

**INTERLOCAL AGREEMENT FOR
STUDENT TRANSPORTATION ASSISTANCE**

This Agreement is made and entered into by and between the **Collierville Schools Board of Education** (“Provider”), a public school district, located at 146 College Street, Collierville, TN 38017 and **Arlington Community Schools, Bartlett City Schools, Lakeland School System, and the Germantown Municipal School District**, (the “Districts” or the “Boards”).

WITNESSETH:

WHEREAS, pursuant to Tennessee Code Annotated §7-51-908, the Parties are authorized to contract among themselves for matters concerning education; and

WHEREAS, the Parties are in need of Student Transportation services in order to serve their present and future needs; and

WHEREAS, the Collierville Schools Board of Education has a Student Transportation staff with sufficient qualifications to provide those services to the Board; and

WHEREAS, the Parties have agreed to enter into this Agreement to effect the purposes stated herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby confirmed, the Collierville Schools Board of Education (the “Provider”) and the Boards agree as follows:

1. Purpose – The purpose of this Agreement is to authorize the Provider to deliver Student Transportation services to the Districts in exchange for consideration under the following terms and conditions.
2. Designated Representatives – To implement this Agreement, each Party’s Director of Schools or their designee shall be that Party’s representative with regard to their respective Districts’ Student Transportation needs and all other matters pertaining to those services provided pursuant to this Agreement. Such designees, hereinafter collectively referred to as the “Directors,” shall serve as the point of contact for the Provider, the Provider’s Director, and all Student Transportation personnel concerning disputes regarding the terms of this Agreement or any services provided hereunder.
3. Services – The Provider shall cause its Student Transportation personnel (“Student Transportation Personnel”) to deliver the Student Transportation (the “Services”)

outlined on Attachment A to the Districts pursuant to applicable federal, state and local laws, codes, rules and regulations.

4. Third-Party Contract(s) – The Parties expressly acknowledge, and this Agreement contemplates, that Provider shall enter into a third-party contract for Student Transportation software (the “Software”) necessary for the delivery of the Services outlined on Attachment A. The Software shall be made accessible to the Districts subject to the terms and conditions stated on Attachment B. Each such third-party software contract shall be and is hereby incorporated herein by reference, and each of the Parties shall be bound by all terms, conditions, obligations, limitations and exclusions set forth therein as if a signatory thereto, including but not limited to any warranties, limitations on warranties, limitations of liability, intellectual property rights and restrictions, and termination provisions, provided that Provider shall not bind Parties to indemnification of a third party provider to an extent impermissible under Tennessee law. Such terms, conditions, obligations, limitations and exclusions shall apply to any claim by any District or Board against Provider concerning the subject matter hereof.

The Parties further acknowledge that each District shall independently contract with a third-party school transportation vendor (“Bus Vendor”) for the transportation of its pupils using vehicles provided by the Bus Vendor. While the Provider may, as outlined on Attachment A, schedule and coordinate routing for each District with the Bus Vendor and, for escalated issues and upon request, act in a limited capacity as a liaison between the Bus Vendor and the Districts, the Bus Vendor’s services shall be governed exclusively by the separate contracts between it and the Districts and the Provider shall not be responsible in any way for such services. Likewise, the Student Transportation Services to be provided under this Agreement shall not include the any of the services for which the Districts have separately contracted with the Bus Vendor, nor shall the terms and conditions of the contracts between the Bus Vendor and the Districts govern the instant Agreement in any respects.

5. Oversight – The Provider shall use its own facilities, equipment, personnel, and personnel policies in providing the Services under this Agreement. Student Transportation Personnel shall be considered employees of the Provider for all purposes and shall not be under the control or supervision of the Parties’ Boards or Directors of Schools.
6. Relationship Between the Parties – The relationship between the Boards and the Provider or the Provider’s Student Transportation Personnel shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement.

7. Consideration – In consideration for the Services listed in Attachment A, each District shall pay the Provider twenty percent (20%) of the cost of providing Student Transportation Services.

Extraordinary Expenditures – If the Provider determines that an expense/s outside of the “contract price” may be incurred, Provider shall provide the anticipated expense/s to the affected Districts prior to incurring the expense/s. If the affected District(s) believe that the expense/s are necessary, the expense/s shall be equally apportioned between the Provider and the affected District(s). Services beyond those listed in Attachment A will be outside the scope of this Agreement and must be agreed upon, in writing, by the Provider and the party(s) for whom the additional work will be performed prior to commencement of any such work.

8. Payment – The Provider shall invoice the Boards monthly, with the first payment being due July 1, 2017. All payments shall be remitted within thirty (30) calendar days to Collierville Schools, Attention: Chief Financial Officer, 146 College Street, Collierville, TN 38017.
9. Term – The term of this Agreement shall commence on July 1, 2017 and shall end on June 30, 2018.
10. Termination for Cause – If, through any cause, any Party shall breach a material term of this Agreement by failing to fulfill in a timely and proper manner its obligations under this Agreement or by violating any of the covenants, agreements, or stipulations of this Agreement, the non-breaching Party may terminate this Agreement. The non-breaching Party shall provide all Parties with written notice specifying the nature of the breach, and the breaching Party shall have thirty (30) days in which to cure the breach. Should the breaching Party fail to cure the breach, the non-breaching Party shall provide written notice of such failure to cure and such Agreement shall terminate as to that Party no earlier than fourteen (14) days after such notice. Termination by one Party, other than the Provider, pursuant to this paragraph, shall be effective only with regard to that Party; the Agreement shall continue under the same terms and conditions with respect to all other Parties. Except for circumstances beyond the Provider’s control which make the continued performance of this Agreement impossible or impracticable with respect to the non-breaching Districts, termination by the Provider pursuant to this paragraph shall be effective only with regard to the breaching District; the Agreement shall continue under the same terms and conditions with respect to all other Districts.
11. Access to Student Transportation Services – The Parties acknowledge that Student Transportation Services provided under this Agreement are equally available to all signatories hereto. The Provider agrees that Student Transportation Personnel

employed in furtherance of this Agreement shall use best efforts at all times to provide equal access to the Services.

12. Force Majeure – If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond any Party’s reasonable control (“*Force Majeure*”), and if the Party unable to carry out its obligations gives the other Parties prompt written notice of such event, then the obligations of the Party invoking this provision shall be suspended to the extent necessary by such event. The term *Force Majeure* shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a Party if committed, omitted, or caused by such Party, or its employees, officers, agents, or affiliates.
13. Liability – Each Party to this Agreement shall be solely responsible for its own actions and the actions of its employees and agents conducted pursuant to this Agreement. The Provider shall offer the Services to the Parties in an advisory role, and all decision-making authority remains entirely vested in the District. The Parties confer no agency or authority, either express or implied, on the Provider for which any third party may rely. To the extent permitted by Tennessee law, each party to this Agreement shall hold harmless the Provider, and its members, directors, agents and employees, including Provider’s Student Transportation Assistance Personnel, from any and all liabilities arising out of the rendition of services hereunder unless such liabilities arise from the willful and intentional acts of Provider or its members, directors, agents and employees.
14. Governing Law – This Agreement shall be exclusively governed by the laws of the State of Tennessee.
15. Notice – All notices required under this Agreement shall not be effective unless in writing and sent by certified mail to the following:
 - a) Notices to Collierville Schools Board of Education shall be sent to:

Attn: Superintendent
Collierville Schools
146 College Street,
Collierville, TN 38017

- b) Notices to Bartlett City Schools Board of Education shall be sent to:

Attn: Superintendent
Bartlett City Schools
5650 Woodlawn Drive
Bartlett, TN 38134

- c) Notices to Arlington Community Schools Board of Education shall be sent to:

Attn: Superintendent
Arlington Community Schools
5475 Airline Road
Arlington, TN 38002

- d) Notices to Lakeland School System Board of Education shall be sent to:

Attn: Superintendent
Lakeland School System
10001 Highway 70
Lakeland, TN 38002

- e) Notices to Germantown Municipal Schools District Board of Education shall be sent to:

Attn: Superintendent
Germantown Municipal Schools
6685 Poplar Ave., Suite 202
Germantown, TN 38138

- 16. Entire Agreement – This Agreement and any attachments included herewith at the time of execution of this Agreement contain the entire agreement between the Parties as to the subject matter herein, and no statements, promises, or inducements made by any party or agent of any party that is not contained in this written Agreement shall be valid or binding.

- 17. Modifications in Writing – This Agreement may not be amended, enlarged, modified or altered except in writing and signed by all affected Parties.

- 18. Assignment – The rights and obligations of this Agreement are not assignable.

19. No Consent to Breach – No consent or waiver, express or implied, by any Party to this Agreement to or of any breach or default by any other Party to this Agreement in the performance by such other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any Party to this Agreement to complain of any act or failure to act of any other Party to this Agreement, or to declare such Party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.
20. Severability – If any provision of this Agreement is held to be invalid, unlawful, or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such invalid, unlawful, or unenforceable provision had not been a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such invalid, unlawful, or unenforceable provision or by its severance therefrom.
21. Headings – The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.
22. Counterparts - This Agreement may be signed in multiple counterparts, each of which shall be an original, and shall be binding on the Parties hereto and their servants and assigns.
23. Effective Date – This Agreement shall not be binding upon the Parties until it has been properly approved by the Boards of Education of the respective parties and has been signed by the authorized representatives of the Parties. When it has been so approved and signed, this Agreement shall be effective as of July 1, 2017.


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IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives on the date and year hereof.

Collierville Schools Board of Education



Mark Hansen, Chairman



John Aiken, Superintendent

Arlington Community Schools Board of Education

Dale Viox, Chairman

Tammy Mason, Superintendent

Bartlett City Schools Board of Education

Jeff Norris, Chairman

David Stephens, Superintendent

Lakeland School System Board of Education

Kevin Floyd, Chairman

Ted Horrell, Superintendent

Germantown Municipal Schools Board of Education

Linda Fisher, Chairperson

Jason Manuel, Superintendent

ATTACHMENT A- SCOPE OF STUDENT TRANSPORTATION SERVICES

Student Transportation Services (the “Services”) pursuant to this Agreement shall include, but not be limited to, the following:

1. Assist and advise the Districts with regard to all matters relating to compliance with school transportation objectives, policies, and procedures of the Tennessee Department of Education and state and federal laws and regulations related to school transportation;
2. Assist and advise the Districts with regard to establishing goals and objectives for the Districts’ future student transportation needs;
3. Assist and advise the Directors on all administrative matters related to transportation and prepare reports and make presentations, as requested;
4. Encode policy, route students, assign stops, and schedule buses for the Districts using Transportation Software;
5. Coordinate transportation routing and schedule transportation services with Bus Vendor for each District to ensure safety and efficiency;
6. Recommend and coordinate route changes during the school year to ensure student loads are balanced and within legal limits and, upon approval of such changes by the Directors, communicate such changes to the Bus Vendor;
7. When the Bus Vendor is unable to resolve issues related to parent concerns regarding school bus stop placement, hardship waivers, and routing schedules, assist the Districts, as requested, on researching and resolving such escalated issues;
8. Respond to requests from the Directors or their designees to provide information related to transportation services;
9. Make recommendations and communicate with the Directors regarding routes for newly enrolled students, schedules, missed stops, bus/route changes and other updates;
10. Update computerized District maps for each District with information provided by the Planning Department;
11. Generate reports, maps, and route information using Transportation Software and disseminate to appropriate personnel in each District;
12. Assist Districts, as requested, and serve as a liaison between the Districts and the supplying Bus Vendor with regard to developing transportation budget proposals for the department of instruction, special education, and alternative services;

13. Make recommendations, as requested, with regard to opening and closing times for all schools to ensure efficiency of service;
14. Assist and advise Districts with regard to coordinating the placement of crossing guards for schools with law enforcement officials in each District, as requested;
15. Evaluate and make recommendations, as requested, with regard to planning and coordinating safest delivery patterns for students on each campus;
16. Make recommendations with regard to establishing Parent Responsibility Zones for each school to determine student eligibility for transportation services;
17. Consult with the Directors as requested to assist with, guide and/or coordinate training of the Districts' employees on Transportation Software;
18. Organize, prepare, and process State transportation reports, subject to review and approval of the Districts;
19. Assist Districts, as requested, with the administration of grant funds related to transportation and prepare any requisite reports related to same, subject to review and approval of the Districts; and
20. Any other such duties reasonably related to transportation services as assigned or requested by the Directors.

ATTACHMENT B – THIRD-PARTY CONTRACT(S)

The Inter-Local Agreement for Student Transportation Assistance contemplates that Provider shall enter into a third-party contract with Tyler Technologies, Inc. (the “Software Vendor”) for Routing & Planning software, e-Link software, and Onscreen (GPS) software (the “Software”), which Software is necessary for the delivery of the Services outlined on Attachment A. While the Provider shall be the exclusive licensee of such Software, reports, maps, routes, and other transportation reports generated by the Software will be made accessible to the Districts subject to the following terms and conditions:

1. Scope of Services to be Provided under Third-Party Contract – The Software Vendor shall provide all services and deliverables to the Provider as required, described, and detailed in the Software Vendor’s Statement of Work.
2. Consideration – Payment for the Districts’ access to the Software shall be made as follows:
 - a) Initial Software Costs – The Software Vendor’s initial costs for all necessary software components and licensing for deployment and implementation of the Software in the Provider’s District (“Initial Software Costs”) shall be included in the Provider’s Initial Student Transportation Budget and, accordingly, shall be apportioned among the Districts pursuant to Paragraph 9.d. of the Agreement.
 - b) Annual Software Costs – The Software Vendor’s annual costs associated with the licensing of and access to the Software (“Annual Software Costs”) shall be included in the Provider’s Annual Student Transportation Budget(s) and, accordingly, shall be apportioned among the Districts pursuant to Paragraph 9.d. of the Agreement.
3. Software Vendor Services Outside the Statement of Work – Software Vendor services beyond what is included in the Software Vendor’s Statement of Work are outside the scope of this Agreement and shall be the responsibility of the District for whom the additional services are requested (the “Requesting District”).
 - a) Any District in need of such additional services shall communicate such request to the Provider’s Transportation Personnel. Upon such notice, Transportation

Personnel will function as the Requesting District's point of contact with the Software Vendor to arrange for such additional services.

- b) The Requesting District shall enter into a Statement of Work with the Software Vendor for the additional services and Software Vendor shall invoice the
- c) Requesting District directly for any and all costs and fees related to the provision of such additional services. In no event shall the Provider be
- d) responsible for any charges, fees, or costs related to the provision of such additional services to the Requesting District.

4. Termination –

- a) Rights Upon Termination – The Districts' payment for Initial Software Costs and Annual Software Costs shall entitle any District which terminates according to Paragraphs 12, 13 or 14 of the Agreement (the "Terminating District") to its electronic records maintained by the Software Vendor and any associated records or documents maintained by the Provider, but such Terminating District shall have no right to the software itself, the software license and/or subscription, or any service included in the Software Vendor's Statement of Work beyond the date of termination. In no event shall the Terminating District be entitled to a refund of its share of the Initial Software Costs.
- b) Fees and Costs Related to Termination – Software Vendor's charges or fees, if any, related to cancelling the Terminating District's access to the Software or packaging and/or exporting the Terminating District's electronic records shall be invoiced directly to the Terminating District. Likewise, any other Software Vendor charges or fees incurred by Provider that arise out of the Terminating District's decision to terminate shall be invoiced by the Provider to the Terminating District.

5. Access to Technical Support or Information – The Parties acknowledge that the Provider's Transportation Personnel are the primary points of contact with the Software Vendor for the provision of the services outlined in the Software Vendor's Statement of Work. The Provider's Transportation Personnel shall develop a protocol for requesting technical support, maintenance, and/or information related to the Software. Such protocol shall ensure that Transportation Personnel are apprised of all such requests and that the Districts' are provided prompt and efficient access to technical support, maintenance, and/or information from the Software Vendor.