

PUPIL TRANSPORTATION AGREEMENT

THIS AGREEMENT made and entered into at Hinckley, Ohio effective for the **2016/2017** school year, by and between the, **Brecksville Broadview Hts City Schools**, and **Suburban School Transportation Company, Inc. (SSTC)**, 26 River Road, Hinckley, Ohio. For and in consideration of the mutual covenants and agreement herein contained, and for valuable consideration the parties agree to the following:

1. SSTC will transport students at the written request of the **Brecksville Broadview Hts City Schools** for any student requiring transportation in vehicles which meet all applicable safety and transportation laws and standards. All students are provided door-to-door services specified by the district.
2. SSTC will provide all routing of said students, including contact of the parent/guardian regarding pick up and drop off times and locations. Students may be transported with other students with possible cost reductions. Routing sheets will be kept on file with SSTC dispatching office.
3. SSTC will provide vehicles to be used for transportation of said students. Vehicles will meet the standards of State and Federal law. All vehicles will be equipped with a mobile phone, emergency safety triangles, flares, electrical fuses, Blood Borne Pathogen Kit, fire extinguishers, first aid kit, blanket and a snow brush.
4. SSTC vehicles may be equipped with a global positioning system, which shows a vehicle's location, direction of travel and speed at any given moment.
5. SSTC will pay all expenses in connection with the operation and maintenance of vehicles used in the transportation. A vehicle inspection form shall be completed daily by the drivers. A staff mechanic services the SSTC fleet for preventive maintenance and emergency repairs. All daily inspection forms and service logs are on file in SSTC dispatching office. Should a student cause any damage to a vehicle; the parent/guardian will be financially responsible for said damages.
6. SSTC will provide qualified drivers to operate safely and within legal limits in said vehicles used in the transportation in accordance with all applicable State and Federal laws and will verify that all drivers have met Ohio Pupil Transportation Operation and Safety Rules and Standards, including but not limited to certification and license requirements.
7. SSTC will purchase and maintain during the term of the agreement no less than \$1,000,000 liability insurance for all company owned vehicles, including a \$5,000,000 umbrella. All non-owned vehicles will carry \$300,000 (state requirement) liability insurance and a 1,000,000-liability non-owned coverage policy purchased by Suburban School Transportation.
8. The rate quoted to the district will be for round trip, unless otherwise specified. The district will be charged the daily rate for each day the particular school is scheduled to be opened, regardless if the student or students attend or not, or should the school be cancelled due to inclement weather or emergency. Should **Brecksville Broadview Hts City Schools** close due to inclement weather, but the school the student is attending is open, SSTC will use its own discretion. Safety is SSTC's top priority. If SSTC believes it is unsafe to transport due to inclement weather, the parent/guardian will be contacted. When possible, a two-day notice is required if the student will be out for an extended amount of time due to illness or suspension. Also a two-day notice is required if the student has transferred out of district or expelled from school and transportation service is no longer required.

9. SSTC will maintain Medical History Reports in its dispatch office. An information medical form is sent to the parent/guardian to complete and return. If the parent or guardian does not return the signed medical form after 7 days of transportation, transportation will cease until all necessary forms are received at the SSTC office. SSTC agrees to keep all said forms confidential as provided under applicable State and Federal law.
10. All employees are issued SSTC identification badges to be worn and visible at all times.
11. All vehicles to be used to transport eligible students who are confined to a wheelchair or other mobile positioning devices or who require life support equipment shall be equipped with a lift or ramp. The lift shall be connected within the vehicle body when not extended. The lift shall lift a maximum of 700 lbs. Wheelchairs are to be secured by a four-point tie down system.
12. Attendants or monitors will be provided to the district if requested at an additional charge. Any required ride-alone students will incur an additional cost for such transportation.
13. SSTC may find it necessary to review various alternative accommodations to ensure the safety of the students during transportation. SSTC will always reserve the right to postpone transportation in the event a student becomes combative /violent and threatens or interferes with the safety and well-being of the public welfare, other passengers or themselves. The attending school and parent /guardian will be notified at this time to discuss transportation options. Such alternative accommodations will be discussed with and agreed upon by the district prior to implementation by SSTC.
14. In the event SSTC is requested to use a vehicle with special accommodations in order to ensure the safety of student transportation an additional charge will be applied for such service.
15. All vehicles are denoted to have "School Transportation" signs.
16. For the safety of all students transported by SSTC we will not transport any students across picket lines when a strike is in progress.
17. SSTC will provide **Brecksville Broadview Hts City Schools** with a form to use for adding, changing or deleting students. All student changes/requests must be submitted electronically or faxed on the provided SSTC form. No student transportation will begin unless the required form is submitted. SSTC requests at least 24 hours' notice when placing new student transportation to allow adequate time for placement, requests received after 3:00 pm will not be guaranteed for the next business day (from August 15th thru September 15th please allow 3 days for student placement). After any three (3) requests for a student's time or location change during a billing cycle, an additional \$10 service charge per alteration may be applied.
18. SSTC will be responsible for allowing 3 minutes for pickup at the student's home, if after the allotted time SSTC leaves and continues the route and is then later notified that SSTC must again return to the students' home, an additional charge will be granted. After school is dismissed at the end of the regularly scheduled day SSTC will wait at the scheduled school until all eligible students have been picked up. If an eligible student does not show up at the designated pickup location the driver will contact the office and the office will contact the school. If SSTC is forced to wait for a student more than five (5) minutes after dismissal time (or other agreed upon pickup time) SSTC will agree to wait fifteen (15) additional minutes for the student. SSTC will be permitted to bill the district for the additional time. When an attempt to drop off an eligible student at home is unsuccessful, SSTC will proceed to complete the regularly scheduled route. The driver will notify the office of the first attempt. After the route is completed, SSTC will

attempt again to drop off the student. If the second attempt is unsuccessful, SSTC will be permitted to charge the district, in fifteen (15) minute increments at the daily unit cost for each student for each fifteen (15) minute period, for all time thereafter until the student is dropped off at home or an emergency drop off location.

19. Payment for ordinary services rendered shall be made monthly. Payment needs to be received by SSTC within 30 days of invoice or late fees may apply.

In consideration of this agreement Suburban School Transportation Company Inc, herein provided, that **Brecksville Broadview Hts City Schools** and Suburban School Transportation will mutually agree on compensation on a case-by-case basis. This contract will cover the period of **July 1, 2016 through June 30, 2017**.

This contract is made for the benefit of each party heretofore named, and all parties hereby acknowledge receipt of a full and complete copy of this agreement and declare that no promises, representation or agreement, other than those herein contained have been made or were relied upon.

IN WITNESS WHEREOF, the parties hereto set their hands this day and year.

Brecksville Broadview Hts City Schools

Suburban School Transportation

By: _____

By:  _____

Date: _____

Date: 05/1/2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Love Insurance Agency 34920 Ridge Road Suite 100 Willoughby OH 44094		CONTACT NAME: Pauline Kreuz PHONE (A/C, No, Ext): (440) 975-0309 E-MAIL ADDRESS: pkreuz@loveinsurance.com FAX (A/C, No): (440) 975-0315	
INSURED Suburban Transportation Company, Inc., DBA: School Suburban School Transportation 26 River Road Hinckley OH 44233		INSURER(S) AFFORDING COVERAGE INSURER A: New York Marine & General INSURER B: Merchants Mutual Ins. Co. INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 16608 23329	

COVERAGES

CERTIFICATE NUMBER: 16-17 (main cert)

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY		GL201600002369	2/22/2016	2/22/2017	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					\$
A	AUTOMOBILE LIABILITY		AU201600004036	2/22/2016	2/22/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO	☒ SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☒ NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
						Underinsured motorist BI \$ 50,000/75,000
B	☒ UMBRELLA LIAB	☐ OCCUR	CUP9140471	2/22/2016	2/22/2017	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$ 5,000,000
	DED ☒ RETENTION \$ 10,000					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N ☐ N / A					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is additional insured.

CERTIFICATE HOLDER**CANCELLATION**

Brecksville/Broadview Hts City Schools
6683 Mill Road
Brecksville, OH 44141-1512

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Love/PAK

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Suburban School Transportation	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) 26 River Road	Requester's name and address (optional)
6 City, state, and ZIP code Hinckley, Oh 44233	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

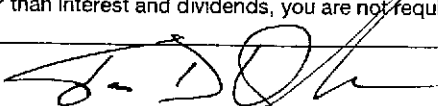
Social security number								
				-				
or								
Employer identification number								
3	4		-	1	6	3	1	4 2 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 5-1-16
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.