

## TRANSPORTATION RELEASE AND WAIVER AGREEMENT

The parties to this Transportation Release and Waiver Agreement ("Agreement") are \_\_\_\_\_, on behalf of \_\_\_\_\_ and \_\_\_\_\_, (hereafter collectively the "\_\_\_\_\_ Family") and the Brecksville-Broadview Heights City School District Board of Education, including all of its Board members, employees and agents, in their individual and/or official capacity (collectively referred to as the "Board of Education" or the "District");

WHEREAS, the \_\_\_\_\_ is a "child with a disability" under the Individuals with Disabilities Education Improvement Act ("IDEIA") who is currently attending the Ohio School for the Deaf via an individualized education plan ("IEP") developed by the District;

WHEREAS, \_\_\_\_\_ IEP includes transportation to/from Ohio School for the Deaf as a related service;

WHEREAS, due to \_\_\_\_\_ unique medical needs, the Board of Education has been unable to find a provider who is willing and able to transport \_\_\_\_\_ to/from the Ohio School for the Deaf;

WHEREAS, as more fully set forth below, and in consideration of payment in the amount of \$15,000 (which is the total of Paragraphs n and in below), the \_\_\_\_\_ Family has agreed to provide \_\_\_\_\_ transportation to/from the Ohio School for the Deaf in lieu of transportation provided by the Board as set forth in \_\_\_\_\_ IEP;

NOW THEREFORE, in consideration of the mutual promises as set forth below, the parties to this Agreement agree for themselves and on behalf of their heirs, successors, assigns, agents and employees as follows:

I, Transportation Arrangements. In exchange for the consideration set forth below, the \_\_\_\_\_ Family agrees to be solely responsible for transportation to/from the Ohio School for the Deaf for the 2014-15 school year. The \_\_\_\_\_ Family understands and agrees that, other than payment of the consideration set forth below, the Board of Education shall not be responsible for transportation to/from the Ohio School for the Deaf. The \_\_\_\_\_ Family further agrees that it shall indemnify and hold harmless the Board of Education for any and all claims or causes of action of any kind against the Board of Education arising out of the Family's transportation of \_\_\_\_\_. The \_\_\_\_\_ Family also agrees to maintain the state minimum insurance coverage on any driver/vehicle that will be used in transporting \_\_\_\_\_ to the Ohio School for the Deaf.

II. Reimbursement for Mileage. The Board of Education will reimburse the \_\_\_\_\_ Family for mileage incurred in transporting \_\_\_\_\_ to/from Ohio School for the Deaf at the current IRS rate. This reimbursement shall be paid in a lump sum of \$3750.00 within 10 business days of the execution of this Agreement.

m. Additional Payment. In addition to the reimbursement set forth in Paragraph II, the Board of Education shall compensate the Family in the amount of \$6250.00 for the time/effort expended in transporting to/from the Ohio School for the Deaf. This compensation shall be paid in a lump sum within 10 business days of the execution of this Agreement the Board of Education shall issue an appropriate IRS Form 1099 for this amount.

IV. Transportation As A Related Service. The parties to this Agreement understand and agree that the Board of Education shall not provide any transportation services to during the 2014-15 school year other than the payments set forth above. This Agreement shall fulfill the Board of Education's obligation to provide transportation to as a related service as set forth on her current IEP.

IV. Release of Claims. The Family does hereby forever release and discharge the Board of Education from any and all claims, demands, actions, causes of action or suits at law or in equity, of what so ever kind or nature, which the Family may have had, now have, or may now or here after assert against the Board, growing out of or resulting from the Board's provision of transportation to during the 2014-15 school year. This Agreement includes the release of, but is not limited to, all claims arising under the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. §§ 1400, *et seq.*; Section 504 of the Rehabilitation Act, 29 U.S.C. § 794; the Americans with Disabilities Act ("ABA"), 42 U.S.C. § 12101 *et seq.*; Section 1983 of the Civil Rights Act, 42 U.S.C. § 1983; Ohio Revised Code Chapter 3323; related federal and state regulations and any other applicable federal, state or local laws or regulations relating to the Board of Education's provision of and receipt of a free appropriate public education and claims for attorney fees, costs or expenses, including without limitation any out-of-pocket or other costs related to transportation through the end of the 2014-15 school year unless there is a material breach of this Agreement (ie., nonpayment) by the Board of Education.

V. Confidentiality. The parties agree to keep the terms of this Agreement strictly confidential to the fullest extent permitted by law. The Family agrees not to disclose to any individual or entity (including but not limited to individuals at the Ohio School for the Deaf, friends, colleagues, other parents), other than their legal counsel, members of their immediate family or as required by law, the terms and conditions of this Agreement

VI. Acknowledgement. The parties acknowledge they have read this Agreement and fully understand its provisions. They further acknowledge that no promises or agreements not hereby expressed or contained herein have been made to them, and that this Agreement contains the entire agreement between the parties hereto.

Date: 8-17-14

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
**Scot T. Prebles**  
**Superintendent**  
**(ON behalf of the Brecksville-Broadview Hts.**  
**CSD, Board of Education)**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Richard A. Berdine**  
**Treasurer**  
**(On behalf of the Brecksville-Broadview Hts.**  
**CSD, Board of Education)**

