


## MEMORANDUM

DATE: June 3, 2009

TO: Dr. Randy McCoy, Superintendent

FROM: George Noflin, Jr., Ph.D. 

RE: Summer Transportation Request – City of Tupelo  
(Department of Parks and Recreation)

The City of Tupelo (Department of Parks and Recreation) is requesting use of a Tupelo Public School District (TPSD) school bus for the purpose of transporting students to various locations (field trips) throughout the city. As a component of the request, Ms. Shanta Eiland, Program Director, was asked to review the district's Agreement for Transportation Service. The agreement includes the terms and conditions established by the TPSD when an organization is requesting the use of a school bus. Enclosed for your review is a copy of the signed agreement.

In addition, the Department of Parks and Recreation must submit a copy of their Insurance Certificate and TPSD must be listed as an additional Insured. The district will not issue a bus to an organization until the Insurance Certificate requirement is fulfilled. To ensure safety, the proper supervision is required on the bus to monitor behavior. In addition, the TPSD Student Guidebook and specific Board Policies will be used as a guide to respond to inappropriate behavior.

In order to fulfill the agreement between TPSD and the Department of Parks and Recreation, the following documents must be provided:

1. Copy of General Liability Insurance listing TPSD as an additional insured.
2. List of all field trips.

If you agree with this request, please add to the agenda of the next scheduled board meeting.

Attachments

**2009**  
**Department of Parks and Recreation**  
*Summer Day Camp Field Trip Schedule*  
**Rockwell Center**  
**1199 Joyner Ave.**

<i>Dates</i>	<i>Trips</i>
June 4 .....	Pick up from Rockwell 9:15 a.m. ---Natchez Trace Parkway
11 .....	Pick up from Rockwell at 9:30 a.m. ---Skate Zone
18 .....	Pick up from Rockwell at 9:15 a.m. ----Health Works
24 .....	Pick up from Rockwell at 9:30 a.m. -----Ballard Park

**Field Trips**  
**C.C. Augustus Day Camp**  
**1400 N. Green St.**  
**Tupelo MS.**

June 5.....	Natchez Trace Parkway
11 .....	Skate Zone
18 .....	Health Works
25 .....	Ballard Park
July 2 .....	Oren Dunn Museum
8.....	Ballard Park

Parks and Recreation Office  
841-6440

*Brenda Long*

**Agreement for Transportation Service  
For Summer Program Tupelo Parks and Recreation**

This agreement for Transportation Services for Summer Program Tupelo Parks and Recreation (the "Agreement") is entered into by and between the Tupelo Public School District ("TPSD") and the Tupelo Parks and Recreation ("Contractor") as of the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

WITNESSETH:

WHEREAS, Contractor provides a summer educational program for children (the "Children") from approximately June 1, 2009, through July 9, 2009, and

WHEREAS, Contractor desires that TPSD provide a TPSD school bus to transport the Children to and from various field trips during summer program, and

WHEREAS, Contractor agrees to provide a state and federally certified school bus driver to transport the Children, and

WHEREAS, Contractor agrees to provide and/ or pay for fuel for the operation of the school bus, and

WHEREAS, TPSD possesses a school bus to transport the Children,

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. TPSD will provide one school bus to transport the Children to various local field trips at no cost to Contractor so long as Contractor complies fully with the terms and conditions contained in this Agreement for Transportation Service. In the event that Contractor breaches any of the terms and/ or conditions of this Agreement, it shall immediately terminate and neither party will owe any further obligation or duty to the other.
2. Contractor acknowledges that is has been provided with a copy of the TPSD Bus Discipline policies that it has read and understood the same, and Contractor hereby agrees to enforce said discipline policies at all times while the Children are riding TPSD buses. Contractor assumes full responsibility for the supervision of all Children riding TPSD buses, and acknowledges that TPSD will rely on Contractor to provide such supervision.
3. Contractor acknowledges and agrees that for the purposes and duration of this Agreement, its employees are not, will not be held out to be, and will not act as the agents or employecs of TPSD.

4. Contractor represents that it is covered under general liability insurance policy And that, for the purposes of this Agreement, it will cause TPSD to be named as an additional insured.
5. This Agreement will be effective from and after June 1, 2009, and upon its approval by the Tupelo Public School District Board of Trustees.
6. Contractor hereby agrees to indemnify and hold the Tupelo Public School District, its trustees, agents, representatives, administrators and/ or employees harmless from any and all claims, actions, causes of action, damages, loss and/ or liability that may be incurred or result from the transportation of the Children. Contractor agrees to indemnify and defend the Tupelo Public School District, its staff, trustees, agents, administrators, agents and employees in the event of any litigation against it/ them. Contractor agrees to reimburse TPSD for any attorney fees, costs, or expenses incurred in defending any action bases on alleged misconduct or activity of any employees of Contractor while engaged in the activities contemplated herein.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by officials duly authorized to do so.

TUPELO PUBLIC SCHOOL DISTRICT

By: \_\_\_\_\_  
DR. RANDY D. MCCOY, SUPERINTENDENT

\_\_\_\_\_  
Date

TUPELO PARKS AND RECREATION/ SUMMER PROGRAM

By: *[Signature]*

JUNE 4 2009  
Date


<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID # CITY#-1	DATE (MM/DD/YYYY) 05/07/09
PRODUCER Arthur J. Gallagher Risk Management Services, Inc. P. O. Box 16447 Jackson MS 39236-6447 Phone: 601-956-5810 Fax: 601-957-7096		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED		INSURERS AFFORDING COVERAGE	NAIC #
City of Tupelo P. O. Box 1139 Jackson MS 39215		INSURER A: St. Paul Guardian Ins. Co.	24775
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, APPROPRIATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L TR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Law Ded 10,000 GENT. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO SECT <input type="checkbox"/> LOC	GP09313432	12/31/08	12/31/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Per person) \$ excluded PERSONAL & ADV INJURY \$ 100,000 GENERAL AGGREGATE \$ 200,000 PRODUCTS - COMP/OP AGG \$ 200,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	GP09313432	12/31/08	12/31/09	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		DAMAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		PROFESSIONAL LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATC TORY LIMITS TOH ER EL, EACH ACCIDENT \$ EL, DISEASE - EA EMPLOYEE \$ EL, DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 RE: Day Camp Program

<b>CERTIFICATE HOLDER</b>  Tupelo Public Schools P. O. Box 587 Tupelo MS 38801	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
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