

## CONTRACT FOR USE OF SCHOOL BUS

(R.C. 3327.018)

This Contract for Use of School Bus ("Contract") is made and entered into this 29th day of January, 2024, by and between the Patrick Henry School District ("District") Board of Education ("Board") and LifeWise Academy, LLC ("LifeWise").

WHEREAS, pursuant to R.C. 3327.018, a board of education may contract, in writing, with a public or private not-for-profit agency, group, or organization to operate its buses to assist the agency, group, or organization in the fulfillment of its legitimate activities; and

WHEREAS, Life Wise is a private not-for-profit agency which desires for the Board to operate one of its school buses during emergency situations when the LifeWise transportation is unavailable due to maintenance or unforeseen operational issues in order to assist in providing transportation to the children enrolled in its programming; and

WHEREAS, the Board desires to contract with LifeWise to provide transportation to the children enrolled in its programs, pursuant to and in accordance with the terms and conditions in this Contract.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

**1. SCHOOL BUS TRANSPORTATION SERVICE WHEN LIFEWISE TRANSPORTATION IS UNAVAILABLE DUE TO MAINTENANCE OR UNFORESEEN OPERATIONAL ISSUES:**

The Board shall provide transportation by District school bus for the children enrolled in LifeWise to and from the off campus location on the days and at the times LifeWise is in session. The buses shall be operated only by a Board employee, or LifeWise Employee/Volunteer possessing a certificate approved by the District Superintendent certifying that he/she satisfies the requirements of R.C. 3327.10.

**2. TERM AND TERMINATION.** The term of this Contract shall be two school years, ending the first day of June, 2025. The Contract may be terminated by the Board at any time if the Board determines, in its sole discretion, that the school bus is needed for school purposes which conflict with its use in assisting LifeWise provided the board provides 30 days written notice to LifeWise.

**3. PAYMENT.** As consideration for the Board's agreement to provide transportation under this Contract, LifeWise shall pay the Board a total of \$2.14 per mile plus \$32 per hour. Payment shall be made by check issued to the District Treasurer monthly as needed.

**4. USE OF SCHOOL BUSES.** All state board of education regulations governing the operation of school buses when transporting students shall apply when a District bus is used pursuant to this Contract. All occupants of such bus shall comply with all applicable laws, rules, regulations, Board Policies, and codes of conduct governing student

transportation. Should an occupant violate any applicable law, rule, regulation, Board Policy, or code of conduct, as exclusively determined by the District Superintendent, the individual may be excluded from transportation. In such case, the District Superintendent shall provide written notice of such exclusion to the individual, his/her parent/guardian (if applicable), and LifeWise.

**5. LIABILITY INSURANCE.** In accordance with R.C. 3327.018, the Board shall procure liability and property damage insurance, as provided in R.C. 3327.09, covering all vehicles used and passengers transported under this Contract.

**6. DAMAGE TO SCHOOL BUS.** LifeWise expressly agrees that it shall bear financial responsibility for any damage or defacement caused to a District school bus by a child enrolled in its program while he/she is receiving transportation in accordance with this Contract.

**7. ASSIGNMENT.** LifeWise shall not assign this Contract, or any part thereof, without the prior written consent of the Board.

**8. GOVERNING LAW/VENUE.** This Contract has been executed and delivered, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Ohio.

**9. SEVERABILITY.** If any provision of this Contract or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Contract nor the application of the provision to other persons, entities, or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

**10. BINDING EFFECT.** The covenants, obligations, and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties hereto.

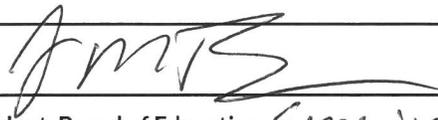
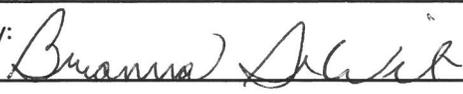
**11. ENTIRE AGREEMENT.** The parties hereby agree that this document contains the entire agreement between the parties, and this Contract shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto.

**IN WITNESS WHEREOF, the parties hereto have signed this Contract on the day and year first above written.**

**PATRICK HENRY LOCAL SCHOOLS**

**LIFEWISE ACADEMY, LLC**

**DISTRICT BOARD OF EDUCATION**

By: 	By:
<del>President, Board of Education</del> Superintendent	Director, LifeWise Patrick Henry
By: 	By:
Treasurer	Manager