**AGREEMENT BETWEEN**

**THE ELGIN LOCAL SCHOOL DISTRICT**

**BOARD OF EDUCATION**

**AND**

**THE RIDGEDALE LOCAL SCHOOL DISTRICT**

**BOARD OF EDUCATION**

**FOR SHARED TRANSPORTATION SERVICES**

This Agreement is entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_, 202\_\_, by and between the Elgin Local School District Board of Education (hereinafter “Elgin”) and the Ridgedale Local School District Board of Education (hereinafter “Ridgedale”), which are both political subdivisions of the State of Ohio, pursuant to R.C. 9.482. Elgin and Ridgedale, in consideration of the promises contained herein and other good and valuable consideration between the Parties as provided herein, the sufficiency of which is hereby acknowledged, hereby agree to the following terms:

1. **TERM OF AGREEMENT**

The term of this Agreement shall be from \_\_\_\_\_\_\_\_\_\_\_ \_\_\_, 202\_ through June 30, 2024, or until terminated by either Party. Each Party reserves the right to terminate this Agreement, with or without cause, by providing fifteen (15) days’ written notice to the other Party. Notice shall be made in writing and e-mailed to the Superintendent of the other Party.

1. **PURPOSE AND SCOPE**

Elgin and Ridgedale frequently often have students in extra-curricular activities participating and/or competing at the same location. It is beneficial to both School Districts to share the transportation of their students to and from events, when practical and feasible.

1. **PAYMENT FOR SERVICES**

Elgin and Ridgedale agree to provide services under this Agreement without any fees paid by the other Party when similar service can be reciprocated OR agree that transportation cost may be split evenly between the two parties when/if there are no known events for which the service can be returned in kind.

1. **TRANSPORTATION SCHEDULE**

Elgin and Ridgedale agree to work together to determine which Party will provide transportation to each jointly-attended event. The Parties anticipate they will share in providing transportation over the course of the school year.

1. **COMPLIANCE WITH LAW**

Each Party shall ensure that all of its school buses used for providing services under this Agreement meet all required federal and state laws and regulations, including laws and rules related to signage, inspections, safety, maintenance, accidents and record keeping.

Each Party shall ensure that all of its school bus drivers who drive a school bus providing services under this Agreement meet all federal and state requirements for bus drivers, including, but not limited to, holding appropriate licensure, training, testing and background checks.

1. **INSURANCE**

Elgin and Ridgedale shall each maintain liability insurance coverage. In the event there is any claim, demand, lawsuit, and/or other covered loss for bodily injury, death or property damage, caused by or arising out of the provision of transportation services according to this Agreement, then, in such event, the Party who provided transportation for the event that led to the loss’s policy of insurance referenced in this Agreement shall be considered primary, and any other valid insurance maintained by the non-driving Party shall be in excess of the primary insurance coverage.

1. **NOTIFICATION OF ACCIDENTS, INJURIES AND EMERGENCY SITUATIONS**

Each Party shall promptly notify the other Party of any accident, injury or emergency situation arising from the transportation services provided under this Agreement.

1. **ASSIGNMENT**

Neither Party shall assign this Agreement or any part thereof without the prior, written consent of the other Party.

1. **ENTIRE AGREEMENT**

All terms and conditions of this Agreement are expressly contained herein, and the Parties agree that neither Elgin nor Ridgedale made any representations or promises with respect to this Agreement not expressly contained herein. If one or more of the clauses of this Agreement are found to be unenforceable, illegal or contrary to public policy, the Agreement will remain in full force and effect, except for the clause(s) that are found to be unenforceable, illegal or contrary to public policy.

1. **AMENDMENT**

This Agreement may be amended upon the mutual consent of the Parties by a written instrument executed by each Party’s respective board of education.

1. **GOVERNING LAW**

This Agreement shall be construed and the rights of the Parties hereunder shall be governed by the laws of the State of Ohio.

**Elgin Local School District Ridgedale Local School District**

**Board of Education Board of Education**

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Date Date

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Date Date