

AGREEMENT BETWEEN
THE ELGIN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION; and
THE PLEASANT LOCAL SCHOOL DISTRICT BOARD OF EDUCATION; and
THE RIDGEDALE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION; and
THE RIVER VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

FOR SHARED TRANSPORTATION SERVICES

This Agreement is entered into on September 1, 2024, by and between the Elgin Local School District Board of Education (hereinafter “Elgin”), the Pleasant Local School District Board of Education (hereinafter “Pleasant”), the Ridgedale Local School District (hereinafter “Ridgedale”), and the River Valley Local School District (hereinafter “River Valley”), all of which are political subdivisions of the State of Ohio, pursuant to R.C. 9.482. Elgin, Pleasant, Ridgedale and River Valley, 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 _____, 2024 through June 30, 2025, or until terminated by any Party. Each Party reserves the right to terminate themselves from this Agreement, with or without cause, by providing fifteen (15) days’ written notice to the other Parties. Notice shall be made in writing and e-mailed to the Superintendents of the other Parties.

2. PURPOSE AND SCOPE

Elgin, Pleasant, Ridgedale and River Valley occasionally have teams compete or other student groups perform and/or attend extracurricular or co-curricular events at the same location. It is beneficial to the individual school districts to share the transportation of their students to and from such events, when practical and feasible.

3. PAYMENT FOR SERVICES

Elgin, Pleasant, Ridgedale and River Valley agree to provide services similar in number and duration under this Agreement without any fees paid by the other Party.

4. TRANSPORTATION SCHEDULE

Parties 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.

5. 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.

6. INSURANCE

All parties 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.

7. NOTIFICATION OF ACCIDENTS, INJURIES AND EMERGENCY SITUATIONS

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

8. ASSIGNMENT

No Party shall assign this Agreement or any part thereof without the prior, written consent of the other Party.

9. ENTIRE AGREEMENT

All terms and conditions of this Agreement are expressly contained herein, and the Parties agree that no Party 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.



10. 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.

11. 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
Board of Education**


Date 9/23/24

Date 9/23/24

**Pleasant Local School District
Board of Education**

Date

Date

**Ridgedale Local School District
Board of Education**

Date

Date

**River Valley Local School District
Board of Education**

Date

Date