

SCHOOL BUS INSPECTION SERVICE AGREEMENT

This Agreement is entered into this ____ day of _____, 20____ between the
_____ School District, and _____ Bus Inspector.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

I. SCOPE OF WORK: The School Bus Inspector will:

- A. Be in compliance throughout the term of this Agreement with the current certification standards to perform school bus inspections as established by the School Transportation Bureau of the Public Education Department(PED);
- B. Perform all school bus inspections required under this Agreement in compliance with the inspection requirements set forth in NMPED Reg. 6.41.2 NMAC and the Guide for School Bus Inspections;
- C. Perform all school bus inspections required by this Agreement between the dates of _____, 20____ and _____, 20____;
- D. Complete and submit all required reports as required by the School Transportation Bureau of the PED;
- E. Comply with the accountability standards established by the School Transportation Bureau of the PED.

II. COMPENSATION:

- A. The School District shall pay to the School Bus Inspector for services performed the sum of \$ ____ for each completed school bus inspection, for a total not to exceed \$ _____;
- B. The School District shall pay travel expenses incurred by the School Bus Inspector in the performance of this Agreement at the rate of \$ ____ per mile traveled by automobile, plus \$ _____ for each instance of required overnight lodging, such travel expenses not to exceed \$ _____ in total;
- C. The School District may pay to the School Bus Inspector a re-inspection fee of \$ _____ if required;
- D. The School District shall pay to the School Bus Inspector the amount of the New Mexico Gross Receipt Tax of ____% assessed on the amount payable under this Agreement. The School Bus Inspector agrees to pay the gross receipt tax and, if requested, furnish evidence to the School District of satisfactory payment;
- E. The total amount payable under this Agreement shall not exceed \$ _____; and
- F. Payment shall be made upon completion of the school bus inspections, receipt of an invoice, and acceptance of the inspection data by the School District.

III. SCHOOL DISTRICT RESPONSIBILITIES: The School District will:

- A. Coordinate in advance with the School Bus Inspector the time(s) and location(s) when school bus inspections shall be conducted. It is the responsibility of the School District to ensure that the buses are at the agreed upon location(s) at the agreed time(s);
- B. Cooperate with the School Bus Inspector to ensure that all buses are inspected in accordance with NMPED Reg. 6.41.2 NMAC and the Guide for School Bus Inspections that govern the inspection of all school buses used for the transportation of school children;
- C. Maintain full responsibility for ensuring that all school buses owned by the School District or under contract to provide services to the School District are inspected as required; and
- D. Purchase bus inspection professional liability insurance on behalf of the School Bus Inspector with such coverage(s) and in such amount(s) as may be determined by the School District.

IV. ACCOUNTABILITY FOR INSPECTION STANDARDS: The Public Education Department, School Transportation Bureau, certifies School Bus Inspectors. It is the responsibility of the School Transportation Bureau to conduct random audits of school buses, which have been inspected by certified school bus inspectors.

School buses found by a Transportation Inspector of the Public Education Department, School Transportation Bureau to have been improperly inspected and reported as meeting inspection standards may result in the loss of inspector certification for the individual who inspected the buses.

The School Bus Inspector acknowledges that failure to comply with procedures established by the State Department of Education, School Transportation Bureau may result in revocation of the School Bus Inspector's certification.

V. TERMINATION: This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

VI. STATUS OF SCHOOL BUS INSPECTOR: The School Bus Inspector is an independent contractor, performing services for the School District under this Agreement. The School Bus Inspector acknowledges that all sums received for services under this Agreement are personally reportable by him for income and gross receipts tax purposes as self-employment or business income, and are reportable for self-employment tax.

VII. ASSIGNMENT: The School Bus Inspector shall not assign or transfer any interest in this Agreement or assign any claim for money due or to become due under this Agreement.

VIII. SUBCONTRACTING: The School Bus Inspector shall not subcontract any portion of the service to be performed under this Agreement.

IX. RECORDS AND AUDIT: The School Bus Inspector shall maintain detailed time records, which indicate the date, time and location of each school bus inspection. These records shall be subject to inspection by the School District and the State Auditor. The School District shall have a right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the School District to recover excessive or illegal payments.

X. RELEASE: The School Bus Inspector, upon final payment of the amount due under this Agreement, releases the School District and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The school Bus Inspector agrees not to purport to bind the School District to any obligation not assumed herein by the School District, unless the School Bus Inspector has express written authority to do so, and then only within the strict limits of that authority.

XI. CONFLICT OF INTEREST: The School Bus Inspector shall comply with the provisions of Section 10-16-12 NMSA 1978, which require disclosure to the Office of the Secretary of State of the receipt of more than five thousand dollars in the aggregate from one or more state agencies in any one twelve month period through rendering professional services.

XII. AMENDMENT: This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto

XIII. SCOPE OF AGREEMENT: This Agreement incorporates all the agreements. Covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless in this Agreement.

XIV. APPLICABLE LAW: This Agreement shall be governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written

Authorized School District Representative

Date

Certified School Bus Inspector

Date