

PUPIL TRANSPORTATION AGREEMENT

THIS AGREEMENT made and entered into at Hinckley, Ohio effective for the 2014/2015 school year, by and between the, **Brecksville Broadview Hts City Schools**, and **Suburban School Transportation Company, Inc. (SSTC)**, 26 River Road, Hinckley, Ohio. For and in consideration of the mutual covenants and agreement herein contained, and for valuable consideration the parties agree to the following:

1. SSTC will transport students at the written request of the **Brecksville Broadview Hts City Schools** for any student requiring transportation in vehicles which meet all applicable safety and transportation laws and standards. All students are provided door-to-door services specified by the district.
2. SSTC will provide all routing of said students, including contact of the parent/guardian regarding pick up and drop off times and locations. Students may be transported with other students with possible cost reductions. Routing sheets will be kept on file with SSTC dispatching office.
3. SSTC will provide vehicles to be used for transportation of said students. Vehicles will meet the standards of State and Federal law. All vehicles will be equipped with a mobile phone, emergency safety triangles, flares, electrical fuses, Blood Borne Pathogen Kit, fire extinguishers, first aid kit, blanket and snow brush.
4. SSTC vehicles may be outfitted with digital video/audio cameras at any given time during the term of this contract for the safety of SSTC students and drivers. SSTC vehicles may be equipped with a global positioning system, which shows a vehicle's location, direction of travel and speed at any given moment.
5. SSTC will pay all expenses in connection with the operation and maintenance of vehicles used in the transportation. A vehicle inspection form shall be completed daily by the drivers. A staff mechanic services the SSTC fleet for preventive maintenance and emergency repairs. All daily inspection forms and service logs are on file in SSTC dispatching office. Should a student cause damage to a vehicle, the parent/guardian will be financially responsible for said damages.
6. SSTC will provide qualified drivers to operate safely and within legal limits in said vehicles used in the transportation in accordance with all applicable State and Federal laws and will verify that all drivers have met Ohio Pupil Transportation Operation and Safety Rules and Standards, including but not limited to certification and license requirements.
7. SSTC will purchase and maintain during the term of the agreement no less than \$1,000,000 liability insurance for all company owned vehicles, including a \$5,000,000 umbrella. All non-owned vehicles will carry \$300,000 (state requirement) liability insurance and a 1,000,000-liability non-owned coverage policy purchased by Suburban School Transportation.
8. The rate quoted to the district will be for round trip, unless otherwise specified. The district will be charged the daily rate for each day the particular school is scheduled to be opened, regardless if the student or students attend or not, or should the school be cancelled due to inclement weather or emergency. Should **Brecksville Broadview Hts City Schools** close due to inclement weather, but the school the student is attending is open, SSTC will use its own discretion. Safety is SSTC's top priority. If SSTC believes it is unsafe to transport due to inclement weather, the parent/guardian will be contacted. When possible, a two-day notice is required if the student will

be out for an extended amount of time due to illness or suspension. Also a two-day notice is required if the student has transferred out of district or expelled from school and transportation service is no longer required.

9. It is mandatory for SSTC to maintain Medical History Reports in its dispatch office. An information medical form is sent to the parent/guardian to complete and return. If the parent/guardian does not return the signed medical form after 7 days of transportation, transportation will cease until all necessary forms are received at the SSTC office. SSTC agrees to keep all said forms confidential as provided under applicable State and Federal law. Any breach of this provision will automatically terminate this Agreement.
10. All employees are issued SSTC identification badges to be worn and visible at all times.
11. All vehicles to be used to transport eligible students who are confined to a wheelchair or other mobile positioning devices or who require life support equipment shall be equipped with a lift or ramp. The lift shall be connected within the vehicle body when not extended. The lift shall lift a maximum of 700 lbs. Wheelchairs are to be secured by a four-point tie down system.
12. Attendants or monitors will be provided to the district if requested at an additional charge. Any required ride-alone students will incur an additional cost for such transportation.
13. SSTC may find it necessary to review various alternative accommodations to ensure the safety of the students during transportation. SSTC will always reserve the right to postpone transportation in the event a student becomes combative/violent and threatens or interferes with the safety and well-being of the public welfare, other passengers or themselves. The attending school and parent /guardian will be notified at this time to discuss transportation options. Such alternative accommodations will be discussed with and agreed upon by the district prior to implementation by SSTC.
14. In the event SSTC is requested to use a vehicle with special accommodations in order to ensure the safety of student transportation an additional charge will be applied for such service.
15. All vehicles are denoted to have "School Transportation" signs.
16. For the safety of all students transported by SSTC we will not transport any students across picket lines when a strike is in progress.
17. Should fuel cost rise more than 12% from the date of agreement, SSTC reserves the right to request additional compensation, and if fuel costs decrease more than 12%, SSTC will apply a decrease adjustment.
18. SSTC will provide **Brecksville Broadview Hts City Schools** with a form to use for adding, changing or deleting students. All student changes/requests must be submitted electronically or faxed on the provided SSTC form. No student transportation will begin unless the required form is submitted. SSTC requests at least 24 hours' notice when placing new student transportation to allow adequate time for placement, requests received after 3:00 pm will not be guaranteed for the next business day (from August 15th thru September 15th please allow 3 days for student placement). After any three (3) requests for a student's time or location change during a billing cycle, an additional \$10 service charge per alteration may be applied.
19. SSTC will be responsible for allowing 3 minutes for pickup at the student's home, if after the allotted time SSTC leaves and continues the route and is then later notified that SSTC must again

return to the students' home, an additional charge will be granted. After school is dismissed at the end of the regularly scheduled day SSTC will wait at the scheduled school until all eligible students have been picked up. If an eligible student does not show up at the designated pickup location the driver will contact the office and the office will contact the school. If SSTC is forced to wait for a student more than five (5) minutes after dismissal time (or other agreed upon pickup time) SSTC will agree to wait fifteen (15) additional minutes for the student. SSTC will be permitted to bill the district for the additional time. When an attempt to drop off an eligible student at home is unsuccessful, SSTC will proceed to complete the regularly scheduled route. The driver will notify the office of the first attempt. After the route is completed, SSTC will attempt again to drop off the student. If the second attempt is unsuccessful, SSTC will be permitted to charge the district, in fifteen (15) minute increments at the daily unit cost for each student for each fifteen (15) minute period, for all time thereafter until the student is dropped off at home or an emergency drop off location.

20. Payment for ordinary services rendered shall be made monthly. Payment needs to be received by SSTC within 30 days of invoice or late fees may apply.

In consideration of this agreement Suburban School Transportation Company Inc, herein provided, that **Brecksville Broadview Hts City Schools** and Suburban School Transportation will mutually agree on compensation on a case-by-case basis. This contract will cover the period of August 1, 2014 through July 31, 2015.


This contract is made for the benefit of each party heretofore named, and all parties hereby acknowledge receipt of a full and complete copy of this agreement and declare that no promises, representation or agreement, other than those herein contained have been made or were relied upon.

IN WITNESS WHEREOF, the parties hereto set their hands this day and year.

Brecksville Broadview Hts City Schools

Suburban School Transportation

By: _____

By:  _____

Date: _____

Date: 06/02/2014