

CONTRACT TO PROVIDE TRANSPORTATION SERVICES TO PUPILS

Big Walnut Local School District (hereinafter referred to as the "School District" or "Board") and **Tristar Transportation Co.** (hereinafter referred to as the "Company") hereby agree to the following terms and conditions:

1. In return for the consideration from the Board set forth in this Agreement, the Company shall:
 - a. Provide transportation services to students designated by the School District
 - b. Transport the students in safe vehicles that are regularly and properly maintained in good working order. There shall be a working seat belt for each student riding in the vehicle and the driver shall require each student to wear his/her seat belt during transportation. In the event a student requires restraint in addition to or in lieu of a seat belt, the driver will require the student to wear such restraint during transportation.
 - c. Provide insured, qualified, and licensed drivers to operate the vehicles used to transport the school children. The drivers shall operate their vehicles in accordance with all applicable traffic laws. Individuals assigned by the Company shall have the necessary skill and interest in working with children. Drivers shall meet all requirements of the Ohio Department of Education as set forth under OAC 3301-83-06. These include Ohio and Federal background checks, lifetime driving abstracts, and annual T-8 physicals. The Board shall have the right to require that a driver be replaced when it is determined by the Board or its employees that such a change would be in the best interests of the pupil(s) being transported.
 - d. To the extent possible, assign the same driver to the same transportation route throughout the school year.
 - e. Provide and maintain throughout the term of this Agreement general liability insurance, insuring the Company, the drivers and the School District Board of Education against all claims of liability in connection with the transportation of pupils pursuant to this contract.
 - f. Report immediately to Heidi Koon any accident involving pupils transported pursuant to this contract.
2. In consideration of the obligation undertaken by the Company in this Contract, the Board agrees to pay the Company Thirty-Six Dollars (\$36.00) per hour for the use of the Company's automobile and driver, or Fifty Dollars (\$50.00) for the use of the Company's wheelchair van and driver, regardless of the number of students in the vehicle at any one time. Time will be billed in one-quarter hour increments. Payment shall be made on a monthly basis after receipt of bi-weekly invoices from the company setting forth the transportation provided.

3. The term of this contract shall be from August 1, 20 2015 to July 1, 20 2016 .
Either party may terminate this Contract by providing written notice of intent to terminate to the other party thirty (30) days prior to termination. In the event it determines to terminate this Agreement, the Company will provide written notice to the Board by mailing the same to the following address:

Heidi Koon
Big Walnut Local School District
105 Baughman St, Suite A
Sunbury, OH

In the event it determines to terminate this agreement, the Board will provide written notice to the Company by mailing the same to the following address:

Tristar Transportation Co.
P.O. Box 186
Worthington, OH 43085

4. The Company shall have the right to refuse to transport any pupil if there is an immediate danger to any persons or property. The Company shall contact the School District immediately if such an occasion occurs.

APPROVED:

For Company:

For Board:

Tristar Transportation Co.

By Leslie L. Holmes
Leslie L. Holmes, Vice President

By _____
Title: _____

Date: 08-24-15 Date: _____