

**The School Board of Pinellas County
Vehicle Use Agreement
for
Gus A. Stavros Institute**

This Agreement is entered into this _____ day of _____, 20__ by and between **THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA**, hereinafter referred to as the "**School Board**", and the _____ which is either _____ a private school, or _____ a school district and political subdivision of the State of Florida [check which is applicable] hereinafter referred to as "**User**".

For and in consideration of the mutual promises and covenants herein set forth, **School Board** and **User** represent and agree as follows:

1. The **School Board** will provide shuttle bus transportation for _____, for the purpose of transporting school-age children, with chaperones, and teachers who participate in the educational programs offered at the **Gus A. Stavros Institute** in Largo, Pinellas County, Florida.
2. Transportation is for the sole purpose of transporting school-age children, with teachers and chaperones, who participate in the educational programs offered at the **Gus A. Stavros Institute** in Largo, Pinellas County, Florida.
3. The bus or buses will be operated by an employee of the **School Board**, who is licensed to drive a school bus, and shall be assigned by the Director of Transportation or designee. Buses may be used under this Agreement only if they are available at the times requested, and such use shall not interfere with or impair regular school transportation. The **School Board** shall be the final authority as to the availability of the buses.
4. (A) **User** shall pay to the **School Board**, for the use of said school bus service that begins weekdays before 4:00 p.m., a sum per bus of the current rate per hour to include 15 minutes before and 15 minutes after the use, plus the surcharge rate per mile. There shall be a minimum charge of two hours. The current rate per hour and surcharge rate will be that rate used by the **School Board**, in its sole discretion, as of the date of the bus usage. **User** may investigate the current rates by either contacting the **School Board's** Transportation Department or visiting their website at <http://www.pcsb.org/is/trans/>.

(B) If requests extend to service that begins weekdays after 4:00 p.m., weekends, or any non-school day, **User** shall pay a sum per bus of the current rate per hour to include 30 minutes before and 30 minutes after the use, plus the surcharge rate per mile. There shall be a minimum charge of four hours. The current rate per hour and surcharge rate per mile will be that rate used by the **School Board**, in its sole discretion, as of the date of the bus usage. **User** may investigate the current rates by either contacting the **School Board's** Transportation Department or visiting their website at <http://www.pcsb.org/is/trans/>.

(C) "Weekend" is defined as Saturdays and Sundays. "Weekend" shall also include Fridays during the time that the School Board is on its summer calendar schedule. "Weekday" is defined as all days not meeting the definition of "Weekend." "Non-school day" is defined as a weekday when students are not scheduled to attend classes.
5. This Agreement is made pursuant to Section 1006.261 or 316.6145, Florida Statutes, and the parties agree that they will be bound by and comply with the provisions therewith. The **User** will provide a certificate of required liability insurance to the **School Board** prior to the time of any transportation under this Agreement, showing the **School Board of Pinellas County, Florida** as an additional insured.
6. Venue for purposes of any action arising of or relating to this Agreement shall lie in Pinellas County, Florida. This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

**THE SCHOOL BOARD OF
PINELLAS COUNTY, FLORIDA**

Principal

By: _____
Chairman

Attest: _____
Superintendent

Approved as to form: Theresa J. Wallace
School Board Attorney