

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date:

Contract/Agreement Vendor:
Name of Vendor & Contact Person

Vendor Email Address

Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase , any titles, and details for the Board of Education to review.

Reason/Audience to benefit

BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review:

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal **&/or** Director or Administrator:

Does this Contract/Agreement utilize technology? YES/NO
 If yes, Technology Admin:

Leadership Team Member:

Funding Source:
Fund/Project
OCAS Coding

Consent

Action

Summary *This area must be complete with full explanation of contract*

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

MEMORANDUM

To: Mr. Chuck Perry

From: Grant Moore

Date: August 8, 2022

Re: Tulsa Tech Agreement

SUBJECT

Accept and approve the NEW amendment between Broken Arrow Public Schools and Tulsa Technology Center. Broken Arrow Public Schools has agreed to take on the Owasso/Catoosa route and transport those students in addition to our own BAPS students. They will pay the District \$407,030.62 computed for 156,550.24 miles at \$2.60 per mile for 176 days. G. Moore

ENCLOSURES/ATTACHMENTS

Agreement

SUMMARY

This agreement sets the parameters for Tulsa Technology Center to reimburse Broken Arrow Public Schools for transporting students to their 6 campuses. Tulsa Technology Center will reimburse \$2.60 per mile in exchange for 176 Days of service amounting to 156,550.24 miles total. This is an increase of 5% on the per mile fee over 2021-2022.

FUNDING

General Fund

RECOMMENDATION

Approve

STUDENT TRANSPORTATION CONTRACT

between

TULSA TECHNOLOGY CENTER SCHOOL DISTRICT NO. 18

and

BROKEN ARROW PUBLIC SCHOOLS DISTRICT NO. 3

This Contract is made and entered into this 17th day of August, 2022, by and between TULSA TECHNOLOGY CENTER SCHOOL DISTRICT NO. 18 (“TTC”) and BROKEN ARROW PUBLIC SCHOOLS DISTRICT No. 3, commonly known as Broken Arrow Public Schools, (“District”).

Recitals:

(1) TTC desires to enter into this Contract with District whereby District will provide transportation equipment (“buses”) and bus operators (“drivers”) to transport district students who are enrolled in TTC’s programs from District’s campus (“District Students”) to a TTC campus and return to a District campus.

(2) District has available sufficient buses and drivers to provide the transportation.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and intending to be legally bound, the parties agree as follows:

1. **TRANSPORTATION DATES:** The transportation to be furnished by District under this Contract will commence on August 17, 2022, the date for beginning of classes for TTC students for the 2022-2023 School Year (the “School Year”) and will terminate the last day of TTC classes for the School Year, unless terminated for cause earlier by TTC as provided in this Contract.

2. **COMPENSATION:** TTC agrees to compensate the District for provided transportation services at the rate of \$2.60 per mile driven under this Contract, provided the total amount invoiced for transportation services during the School

Year shall not exceed \$407,030.62 (which is an amount equal to the mileage rate computed at 156,550.24 miles driven by the District over 176 school days) regardless of the actual mileage performed under this Contract. The amount paid shall constitute complete compensation for all costs and fees incurred, including any expenses for labor, materials, equipment, maintenance of equipment, and rentals, if applicable. The amount may be modified on the basis of a written request for route change or other modifications submitted by TTC and agreed to by the District. Any modifications or additional services must be authorized in writing by TTC prior to performance.

Mileage incurred under this Contract during the first semester will be invoiced to TTC by District at the end of the first semester of the School Year, and the remaining mileage incurred will be invoiced at the end of the second semester of the School Year. Compensation will be paid only to the extent that District presents documented evidence of mileage incurred during the period for which payment is requested. District's invoices will be paid within 15 days after receipt by TTC.

3. **BUSES:** All buses provided by District for the performance of this Contract will comply with all federal and state laws, rules and regulations applicable to transportation equipment used to transport school children, including, but not limited to, the rules of the Oklahoma State Department of Education ("OSDE").

4. **DRIVERS:** All drivers operating the buses will have current unrestricted licenses to operate transportation equipment used to transport school children and will be in compliance with all federal and state laws, rules and regulations, including, but not limited to the rules and regulations of the Oklahoma Department of Public Safety, OSDE,

including but not limited to, the requirement for satisfactory annual physical examination, and the rules and regulations of the Federal Department of Transportation (“DOT”), including drug/alcohol testing. The District will provide TTC with documentation of such licensure and compliance upon request.

5. **OBJECTIONS TO DRIVERS:** District will not permit any driver to operate a bus used in connection with the performance of this Contract if TTC reasonably objects to that driver. Any request for removal of a driver shall be submitted by TTC to the District’s designated liaison in writing and will specify TTC’s objections. The District will promptly remove any driver reasonably objected to by TTC from providing services under this Contract. If any drivers are removed by the District upon TTC’s request, the District shall replace them with drivers approved by TTC.

If TTC has any concerns about any driver’s performance under this Contract, it will submit those concerns in writing to the District’s designated liaison. Any differences concerning TTC’s concerns will be resolved between TTC’s designated representative and District’s designated representative.

6. **INSURANCE:** At all times during this Contract, District will maintain and have in force at its expense public liability and property damage insurance to cover the negligent acts of District’s employees with limits equal to District’s limits of liability under the Oklahoma Governmental Tort Claims Act. In the event of a claim, District’s insurance will be primary over similar insurance carried by TTC.

7. **RESPONSIBILITY FOR ACTIONS:** Each party shall be responsible for its own acts and omissions and the acts and omissions of its employees, officers, and agents. A party shall not be liable for any claims, demands, actions, costs expenses and liabilities —

including reasonable attorneys' fees which may arise in connection with the failure of the other party or its employees, officers, or agents to perform any of their obligations under this Contract. Both TTC and the District are political subdivisions of the State of Oklahoma, and their liability shall be governed by the Oklahoma Governmental Tort Claims Act.

8. **EMPLOYEES OF THE DISTRICT:** The District, and not TTC, shall be the employer of the District's designated representative and the drivers. The District shall be responsible for (a) the compensation and benefits payable and made available to the District's designated representative and the drivers, (b) withholding any applicable federal and state taxes and other payroll deductions as required by law, and (c) any workers' compensation obligations.

9. **DISCLAIMER OF INTENT TO BECOME PARTNERS:** TTC and the District shall not by virtue of this Contract be deemed to be partners or otherwise engaged in a joint venture. Neither party shall incur any financial obligation on behalf of the other.

10. **DESIGNATED REPRESENTATIVES:** TTC's designated representative under this Contract shall be David Rosier, Transportation Technician. The District's designated representative under this Contract shall be Rosalyn Vann-Jackson, Executive Director. In the event either party wishes to alter the representative designated under this Contract, it shall promptly submit to the other party a written designation of a new representative.

11. **NOTICES:** Any notices from one party to the other party concerning the Contract shall be in writing and shall be given by certified mail, return receipt requested, or confirmed telecopy or private courier to the parties as follows:

If to TTC:

Tulsa Technology Center School District No. 18
ATTN: David Rosier, Transportation Technician
5647 South 122nd East Avenue
P.O. Box 477200
Tulsa, OK 74147-7200
FAX: (918) 828-5149

If to the District:

Broken Arrow Public School District No. 3
ATTN: Grant Moore, Executive Director
701 North Main Street
Broken Arrow OK 74012
FAX: (918) 251-8799

12. **TERMINATION FOR CAUSE:** TTC may immediately terminate this Contract for cause upon notice to the District upon the occurrence of any of the following events:
- (i) the failure of the District to maintain insurance coverage as required by this Contract; or (ii) the District fails to remove a driver from performing services under this Contract after TTC has submitted reasonable objections to the driver's performance.
13. **FORCE MAJEURE:** Neither party shall be liable under this Contract nor shall such party be considered in breach of this Contract, for days on which the District is unable to provide transportation services under this Contract through no fault of either party, such as the occurrence of adverse weather conditions, any act of God or a public enemy or terrorist, act of any military, civil or regulatory authority, or a change in any law or regulation. Additionally, neither the District nor TTC shall be liable under this Contract or considered in breach of such contract when it is impossible or impractical to perform transportation services due to the cessation or limitation of in-person classes either at the District or at TTC's campuses. Within a reasonable time period following the occurrence of an event that makes performance under this contract impossible or impractical, the

affected party shall notify the other party of the occurrence by sending either (i) an e-mail message, or (ii) a fax message, to the other party.

14. **GOVERNING LAW:** This Contract shall be governed by, and construed in accordance with, the laws of the State of Oklahoma.

15. **SEVERABILITY:** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision.

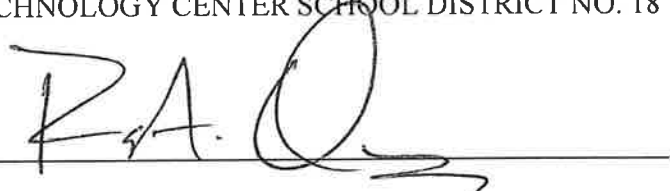
16. **MISCELLANEOUS:** This instrument represents the entire understanding between the parties concerning the subject matter hereof and may be modified on the mutually executed written agreement of the parties, which refers to this instrument. Neither party may assign this Contract.

IN WITNESS WHEREOF, the parties have executed this Student Transportation Contract as of the date first above written.

TTC:

TULSA TECHNOLOGY CENTER SCHOOL DISTRICT NO. 18

By: _____



President, Board of Education
Tulsa Technology Center

DISTRICT:

BROKEN ARROW PUBLIC SCHOOLS DISTRICT NO. 3

By: _____

President, Board of Education

