall be named as additional insured. Proof of the following insurance will be required to be furnished by the Contractor to the School Board of Palm Beach County by Certificate of Insurance.

Original copies of Certificates of Insurance meeting the specific required provision specified within this contract shall be forwarded to the School District's Purchasing Department, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the School Board of Palm Beach County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

The awarded bidders shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department.

1. **WORKERS' COMPENSATION:** Bidder(s) must comply with Chapter 440, Florida Statutes, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.
2. **COMMERCIAL GENERAL LIABILITY:** Awarded bidders shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this Contract. It must be an occurrence form policy. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

3. **BUSINESS AUTOMOBILE LIABILITY:** Awarded bidders shall procure and maintain, for the life of the contract, Business Automobile Liability Insurance. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy. The insurance must be an occurrence form policy.

SECTION VI – FUNDING OUT, TERMINATION, CANCELLATION

Florida School Laws prohibit the School Board or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements. It is necessary that fiscal funding out provisions be included in all contracts in which the terms are for periods of longer than one year.

Therefore, the following funding out provision is an integral part of this contract and must be agreed to by the Contractor:

The School Board or its designee may, during the contract period, terminate or discontinue the items covered in this bid for lack of appropriated funds upon terms and conditions set forth in Section IV, Terms and Conditions.

Such prior written notice will state:

- A. That the lack of appropriated funds is the reason for termination, and
- B. Agreement not to replace the contractor being terminated with another contractor providing the same services similar to those performed covered in this contract from another vendor in the succeeding funding period.

This written notification will thereafter release the School Board of all further obligations in any way related to such services covered herein.

SECTION VII - AMENDMENT

This contract shall only be amended or modified in writing executed by both parties.

SECTION VIII – STRICT PERFORMANCE

The failure of either party to insist on strict performance of any covenant or conditions herein shall not be construed as a waiver of such covenants or conditions for any instance.

This Contract shall be construed in accordance with the laws of the State of Florida. If any litigation shall result from this Contract, venue shall lie in Palm Beach County, Florida.

This Contract shall not be construed against the party who drafted the same as both parties have had experts of their choosing review the same.

This Contract is binding on the parties hereto, their heirs, successor and/or assigns.

SECTION IX - INDEMNIFICATION

The Contractor agrees to protect, defend, reimburse, indemnify and hold the School Board, its agents, employees and elected officials free and harmless at all times from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatever kind or nature whether arising during or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of the Contractor or anyone acting under its direction or control, or on its behalf in connection with or incident to the performance of this contract. The Contractor's aforesaid indemnity and hold harmless obligations, or portions of applications thereof, shall apply to the fullest extent permitted by law, but in no event shall they apply to damages caused by the sole negligence or willful misconduct of the School Board, its elected officials, employees and authorized agents. The Contractor represents that it has received adequate consideration from the School Board for the indemnification herein provided. This representation shall survive the contract or payment to the Contractor.

The School Board recognizes its respective liability for certain tortious acts of its agents, officers, employees and invites to the extent and limits provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver as Sovereign Immunity; provided, however, that this provision shall not be construed as a waiver of any right or defense that the School Board has under said statute.

SECTION X

Should either party breach this Contract, the non-breaching party shall be entitled to all remedies as provided by law and equity.

In witness whereof, this contract has been executed on the day and year first above written

PALM BEACH METRO TRANSPORTATION, LLC

**THE SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA**

BY: _____

Printed Name: _____

Title: _____

Date: _____

BY: _____

Thomas E. Lynch, Chairman

Date

Attest: _____
Arthur C. Johnson, Ph.D., Superintendent

Reviewed and Approved for Form and Legal
Sufficiency:

DATE: 5/22/06

BY: 
Attorney

CONTRACTED RATE SCHEDULE

Item No.	Description of Services	Less than 10 miles per trip	10 – 20 miles per trip	Over 20 miles per trip
1	Ambulatory Services			
	a. Charge per trip, per student, to transport students requiring ambulatory services with an assistant, as specified by the student's IEP or specialized plan.	\$ _____	\$ _____	\$ _____
	b. Charge per trip, per student, to transport students requiring ambulatory services without an assistant.	\$ _____	\$ _____	\$ _____
2	Stairchair Services			
	a. Charge per trip, per student, to transport students requiring stairchair services with an assistant, as specified by the student's IEP or specialized plan.	\$ _____	\$ _____	\$ _____
	b. Charge per trip, per student, to transport students requiring stairchair services without an assistant.	\$ _____	\$ _____	\$ _____

Contractor: _____

CONTRACTED RATE SCHEDULE

Item No.	Description of Services	Less than 10 miles per trip	10 – 20 miles per trip	Over 20 miles per trip
3	Stretcher Services			
	a. Charge per trip, per student, to transport students requiring stretcher services with an assistant, as specified by the student's IEP or specialized plan.	\$ _____	\$ _____	\$ _____
	b. Charge per trip, per student, to transport students requiring stretcher services without an assistant.	\$ _____	\$ _____	\$ _____

4	Wheelchair Services			
	a. Charge per trip, per student, to transport students requiring wheelchair services with an assistant, as specified by the student's IEP or specialized plan.	\$ _____	\$ _____	\$ _____
	b. Charge per trip, per student, to transport students requiring wheelchair services without an assistant.	\$ _____	\$ _____	\$ _____

Contractor: _____

CONTRACTED RATE SCHEDULE

Wait-time Cost Break Down applicable to A.M. and/or P.M. pickups deliveries

- After First 15 minutes \$ _____
- 30 minutes \$ _____
- 45 minutes \$ _____
- 60 minutes \$ _____

Taxi Cab Service – This service is based upon an as-needed flex schedule basis to include weekends and after-school hours. **The District requires this type of service shall not be a subcontracted service.**

Will contractor provide ___ yes ___ no

Rate for Palm Beach County \$0.00 per mile/meter rate.

Variances: _____

Contractor: _____



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Transportation Request for Special Needs Student

Allow up to ten business days after receipt by the Transportation Department for the processing of this request.

PROGRAMS (check all that apply)

Teen Parent 504 Exceptional Student Education (ESE)

ESE Prekindergarten: A.M. P.M. Full Day (circle) M T W T H F

Alternative Education Other: _____

If any ESE is checked a copy of page 3 of the IEP, PBS0 0659, and copy of A03. demographics screen must accompany this request.

STUDENT INFORMATION

STUDENT (last, first, middle)		STUDENT NUMBER	AGE	GRADE
STUDENT HOME ADDRESS (street/apt no., city, state, zip code)				
AM ADDRESS IF DIFFERENT FROM HOME ADDRESS				
(city)	(state)	(zip code)	AM TELEPHONE NUMBER () -	
PM ADDRESS IF DIFFERENT FROM HOME ADDRESS				
(city)	(state)	(zip code)	PM TELEPHONE NUMBER () -	
HOME SCHOOL		ASSIGNED SCHOOL		

PARENT INFORMATION

NAME OF PARENT/LEGAL GUARDIAN (last, first)	WORK TELEPHONE NUMBER () -	PAGER/MOBILE NUMBER () -
NAME OF PARENT/LEGAL GUARDIAN (last, first)	WORK TELEPHONE NUMBER () -	PAGER/MOBILE NUMBER () -

EMERGENCY INFORMATION

1) EMERGENCY CONTACT NAME	RELATIONSHIP	TELEPHONE NUMBER () -
2) EMERGENCY CONTACT NAME	RELATIONSHIP	TELEPHONE NUMBER () -

CONDITIONS - The following conditions apply to the student (check all that apply)

- | | | | | |
|---|---|---|---|---|
| <input type="checkbox"/> deaf / hard of hearing | <input type="checkbox"/> poor vision / blind | <input type="checkbox"/> emotional problems | <input type="checkbox"/> drools excessively | <input type="checkbox"/> obscene language |
| <input type="checkbox"/> compulsive talking | <input type="checkbox"/> balance / walking problems | <input type="checkbox"/> doesn't understand directions | <input type="checkbox"/> hits / hurts self | <input type="checkbox"/> spits |
| <input type="checkbox"/> speech difficulty | <input type="checkbox"/> brittle bones | <input type="checkbox"/> poor social interaction skills | <input type="checkbox"/> throws objects | <input type="checkbox"/> other |
| <input type="checkbox"/> unable to talk | <input type="checkbox"/> difficulty with change | <input type="checkbox"/> rocks / twirls | <input type="checkbox"/> swears | |

DISABILITIES - The following disabilities apply to the student (check all that apply)

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Educable Mentally Handicapped (EMH) | <input type="checkbox"/> Specific Learning Disabled (SLD) | <input type="checkbox"/> Traumatic Brain Injured (TBI) | <input type="checkbox"/> Blind |
| <input type="checkbox"/> Trainable Mentally Handicapped (TMH) | <input type="checkbox"/> Dual Sensory Impaired (DSI) | <input type="checkbox"/> Other Health Impaired (OHI) | <input type="checkbox"/> Visually Impaired (VI) |
| <input type="checkbox"/> Profoundly Mentally Handicapped (PMH) | <input type="checkbox"/> Emotionally Handicapped (EH) | <input type="checkbox"/> Autistic (AUT) | <input type="checkbox"/> Other |
| <input type="checkbox"/> Orthopedically Impaired (OI) | <input type="checkbox"/> Severely Emotionally Disturbed (SED) | <input type="checkbox"/> Speech Impaired (SI) | |
| <input type="checkbox"/> Deaf or Hard of Hearing (D/HH) | <input type="checkbox"/> Developmentally Delayed (DD) | <input type="checkbox"/> Language Impaired (LI) | |

EQUIPMENT - Specialized equipment to be transported

- Wheelchair: manual motorized Lap tray Computer Walker / crutches / cane Augmentative device Medical equipment

PRESCHOOL CHILD SAFETY RESTRAINT SYSTEM (CSRS)

Note specific needs: _____

Weight _____ Date weighed ____ / ____ / ____ Size: chest _____ waist _____ Date measured ____ / ____ / ____

K-12 SAFETY RESTRAINT SYSTEM OR SAFETY EQUIPMENT (as per the Individual Education Plan, IEP)

Size: chest _____ waist _____ Date measured ____ / ____ / ____ Note specific needs _____

REQUEST COMPLETED BY	TITLE	TELEPHONE	DATE / /	PREFERRED START DATE / /
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DO NOT WRITE BELOW - TO BE COMPLETED BY TRANSPORTATION DEPARTMENT				
AM BUS CODE	TIME	AM STOP LOCATION	COMPOUND <input type="checkbox"/> Ctr <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W <input type="checkbox"/> R	START DATE / /
PM BUS CODE	TIME	PM STOP LOCATION		

SIGNATURE OF TRANSPORTATION COORDINATOR _____

DATE

STUDENT (last, first)

ASSIGNED SCHOOL

MEDICAL CONSIDERATIONS

- Seizures Allergies Sensitivities Brittle bones Diabetic Shunt: left right
- Other Medical Condition (specify) _____

Medications taken by the student. This information is necessary in the event of emergency. (include special instructions)

Medical equipment that will accompany student:

- Oxygen Respirator Tracheotomy tubes Other: _____
- Student requires continuous supervision
- Student needs emergency protocol (attach emergency procedures)
- A nurse or specially trained medical attendant will accompany student
- Transportation personnel will need specialized training from school/district personnel or the parent/guardian for meeting the student's individual needs (arrangements) _____

Explain the specific knowledge and care that is needed while student is in transport

Define student's level of ability to participate in an emergency evacuation

BEHAVIORAL CONSIDERATIONS

- Bus behavior plan (attach to this request)
- Consider shortest ride possible

Possible behavioral difficulties that the student may display include but are not limited to (describe)

SEATING, TEMPERATURE, ASSISTANCE AND DISTANCE CONSIDERATIONS

- Climate control/air conditioning (A physician's statement of the medical condition and student's needs must accompany this request. A school nurse should be part of the decision making for these items.)
- Seat near front of bus Oxygen tank securement Lap tray storage Tinted windows Other _____

Wheelchair transport needs:

- Head/neck support system must be in place
- Tilt 'n space during transport (minimal tilt only allowed)
- Remove aggressive positioning device(s) for transportation (Occupational Therapist (OT) / Physical Therapist (PT) advisement is necessary)

Specifics of student's mobility and transport area. Caretaker must be present at pick-up/drop-off stop

- Student needs assistance walking up/down the bus steps
- Student transfers to a bus seat. (OT/PT personnel may need to assist with training.)
- Student cannot walk to/from an established bus stop. (explain) _____
- Student requires curb to curb service
- Student requires door-to-door service
- Student requires an attendant on the bus
- Student requires one-on-one attendant on bus, as per Individual Education Plan (IEP)
- Alternative to a bus is recommended (specify) _____

COMMUNICATION NEEDS

Student communicates through an alternative means (describe) _____

Special instructions for interacting with student (describe) _____

DIRECTIONS FOR USE

This form is used to document information that is necessary for the transportation department to route, schedule, and provide for the special needs of students. It may be used anytime there is a change in the student's residence, special program, IEP, 504 Plan, and/or specific needs. A copy of page 3 of the Individual Education Plan (IEP), PBSB 0659, must accompany this request

This is a two-page form. Page One contains sufficient data to accommodate most students. Use Page Two as necessary. FAX completed information to the respective transportation compound. Allow up to ten (10) business days for processing.

Parent/ caretaker is responsible for the supervision of the student at the assigned bus stop, childcare center, curb, or home stop. Notify the Department whenever the student's medical, home, and/or behavioral conditions change.

PAGE ONE Must be completed before the request can be processed

PROGRAMS - In the upper right hand corner check the program(s) in which the student is enrolled.

STUDENT INFORMATION - Complete all of the demographic data on the form.

CONDITIONS - Check all the conditions that apply to the student.

DISABILITIES - Check one or more applicable disability categories that may apply to the student.

SPECIALIZED EQUIPMENT - Place a check mark next to any specialized equipment to be transported.

PRESCHOOL CHILD SAFETY RESTRAINT - Child Safety Restraint Systems (CSRS): Preschool students (less than kindergarten age and weigh 50 pounds or less) are required to use a child safety restraint system. This is a device designed for use in a motor vehicle to restrain, seat, or position a child who weighs less than 50 pounds, as per federal and state guidelines. Options might include a car seat, an approved safety vest, or an integrated child restraint school bus seat, which is a school bus seat that has an integrated seat within the bus bench seat, and is equipped with child restraint anchorage. All child safety restraint equipment is provided by the school district to ensure compliance with state and national safety standards. It is important to weigh and measure students periodically, to ensure correct size and fit as the child grows. Consult with your school's Occupational or Physical Therapist if you have concerns about CSRS.

K-12 SAFETY RESTRAINT SYSTEM OR SAFETY EQUIPMENT - Complete this section if an IEP team or other meeting with the parent determined that the child needs a safety vest or other equipment which will keep the student seated and safe while riding on the bus.

REQUEST COMPLETED BY - Write your name, title, telephone number, date form was completed and preferred start date.

PAGE TWO Contact the Transportation Department for advisement when a student has very specialized needs

MEDICAL CONDITIONS - Check as many medical considerations as applicable and specify in writing any information that will help to ensure the medical safety needs of the student while in transport. Transportation Department officials will work closely with school and district personnel on any necessary specialized arrangements and/or services for the student. A school nurse and/or other medical consultant should advise school district personnel regarding transport of the student. Information about the student such as signs/symptoms of medical distress, a bus emergency evacuation plan, and a "back up" plan for the absence of a nurse, specially trained aide, or one-on-one attendant should be in place prior to transport of a medically complex student.

BEHAVIORAL CONSIDERATIONS - Check and complete the behavioral considerations section. When appropriate, provide a written description of the student's behaviors. If a bus behavior plan is to be implemented, bus personnel must be apprised of its use prior to the first day of student transport. Parents or the school must supply any rewards.

SEATING, TEMPERATURE, ASSISTANCE AND DISTANCE CONSIDERATIONS - Check all areas that apply for seating, temperature control environment, assistance, and distance considerations for students.

COMMUNICATION NEEDS - Describe the communication needs of the student.

DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their contract certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

COMPANY NAME

CONTRACTOR'S SIGNATURE

Must be executed and returned with attached contract.

PBSD 0580 New 3/91

Project: **TRANSPORTATION OF SPECIAL NEED/DISABLED STUDENTS**

Corporation Name: _____ Tax FEIN Number: _____

BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT

STATE OF _____ COUNTY OF _____

Before me, the undersigned authority, personally appeared, _____, ("Corporate Representative") this _____ day of _____, 200____, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

- 1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.
- 2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

Name	Address	Percentage

B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

Name	Address	Percentage

C. Stock held for others and for whom held:

Name	Address	Percentage
For Whom Held		
For Whom Held		
For Whom Held		

CORPORATE REPRESENTATIVE

By: _____

SWORN TO and subscribed before me this _____ day of _____, 200____, by _____. Such person(s). (Notary Public must check applicable box):

[] is/are personally known to me. [] produced a current driver license(s). [] produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public
(Print, Type or Stamp Name of Notary Public)

ADDENDUM, Concerning Student Information, to the Contract
("the Contract") dated _____, between The School Board of Palm Beach and
_____ [vendor/partner].

Pursuant to School Board Policy 5.50, receipt of which is acknowledged by the vendor's/partner's signature below, the School Board hereby designates _____ [vendor/partner] ("the Party") as an "other school official" for purposes of receiving limited personally-identifiable student information under FLA. STAT. § 1002.22(3)(d)2 because the School Board recognizes the Party has legitimate educational interests in receiving this information in order to carry out the Party's responsibilities for the school or Board under the Contract. (All other terms of the Contract remain the same.)

As a condition precedent to receiving confidential student information, the Party warrants and agrees that the Party:

- will limit the use of, or access to, confidential student information to the limited scope of information actually needed to complete the services under contract. The Board has determined that the Party has a legitimate educational interest in receiving only the following fields of student data [*for example: name, grade-level, school attending, etc.; add more spaces as necessary to cover the minimum scope of data actually deemed needed*]: _____, _____, _____, _____, _____; and
- will limit the access to student information to its employees and/or agents who actually have a legitimate educational interest in the information (i.e., they legitimately need to access the information in order to carry out their responsibilities under the Contract); and
- shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally-identifiable student information except for the legitimate purposes recognized under this Addendum, and shall require that all employees/agents accessing the data must be trained in, and sign an acknowledgement regarding, the confidentiality requirements; and
- will comply with the requirements of Fla. Admin. Code Rule 6A-1.0955(6)(g), that student information shall not be disclosed by the Party in any form to any party other than appropriate school officials or the Party's employees/agents to the extent allowed herein (even if the document is first redacted to remove personally-identifiable information), without the prior written consent of the adult student or the parent/guardian, as appropriate; and
- shall maintain any confidential student information in secure data processing facilities or in securely locked cabinets, and the Party shall monitor the security and safekeeping of the confidential data; and
- will dispose of all information disclosed to it by the School Board (and any copies thereof), after the purpose for which the information is disclosed has been served, or five years after the receipt of the information (whichever is sooner), by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes, or physically destroyed.

The parties acknowledge that the terms contained in this Addendum supersede any inconsistent terms in the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum:

[*Legal name of the Party*]

The School Board of Palm Beach County

By: _____
[*person having authority to enter legally-binding agreements on behalf of the Party*]

By: _____

Date: _____

Date: _____

Exhibit