

CONTRACT TO PROVIDE TRANSPORTATION SERVICES TO STUDENTS

Big Walnut Local School District (hereinafter referred to as the “School District” or “Board”) and **Tristar Transportation Co.**, an Ohio corporation (hereinafter referred to as the “Company”) hereby agree to the following terms and conditions:

1. **Company Duties.** In return for the consideration from the Board set forth in this Agreement, the Company shall:
 - a. 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.
 - b. Provide insured, qualified, and licensed drivers to operate the vehicles used to transport the students. 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. Pursuant to written request to the Company, 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 student(s) being transported.
 - c. To the extent reasonably possible, assign the same driver(s) to the same transportation route throughout the school year.
 - d. 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 students pursuant to this contract.
 - e. Report immediately to **Ross Linscott, Director of Student Services** any accident involving students transported pursuant to this contract.
2. **Compensation.** In consideration of the obligations undertaken by the Company in this Contract, the Board shall pay the Company compensation as described on the attached Schedule A.
3. **Term.** The term of this contract shall be from August 1st, 2023, to July 31st, 2024. 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:

110 Tippet Court

Sunbury, OH 43074

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:

682 E. Lincoln Ave
Columbus, OH 43229

Upon termination for any reason by either party, the Board shall pay to the Company all amounts due under this Agreement for services provided through the date of termination.

4. Refusal. The Company shall have the right to refuse to transport any student if in the Company's reasonable judgment, the student may or does present danger to any persons or property or is excessively disruptive. The Company shall contact the School District immediately if such a refusal occurs.
5. Holds. In the event that (1) a student fails to use the Company's assigned transportation for five (5) consecutive school days; and (2) the School District fails to contact the Company prior to the end of the fifth day and determine a mutually acceptable arrangement for that student, the Company reserves the right to assign such student's seat to another student after the fifth day. The School District shall pay the Company for all days any student fails to use the Company's assigned transportation.

If official 'Hold' arrangements have been made between the Company and the School District. The District will only be charged for the trip fee and no mileage during this time period. If a student is on Hold for an unplanned hospitalization, the Company will Hold the student's seat at no charge, as a Courtesy Hold for a maximum of 30 days. After 30 days, the School District can decide to continue holding and paying for the seat, or end transportation.

6. Invoicing. On the 1st and 16th of every month the Company shall send to the School District an itemized invoice for each trip completed during that period. Questions or concerns regarding the invoice can be sent to: billing@tristarcolumbus.com.

Payment is required within 30 days. ACH payment is preferred with banking information listed below:

Bank: Ohio State Bank
Account Name: Tristar Transportation Co.
Routing Number: 044015941
Account Number: 100666

7. General.

- (a) Waiver. No purported waiver by either party of any default by the other party of any term or provision contained in this Agreement shall be deemed to be a waiver of such term or provision unless the waiver is in writing and signed by the waiving party. No such waiver shall in any event be deemed a waiver of any subsequent default under the same or any other term or provision contained herein.
- (b) Entire Agreement. This Agreement represents the integration of all understandings between the parties concerning the subject matter herein and incorporates all prior negotiations and understandings; there are no covenants, promises, agreements, conditions or understandings, either oral or written, other than those set forth herein. No alteration, amendment, change or addition to this Agreement shall be binding upon either party unless in writing and signed by both parties.
- (c) Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person other than the parties hereto and their successors or assigns any rights or remedies under or by reason of this Agreement.
- (d) Invalidity. If any terms of this Agreement shall be held invalid, illegal or unenforceable, such provision shall be severable from the rest of this Agreement and the validity or enforceable of the remaining provisions shall not in any way be affected or impaired thereby.
- (e) Jurisdiction. The parties hereby expressly consent to the jurisdiction of the state and federal courts sitting in Franklin County, Ohio in any action, suit or proceedings commenced therein in connection or with respect to any matter arising under this Agreement.
- (f) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and assigns.
- (g) Assignment. This Agreement may not be assigned by any party hereto without the written consent of each other party.
- (h) Status and Authority. The Company is engaged hereunder solely as an independent contractor and not as an agent, partner or otherwise of the School District, and no employment, partnership or other relationship is created hereby or should be inferred here from.

APPROVED:

For Company:

Tristar Transportation Co.

For Board:

Big Walnut Local School District

By _____

By _____

Title: Superintendent

Date: _____

Date: _____

Schedule A:

Tristar 2023/24 Pricing				
Service Type	Standard	Ride Alone	Barrier Vehicle	Wheelchair Accessible
Description	Any vehicle, no seat restrictions	Any vehicle, 1 student/vehicle required	Barrier vehicle, 1 student/vehicle require	Wheelchair accessible van
Trip Fee	\$21.50	\$31.50	\$31.50	\$31.50
Mileage Rate	\$2.50	\$3.75	\$4.00	\$4.50
No Show or Late Cancel	Full price of trip	Full price of trip	Full price of trip	Full price of trip

Rates are charged on a per student and per trip basis.

Once a student's transportation has started, the Company will bill for that student's seat each day they are scheduled to attend.

Cancellation Policy. If a student's family, school district, or attending school communicates to the Company **by 5pm the business day prior**, the District will only be charged the trip fee, and no trip mileage. Cancellations can be communicated by phone/voicemail at 614-430-1688, or emailing: attendance@tristarcolumbus.com.

Fuel Surcharge: The Per Mile Rates listed above are in addition to a gas surcharge of 5% to mileage rate, which shall automatically be applied to every trip if the average price of regular gas for the Columbus, Ohio metropolitan area is \$6.50 or above, as reflected by AAA via <http://gasprices.aaa.com>.

