

**SKIDMORE-TYNAN ISD**

**AGREEMENT FOR FURNISHING  
STUDENT TRANSPORTATION SERVICES**

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**STUDENT TRANSPORTATION SERVICES**

This Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2016, in the County of Bee, State of Texas, is by and between Skidmore-Tynan Independent School District hereinafter referred to as the “District”, and \_\_\_\_\_ hereinafter referred to as “Contractor”.

**WITNESSETH:**

The District and the Contractor, for the consideration stated herein, agree as follows:

**1.0 SCOPE OF AGREEMENT:**

The Contractor shall operate and maintain all equipment necessary for the transportation of students to and from schools maintained by the District and on other District approved trips, including the use of said equipment during a District declared emergency.

**2.0 AGREEMENT DOCUMENTS:**

The Agreement documents shall include all service proposals, proposal forms, qualification information, insurance certificates, this Agreement and amendments thereto, by this reference incorporated herein. In the event there is a conflict between the provisions of this Agreement and the service proposals, proposal forms, qualification information, and/or insurance certificates, the provisions of the Agreement shall prevail.

**3.0 TERM OF AGREEMENT:**

The initial term of this Agreement shall be from \_\_\_\_\_, 2016 through \_\_\_\_\_, 201\_. At the sole option of the District, this Agreement can be renewed for five (5) additional 1-year terms. In order to exercise the option term, the District must notify the Contractor not less than 60 days before the end of the then-current term.

**4.0 TIMELINE SCHEDULE:**

The Contractor, within Thirty (30) days after execution of the Agreement by both parties, shall furnish the District with a schedule acceptable to the District detailing the following:

- a. Acquisition and replacement of necessary equipment.
- b. Acquisition of facilities.
- c. Hiring of supervisory personnel.
- d. Hiring of maintenance personnel.
- e. Hiring and training of drivers.
- f. Driver route orientation.

Items (b) through (e) must be accomplished at least two (2) weeks prior to the first day of school. Time shall be of the essence in the performance of this Agreement.

**5.0 EQUIPMENT STANDARDS:**

Equipment and services covered by this Agreement must comply with all applicable laws, ordinances and other legal requirements, including (among others) federal and state minimum standards governing school transportation vehicles.

**6.0 INSURANCE AND HOLD HARMLESS REQUIREMENTS:**

6.1 During the term of this Agreement, Contractor shall carry a Comprehensive General Liability and Automobile Insurance Policy, including products/completed operations, personal injury, broad form property damage, blanket contractual owned, non-owned and hired automobile liability coverage, with the limits shown below. The District and its Trustees, officers, agents and employees shall be included on said policy as additional insured. Contractor shall provide the District with certificates of insurance indicating such coverage prior to beginning of any activities under this Agreement. The certificates shall include assurance that the District shall be notified in writing by the insurance company of any cancellations not less than sixty (60) days prior to the effective date of such changes.

<b>GENERAL LIABILITY:</b>	<b>Limits</b>
A. Commercial General Liability	
1. General Aggregate	\$ 2,000,000
2. Products-Completed Operations Aggregate	\$ 2,000,000
3. Personal and Advertising Injury	\$ 1,000,000
4. Each Occurrence	\$ 1,000,000
5. Fire Damage (any one fire)	\$ 100,000

<b>AUTOMOBILE LIABILITY:</b>	<b>Limits</b>
A. Commercial Auto Liability	\$ 1,000,000
Any Auto (includes all owned, scheduled, hired and non-owned autos.)	
B. Garage Liability	\$ 1,000,000

<b>EXCESS LIABILITY:</b>	<b>Limits</b>
Umbrella Form	
1. Each Occurrence	\$ 4,000,000
2. Aggregate	\$ 4,000,000

6.2 The Contractor shall provide, during the life of this Agreement; workers' compensation insurance, including employer's liability coverage, in the amount required by Texas state law for all employees engaged in work under this Agreement, as indicated below, and, in case any of its work is sublet, the Contractor shall require the subcontractor to provide worker compensation

insurance for all the latter's employees, evidence of which shall be filed with the District prior to any subcontractor performing work hereunder. The Contractor shall file with the District certificates evidencing such insurance.

Workers' Compensation:	Statutory
Employer's Liability: Each Accident	\$ 1,000,000
Disease - Each Employee	\$ 1,000,000
Disease - Policy Limit	\$ 1,000,000

**6.3 TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ITS PAST, PRESENT AND FUTURE TRUSTEES, OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS, ASSIGNS, INSURERS, REPRESENTATIVES, AND ATTORNEYS, ALL IN BOTH THEIR OFFICIAL AND IN THEIR INDIVIDUAL CAPACITIES ("INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES FOR INJURY OR DEATH OF ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR RESULTING FROM THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT CAUSED IN WHOLE OR IN PART BY ANY WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNITEES, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF ANY INJURY, DEATH, OR DAMAGE. HOWEVER, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT, OR LIABILITY WHERE THE INJURY, DEATH, OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY; PROVIDED THAT WHERE THE NEGLIGENCE OF THE INDEMNITEES IS A CONCURRING CAUSE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF THE INDEMNITEES AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH THE INDEMNITEES AND CONTRACTOR ARE ALL PARTIES. THE CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF INDEMNITEES AND IN THE NAME OF INDEMNITEES, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH INJURY, DEATH OR DAMAGE.**

**7.0 ASSIGNMENT OF AGREEMENT**

Contractor shall not assign, transfer or subcontract any of its rights, burdens, duties or obligations under this Agreement without prior written permission of the District.

**8.0 INDEPENDENT CONTRACTOR:**

Contractor is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District and Contractor or any of Contractor's agents, employees, or subcontractors. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents and employees, shall not be entitled to any right or privileges of District employees and shall not be considered in any manner to be District employees.

**9.0 TERMINATION**

This Agreement may be terminated by District at its option and without prejudice to any other remedy to which it may be entitled at law or in equity or elsewhere under this Agreement in accordance with this Article 9.

9.1 If the Contractor fails to provide transportation services as required by this Agreement, the District may immediately provide transportation services by any means necessary, including without limitation, contracting with or employing bus drivers and other personnel and using District buses and other equipment leased to the Contractor. If Contractor's failure to provide transportation services continues for a period of five (5) school days, the District may terminate this Agreement immediately by written notice to Contractor.

9.2. The District may terminate this Agreement if Contractor should for a period of ten (10) days after witten notice:

- .1 Refuse or fail to comply with any term or condition of the Agreement.
- .2 Refuse or fail to provide or perform any service required herein in a timely fashion.
- .3 Refuse or fail to provide the District with adequate equipment or properly trained personnel in such quantities as may be deemed necessary by District to provide transportation services as contracted for herein.
- .4 Refuse or fail to comply with federal and/or state laws, rules or regulations, or directives or instructions of the District.
- .5 Be adjudicated a voluntary or involuntary bankrupt.

- .6 Institute or suffer to be instituted any proceeding for a reorganization or rearrangement of its affairs.
  - .7 Make an assignment for the forfeit of creditors.
  - .8 Become insolvent or have a receiver of its assets or property appointed.
  - .9 Allow any money judgment against it to remain unsatisfied for a period of ninety (90) days or longer.
- 9.3 In the event of termination of this Agreement, Contractor shall, upon District's request, forthwith deliver to District the school buses leased by District to Contractor in good repair, giving due consideration to depreciation through normal use and obsolescence.

**10.0 AVAILABILITY OF FUNDS FOR SUBSEQUENT FISCAL PERIODS.**

Funds are not presently budgeted for performance under this Agreement beyond the end of the current fiscal year. The District shall have no liability for payment of money for performance under this Agreement after the end of any fiscal year until such funds are available and budgeted.

**11.0 FORCE MAJEURE:**

The parties to the Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to fire, explosion, act of God, civil disorder or disturbance, vandalism, war, riot, sabotage, weather and energy related closings, governmental rules or regulations, or like causes beyond the reasonable control of the party when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party.

**12.0 EQUIPMENT REQUIREMENTS**

12.1 The District will own all school buses used for the provision of services under this Agreement ("School Buses"). Contractor agrees to lease the District's School Buses for ONE AND NO/100 DOLLARS (\$1.00) per vehicle per year during the term of this Agreement. The School Buses leased by the District to the Contractor are described in Exhibit " \_ " attached.

12.2 The Contractor shall keep and maintain all School Buses in a safe, functional and clean operating condition at all times during the term of this Agreement at Contractor's sole expense. District may inspect School Buses at any time, with or without prior notice to Contractor.

12.3 During the first ninety (90) days of the first year of this Agreement, Contractor will evaluate the District's buses and prepare a comprehensive bus replacement plan for review by the District based on the bus fleet's age, capacity, mileage, maintenance history and general condition, and the District's capacity needs. The

Contractor shall annually, on the anniversary date of this Agreement submit a revised replacement plan to the District.

- 12.4 .1 In the event the state, or any other governmental entity having jurisdiction, mandates, by statute or regulation, any modification to school buses during the term of this Agreement, the cost (hereinafter called the “modification cost”), if any, of such modification shall be paid by the Contractor. Contractor shall be reimbursed by the District, if: (1) at least sixty (60) days prior to such modification, Contractor notifies District of (a) such mandate’s requirements, and the nature and extent of the necessary modification’s and (b) the cost to be incurred for such modification, and (2) District consents in writing to the modifications described. Should Contractor fail to obtain District’s consent as aforesaid, Contractor shall bear the expense of any modification without reimbursement from the District.
- .2 In the event the District consents to the modification as set forth above, Contractor will be reimbursed for the actual modification costs, or in the event such costs exceed the sum of such the District has been advised by the Contractor as set forth above, the sum to which the District has consented, upon completion of the modification.
- 12.5 Contractor shall provide two-way radio equipment on all school buses, including spares. Contractor shall monitor a radio base station in Contractor’s facility during all time periods that regular routes are operating.
- 12.6 Seat belts, car seats or harness restraints shall be provided for each special education passenger according to individual need as determined by the District or as required by state and/or federal law. Contractor and the District will coordinate their efforts through the Special Education Department of the District for consultation with the specific needs of any students with disabilities.
- 12.7 The Contractor shall keep standby bus equipment and qualified drivers available to assure that uninterrupted service can be provided in the event of mechanical breakdowns or driver absenteeism.
- 12.8 Equipment owned or leased by District and used by Contractor in the performance of Contractor’s services hereunder shall be used exclusively for providing services to District. Such equipment shall not be used for any other purpose without the consent of District, which consent may be withheld for any reason.

## **13.0 TRANSPORTAION FACILITIES**

- 13.1 The District owns a vehicle parking, maintenance and fueling facility (“Transportation Facility”). The District grants Contractor the nonexclusive right to use the Transportation Facility for the conduct of services required by this

Agreement for ONE AND NO/100 DOLLARS (\$1.00) per year during the term of this Agreement. Contractor shall not use the Transportation Facility for any purpose except the provision of services required by this Agreement without the prior written consent of the District, which consent may be denied for any reason.

- 13.2 Contractor shall establish within such Transportation Facility a maintenance operation, which is sufficiently equipped and staffed to perform preventative maintenance and repairs to buses operated by Contractor under the terms of this Agreement.
- 13.3 Contractor shall provide at the Transportation Facility accommodations for administrative staff assigned to transportation service provided for the District, including a training classroom and adequate telephone lines to insure prompt public access to information. Contractor shall staff the Transportation Facility during all times that students are being transported on regular routes, but no less than the hours of 7:00 AM to 5:00 PM on all days that the District offices are open for business.
- 13.4
  - .1 District shall have the duty to make extraordinary repairs to the Transportation Facility, the building, the improvements, and equipment installed at the Transportation Facility made necessary other than by Contractor's failure to perform regular maintenance and repairs to the Transportation Facility, building improvements and equipment as set forth below.
  - .2 Contractor shall throughout the term of this Agreement maintain the building, the improvements, and equipment constituting the Transportation Facility in good repair and keep them free from waste or nuisance, and shall surrender the premises to the District in as clean and sanitary a condition at the termination of this Agreement and in as good a state of repair and condition as now existing, reasonable wear and tear and damage by fire, tornado, or other casualty excepted.
  - .3 Contractor shall not create any openings in the roof or exterior walls, nor make any alteration, additions, or improvements to the Transportation Facility without prior written consent from the District. Contractor shall have the right at all times to erect or install shelves, bins, machinery, air conditioning and heating equipment, and trade fixtures, provided that the Contractor shall comply with all applicable governmental laws, ordinances, and regulations. Contractor shall have the right to remove at the termination of this Agreement such items so installed, provided the Contractor is not in default; however, the Contractor shall, prior to the termination of this Agreement, repair any damage caused by such removal.



- .4 All alterations, additions, or improvement made by the Contractor not removed prior to termination of this Agreement or the extension hereof shall become the property of the District at the termination of this Agreement; however, the Contractor shall promptly remove, if the District so elects, all alteration, additions, and improvement, and any other property placed in the premises by the Contractor and the Contractor shall repair any damage caused by such removal, at the Contractor's cost.
  - .5 Contractor shall have no right to erect signs on any portion of the Transportation Facility without the prior consent, in writing, from the District. Contractor shall remove all signs installed by it at the termination of this Agreement, and shall repair any damage caused by such removal
  - .6 Contractor shall pay all charges for electricity and telephone service used in and about the Transportation Facility, all such charges to be paid by the Contractor to the utility company or municipality furnishing the same, before the same shall become delinquent.
- 13.5 .1 During the term of this Agreement, the Contractor shall maintain, operate and if necessary, repair underground and above-ground storage tanks used by the Contractor at the Transportation Facility pursuant to all applicable federal laws and state laws and regulations now in existence and to become effective during the term of the Agreement. The Contractor shall at all times take such actions as shall be necessary for the District to quality for reimbursement caused by spills or leaks in connection with said above-ground fuel storage tanks.
- .2 In connection with Contractor's use of such underground and above-ground fuel storage tanks, the Contractor shall be responsible for all damages caused by spills of fuel and oils during filling of tanks and fueling of buses and vehicles; provided, the Contractor shall have no responsibility or liability to the District for spillage or leaks from the existing underground storage tanks.
- 13.6 Contractor agrees to indemnify the District and hold the District harmless from and against any and all loss, damage, and expenses and from all claims, demands, actions, and causes of action, including the District's reasonable attorney's fees incurred in the defense of any such claim or action, arising out of or in any manner related to the filling of fuel storage tanks and the disposal of any fuels, oils, or other materials by the Contractor, it's employees, agents, or any person or entities under the Contractor's supervision, direction, employ, or control including without limitation the Contractor's willful or negligent acts in such filling, use, or disposal, provided the Contractor shall have no responsibility or liability to the District for spillage or leaks from the existing underground storage tanks or the condition of the underground fuel storage tanks. "Disposal" as used above shall include fueling of buses and vehicles.

#### **14.0 CONTRACTOR'S PERSONNEL:**

- 14.1 Contractor shall require its drivers to be certified by the Texas Education Agency ("TEA") and in accordance with the standards and qualification promulgated jointly by the TEA and the Texas Department of Public Safety as required by law. All drivers employed by the Contractor to provide service to the District must have and maintain on their person all documentation required by federal and/or state law or regulation. District shall have the right on a continuing basis and in its sole discretion to reject any driver employed by Contractor. However, the District shall not control the means or methods of the Contractor and shall not have the power to nominate or direct the identity of the drivers employed by Contractor.
- 14.2 Drivers employed by the previous contractor immediately prior to the start of this Agreement shall be given preference in filling similar positions with the Contractor; provided, that their qualifications are consistent with the Contractor's standards.
- 14.3 Each school bus driver employed by the Contractor to provide service to the District shall be in good health. Physical examinations shall be required every year or more often as required by law.
- 14.4 Contractor recognizes that driver and other persons who have contact with the students must be of stable personality and high moral character. Contractor shall assure that all Contractors' personnel meet these qualifications. Contractor shall not allow any person to drive a school bus who is mentally or emotionally unstable. The use of drugs, alcohol, and tobacco, (including smokeless) while driving a school bus is prohibited. Firearms, knives, and other weapons are prohibited on school buses.
- 14.5 All drivers shall be well groomed at all times and shall wear a Contractor provided uniform shirt or windbreaker and an identification badge. Contractor shall require all drivers to have in their possession an updated route sheet, area map and timepiece while on duty so that the driver can maintain established time schedules.
- 14.6 Driver shall be permanently assigned to the same bus route whenever possible.
- 14.7 Contractor shall develop and implement a pre-employment screening program for all candidates for employment. The screening program shall be designed to assist the Contractor in determining qualifications and suitability of candidates for assignment to school bus transportation services.
- 14.8 Contractor shall establish a safety program for all drivers employed by Contractor. The program shall consist of at least ten (10) sessions per year with

one (1) hour of training per session. Drivers must attend at least seventy-five percent (75%) of the sessions offered to be allowed to operate routes on District service. Contractor shall maintain records to document attendance.

14.9 Contractor shall conduct its training for new hire drivers in complete conformity with federal and state requirements. Records to document such training shall at all times be available for District inspection.

14.10 Contractor shall pay all state and federal taxes due for or by virtue of the employment of its employees, including, but not limited to, FICA taxes, income tax withholding and unemployment taxes.

**15.0 DRY RUNS:**

At Contractor's cost, a dry run day will be conducted by the Contractor prior to opening of school each year during the term of this Agreement. All routes will be run as though it were the first day of school.

**16.0 ADMINISTRATION AND SUPERVISION:**

Contractor shall maintain staff as required for effective management and supervision of the transportation service provided to the District under this Agreement. The District Operations Manager and Dispatcher shall not drive school buses except in the case of emergency. Contractor shall prepare and complete all state reports in a timely fashion and provide them to the District in a timely manner.

**17.0 ROUTING AND SCHEDULING:**

The Contractor shall arrange bus routes and schedules to meet the various school schedules, including, when necessary, more than one starting and dismissal time. Such routes and schedules shall provide for modified school days and differentiated calendars adopted by the various schools serving students being transported under this Agreement. If, at any time during the term of this Agreement it is determined that services may be improved by revisions to routing, reschedules or bus assignment, the District shall notify the Contractor who shall plan and institute such changes. Contractor shall change routes or drivers and increase or decrease bus capacities or services necessitated by facility, program, or population changes at the request of District. Any such revisions shall be deemed to be within the scope of this Agreement. All routes, schedules, and bus stops must be approved by the District and shall not be revised without prior written authorization by the District. Students are to be delivered to the school not more than thirty (30) minutes prior to class or program starting time, and school buses are to be immediately available to students at dismissal time. Except as approved by the District, the maximum time any student may be in transit one way shall not exceed one and one half (1 ½) hours.

**18.0 UNSCHEDULED CLOSING OF SCHOOLS:**

The District shall not be obligated to pay for any services hereunder on those days when the schools and classes of the District are closed to ensure the health and safety of students, or for any other lawful reason.

**19.0 ACCIDENT REPORTS:**

A preliminary report of all accidents or incidents involving the Contractor's equipment or personnel or students being transported shall be made to the District within thirty (30) minutes from the time of occurrence, which shall include general information regarding injuries or property damage and names and school of attendance of any students involved. Comprehensive written follow-up reports shall be made as soon as practicable thereafter until all the pertinent facts have been reported to the District.

**20.0 DISCIPLINE ON THE SCHOOL BUS:**

The school bus driver is responsible for rider discipline on the school bus as specified by law and District policy. The Contractor and the District shall jointly develop a disciplinary policy to provide guidance to driver in this critical area. The Contractor shall insure that its driver training includes sufficient instruction regarding such policy.

**21.0 FIELD TRIPS AND OTHER SCHOOL SPONSORED ACTIVITIES:**

Contractor agrees to provide transportation service for field trips as may be authorized by the District. The District will work with the Contractor to provide the maximum possible advance notice for upcoming field trip requirements. Field trip costs will be billed at the agreed Extra-Curricular contract price.

**22.0 CANCELLATION OF SCHEDULED FIELD TRIPS:**

The District shall have the option to cancel any scheduled field trip upon District notification to Contractor at least two (2) hours prior to the time of the first scheduled pickup. If canceled after that time, the District shall be liable for a two (2) hours minimum charge.

**23.0 FUEL:**

The District shall purchase all fuel for use by the Contractor in providing transportation service required by this Agreement.

**24.0 SECURITY AND SAFETY:**

Contractor shall instruct driver regarding the rules and regulations applicable to safe driving on school grounds and the supervision necessary to ensure the safe loading and unloading of school buses, and shall ensure that Contractor's drivers exercise extreme caution at times when students are present.

**25.0 MAINTENANCE OF DISTRICT OWNED VEHICLES:**

At the District's option, the Contractor shall perform any needed repairs to District vehicles, other than the vehicles which are subject to this Agreement, at \_\_\_\_\_ AND \_\_\_/100 DOLLARS (\$\_\_\_\_\_) per hour plus Contractor's cost of parts.

**26.0 PAYMENT FOR SERVICE:**

Not later than the fifteenth (15<sup>th</sup>) day of the month following the month in which service is rendered, the Contractor shall submit invoices in electronic format with two printed copies in the form required by the District for all service under this Agreement at the

rates set forth in Exhibit “A” attached hereto and incorporated herein for all purposes. If these invoices are submitted timely and are in order, District will pay the amount invoiced by the end of the month in which received.

**27.0 ADJUSTMENT OF RATES:**

The daily and hourly school bus rates set forth in Exhibit “A” attached hereto shall be increased once each year on each anniversary date of this Agreement based on the U.S. Department of Labor, Consumer Price Index for All Urban Consumers, (the “CPI-U”) All Items, un-adjusted twelve (12) months ended May of the previous year; provided, however, that the rates chargeable by the Contractor shall in no event be increased greater than five percent (5%) per year of this contract. The Contractor’s proposal for a rate adjustment shall be submitted no later than July 1 of each year, shall contain a copy of the CPI-U, and, upon approval by the District, be attached as an amendment to the Agreement.

**28.0 TIME OF ESSENCE:**

Time shall be of the essence in the performance of this Agreement and each party thereof.

**29.0 REQUIRED PROGRAMS:**

Contractor shall, at its expense conduct all programs required by law in a manner and on a schedule approved by District including: (a) a program to inform the public that public school students will be riding on the authority’s or company’s buses; (b) a program to educate the drivers of the buses to be used under the contract of the special needs and problems of public school students riding on the buses; and (c) a program to educate on bus riding safety and any special considerations arising from the use of the authority’s or company’s buses.

**30.0 REPORTS:**

Contractor shall timely prepare all reports regarding District’s transportation system requested by District including but not limited to the following:

- 30.1 Annual reports containing information required for state reimbursement of the District’s transportation costs. The Contractor shall pay the District the amount of any lost or reduced state revenue or penalty resulting from inaccuracy or errors in Contractor’s reports.
- 30.2 Monthly reports containing information concerning (a) fuel consumption, (b) fuel costs, (c) maintenance of School Buses, (d) number of students transported per route, (e) the mileage and extent of use for each School Bus, and (f) extracurricular active use.
- 30.3 Monthly performance reports containing information concerning (a) student loads (percentage of capacity), (b) on-time pickup and delivery of students, (c) distance from school requirements for ridership, (d) student walk distance from bus stops, (e) linear density, (f) cost per mile, and (g) route efficiency.

30.4 Annual route efficiency reports containing information concerning (a) total route mileage, (b) average ridership, (c) size of bus assigned to the routes (d) percentage of bus capacity, (e) linear density (f) costs compared to similarly situated school districts, and (g) recommendations for increased route efficiency.

**31.0 PERFORMANCE BOND:**

If District desires, the Contractor will furnish a performance bond. This bond to be issued by a reputable and sound insurance company authorized in the State of Texas. The District shall pay to Contractor the premium of said performance bond.

**32.0 WAIVER:**

The waiver of a breach of any provision of this Agreement by the District shall not constitute a waiver of any subsequent breach of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

**33.0 PERMITS AND LICENSES:**

The Contractor shall secure and maintain all necessary permits and licenses that are required by law for the execution of this Agreement.

**34.0 CONTRACTOR COMPLIANCE:**

Contractor shall comply with all applicable federal and state laws, rules and regulations and all District policies as they exist or may be amended. If any provision of this Agreement is contrary to any federal or state law, rule or regulation or District policy as it exists or may be amended, then the federal and/or state law, rule or regulation and/or District policy shall control.

**35.0 IDENTIFICATION OF SCHOOL BUSES:**

Contractor shall cause to be lettered on each school bus used for service hereunder the name of "Skidmore-Tynan Independent School District operated by \_\_\_\_\_" in such location and in such size and color as approved by the District.

**36.0 PLACE OF PERFORMANCE:**

This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Bee County, Texas.

**37.0 NOTICES:**

Any notice required by or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. The addresses of the parties are:

District:

Skydmore-Tynan Independent School District  
224 W. Main St  
Skidmore, Texas 78389

Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**38.0 NO THIRD PARTY BENEFICIARY:**

This Agreement inures to the benefit of and obligates only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it.

**39.0 NO WAIVER OF IMMUNITY:**

No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein. No provision of this Agreement is a consent to suit.

**40.0 SEVERABILITY PROVISIONS:**

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, (i) such provision shall be fully severable; (ii) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision has never been a part of this contract; and (iii) the remaining provision of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provisions or by its severance from the Agreement.

**41.0 ENTIRE AGREEMENT OF PARTIES:**

The complete Agreement as described in Paragraph 2 of this Agreement constitutes the entire Agreement of the parties. No other agreement, oral or written, pertaining to the performance under this Agreement exists between the parties. This Agreement can be modified only by an agreement in writing, signed by both parties.

**42.0 BACKGROUND CHECKS.**

The Contractor certifies that it has performed the background checks required by Texas Education Code 22.084 and that none of its employees that will be required to perform duties for the District per this Agreement have been convicted of an offense listed in Texas Education Code Chapter 22.085. Contractor further certifies that it will remove from performing duties for the District any employee that is convicted of a disqualifying offense during the performance of this Agreement.

*[Signatures on next page.]*



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

**FOR THE DISTRICT**

SKYDMORE-TYNAN INDEPENDENT  
SCHOOL DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FOR THE CONTRACTOR:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_