CONTRACT TO PROVIDE TRANSPORTATION SERVICES TO STUDENTS

Coshocton City 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. Service Commitment. Tristar Transportation Co. is committed to providing safe, reliable, and consistent student transportation services to School District partners throughout Central Ohio.

   The Company's operational model is designed to support both routine and time-sensitive transportation needs through trained drivers, coordinated dispatch operations, and established service oversight practices.

   Unlike broker-based transportation coordination models, the Company directly manages transportation operations with a focus on accountability, service continuity, and student safety.

2. 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 _____ any accident involving students transported pursuant to this contract.
f. Maintain operational systems and staffing structures intended to promote route consistency, minimize service disruptions, and facilitate timely communication with the School District.
g. Utilize trained drivers, dispatch personnel, and transportation coordinators to support the safe and efficient delivery of transportation services.

3. 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.

4. Service Availability and Scheduling**.** The Company will make commercially reasonable efforts to fulfill transportation requests in a timely and reliable manner.

   Requests for new, modified, or time-sensitive transportation services will be addressed as promptly as possible; however, all services are subject to driver availability, vehicle availability, geographic considerations, weather conditions, and overall operational demand.

   The Company reserves the right to coordinate, prioritize, schedule, or phase transportation services in a manner that supports safety, operational sustainability, and service reliability.

   While the Company maintains operational capabilities intended to support expedited transportation needs, including foster and emergency placement transportation, specific response times cannot be guaranteed.

5. Term. The term of this contract shall be from August 1st, 2026, to July 31st, 2027. 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:

   _____
   _____

   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/Cancellations/No-Show/ Illness Policy. 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.

   If a student is a no-call/no-show for their scheduled morning pick-up, Tristar will make one (1) attempt to contact the parent/guardian to confirm whether afternoon transportation will be needed.
   The parent/guardian or school may contact Tristar to request afternoon transportation no later than 12:00 p.m.

   If Tristar is unable to obtain confirmation from the parent/guardian and does not receive communication from the school or parent/guardian by 12:00 p.m., the afternoon trip will be considered canceled. Transportation requests received after 12:00 p.m. cannot be guaranteed.

   If a student becomes ill at school and requires transportation home, Tristar will provide transportation when possible.
   However, for the health and safety of all passengers and staff, Tristar is unable to transport any student who has vomited at school prior to pick-up.

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. Service Standards. The Company is committed to maintaining a high standard of transportation service through:

- Professionally trained and licensed drivers
- Consistent driver assignment whenever reasonably possible
- Strong safety and compliance practices
- Responsive communication with School District personnel
- Structured dispatch and operational oversight
- Ongoing driver qualification and monitoring processes

8. 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: For Board:

Tristar Transportation Co.

By _____ By _____
Title:

Date: _____ Date: _____

Schedule A:

The rates outlined below reflect the Company's commitment to maintaining high-quality transportation services, operational reliability, driver consistency, and safety standards.

Tristar 2026/2027 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	$25.00	$35.50	$35.50	$49.00
Mileage Rate	$2.85	$4.50	$4.50	$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.

Shared Home Policy. If there is more than one (1) student being picked up from the same residence and being transported within the same school district or attending the same out of district school/program, the Company will only charge mileage for one student. Each student will be billed for a trip fee. This also applies if more than one (1) student is picked up within the same district or school, and being transported to the same residence.

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

Fuel Surcharge:
The mileage rates set forth in this Agreement are based upon an average retail fuel price of $4.50 per gallon in the Columbus, Ohio metropolitan area, as published by AAA or another nationally recognized fuel index.

The Company shall review average fuel prices during each biweekly billing period. If the average fuel price during the applicable billing period exceeds $4.50 per gallon, the Company may apply a fuel surcharge to the mileage portion of invoices according to the following schedule:

- $4.51–$5.00 per gallon: 3% surcharge
- $5.01–$5.50 per gallon: 5% surcharge
- $5.51–$6.00 per gallon: 7% surcharge
- Above $6.00 per gallon: 10% surcharge

Fuel surcharges shall apply only to mileage charges and shall not apply to trip fees, cancellation fees, or other charges. The Company reserves the right to discontinue any fuel surcharge once fuel prices return below the applicable threshold.

Rate Adjustments

The rates outlined in Schedule A are based upon current operating costs and market conditions.

The Company reserves the right to adjust rates annually, or upon renewal of this Agreement, to account for changes in operational costs including, but not limited to:

- Fuel
- Labor and driver wages
- Insurance
- Vehicle costs
- Regulatory compliance requirements
- Inflationary market conditions

The Company will provide reasonable notice of any rate adjustments prior to implementation.