



STUDENT TRANSPORTATION AGREEMENT

This Student Transportation Agreement (the “Agreement”) is entered into on _____, 2022, between **Norton City School District** (the “District”), an Ohio public school, chartered under Chapter 3311 of the Ohio Revised Code, and **EDUCATION ALTERNATIVES**, an Ohio nonprofit 501(c)(3) corporation, (“EA”).

BACKGROUND

WHEREAS, EA is in the business of providing transportation services for students of school districts throughout northeast Ohio;

WHEREAS, this Agreement engages EA to provide transportation services for the District during the 2022-2023 school year;

THE PARTIES AGREE AS FOLLOWS:

1. **Scope Of Services:** EA shall:

- a. Provide transportation services for the Districts’ students, based upon the District’s transportation needs during the Term of this Agreement; EA’s transportation services include pickup and drop-off of the students at their homes, or other locations mutually agreed upon by the parties;
- b. Organize the transportation routes including pick-up and drop-off times and schedules;
- c. Promptly communicate with the parents, guardians and the District when transportation issues arise. Transportation issues may include, but are not limited to the following: issues regarding pick-up/drop-off times, scheduling, immediate safety of students, and behavioral incidents;
- d. Comply with the applicable current federal, state, and local laws, rules, and regulations for the special education transportation of students in the state of Ohio, including but not limited to the Family Educational Rights and Privacy Act the Individuals with Disabilities in Education Act and Ohio Department of Education requirements.

2. **Representations And Warranties.** EA represents and warrants that:

- a. EA’s vehicles satisfy the safety requirements of the Ohio Department of Education, including following a structured preventative maintenance schedule for all vehicles;
- b. EA drivers are trained and certified through the Ohio Department of Education, and meet the Ohio Department of Education’s ongoing requirements of having a current driver’s license;
- c. EA employees providing services under this Agreement have satisfied applicable criminal records, background checks and hiring restrictions, imposed by law, including the requirements of ORC §§ 3319.39 and 3319.392; and



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3. **Term Of The Agreement.** This Agreement will commence July 1, 2022 and expire on June 30, 2023 (the “Term”). This Agreement will not automatically renew at the expiration of the Term.
4. **Daily Rates, Billing And Payment.**
- The District shall compensate EA **\$58.00 per day** for each contracted seat the District requires (the “Daily Rate”). If EA provides a monitor for the route, The District shall compensate an additional **\$65.00 per day**.
 - The District shall compensate EA an additional **\$25.00 per day**, per student, for any mid-school day routes, for which the student is transported alone (the “Additional Rate”).
 - The District shall pay EA the Daily Rate and any Additional Rates, for the transportation of each student enrolled by the District, including calamity days, truancy, and absenteeism, not to exceed 180 days;
 - EA shall bill the District on a monthly basis, and the District shall pay each invoice within thirty days of receipt of the invoice.
5. **Insurance.**
- General Corporate Liability. During the Term of this Agreement, EA shall procure and maintain commercial general liability insurance with policy limits of not less than a combined single limit of \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
 - Automobile Liability. EA will at all times during the term of this Agreement, maintain a vehicle insurance policy. Such coverage shall be in an amount of \$1,000,000, with an umbrella policy of \$5,000,000.
6. **Independent Contractor Relationship.** All persons directly or indirectly employed by EA to perform the services under this Agreement shall at all times during the performance of the services be and remain employees or agents of EA, and at no time shall they be employees or agents of the District. Accordingly, EA shall be solely responsible for payment of any and all contributions, taxes or penalties now or hereafter imposed under any local, county, state or federal law due on account of EA’s employees or agents, including but not limited to taxes and/or contributions for social security, Medicare, worker’s compensation, unemployment and retirement.
7. **Waiver.** No waiver of any condition, covenant or breach of this Agreement by either party will imply or constitute a further waiver of the same or any other condition or covenant.



8. **Severability.** All agreements and covenants contained in this Agreement are severable and in the event that any of them are held invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements and covenants were not contained herein.

9. **Entire Understanding.** This Agreement sets forth the entire understanding between the parties with respect to all matters referred to herein, and may not be changed or modified except by an instrument in writing, signed by both parties.

10. **Exhibits.** All exhibits, amendments, addenda, or attachments, attached to this Agreement are fully incorporated and made a part by this reference.

11. **Captions.** The captions used as headings for the various sections of this Agreement are used as a matter of convenience for reference purposes only.

12. **Governing Law.** The construction, validity and performance of this Agreement shall be governed in all respects by the law of the State of Ohio, without regard to its conflicts of laws provision.

13. **Approval.** This contract shall be subject to the written approval of the District's authorized representative and shall not be binding until so approved.



EA education
alternatives

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year stated in the Preamble.

EDUCATION ALTERNATIVES

By: 
Gerald Swartz, Executive Director

THE DISTRICT

By: _____

Name: _____