

**AGREEMENT**  
**Between the**  
**SAUQUOIT VALLEY CENTRAL SCHOOL DISTRICT and the**  
**UPSTATE CARING PARTNERS**

This Agreement, made the First day of March, 2025, by and between the **Sauquoit Valley Central School District**, with principal address at 2601 Oneida St., Sauquoit, NY 13456 (hereinafter “School District”), and **Upstate Caring Partners**, with principal address at 125 Business Park Dr, Utica, NY 13502 (hereinafter “UCP”) (hereinafter the School District and UCP individually “party” and collectively “parties”).

**WHEREAS**, UCP seeks its students (hereinafter individually “Student” and collectively “Students”) to be transported between its centers in Utica, New York (“Utica site”), and Sauquoit, New York (Sauquoit site”) (collectively, the “two sites”); and

**WHEREAS**, the School District is willing to have a bus route to transport the Students between the two sites; and

**WHEREAS**, the parties have reached an agreement as to the terms and conditions of an agreement for the transportation of the Students between the Utica site at 125 Business Park Dr, Utica, NY 13502, and the Sauquoit site at 3390 Brooks Lane, Chadwicks, NY 13319

**NOW, THEREFORE**, in consideration of the terms and conditions herein contained, the parties agree as follows:

**1. Term and Termination.**

**1.1.** The term of this Agreement shall commence on or about March 1, 2025, and terminate on June 30, 2026, unless otherwise extended by the parties. The Agreement shall be renewable for one-year terms by the mutual written agreement of the parties.

**1.2.** This Agreement may be terminated at any time by written agreement between the parties. Either party may terminate this agreement upon thirty (30) days’ written notice to the other party.

**2. Transportation Service.**

**2.1.** The School District agrees to provide transportation to the Students between the Utica site at 125 Business Park Dr, Utica, NY 13502, and the Sauquoit site at 3390 Brooks Lane, Chadwicks, NY 13319.

**2.2.** The pickup and drop-off schedules are described in Exhibit A. The School District will not provide transportation on days when the School District is not in session, as identified in the School District’s academic calendar. UCP will make reasonable efforts to notify the School District prior to the bus run when such

transportation is not required (e.g., by reasons of UCP school breaks or closures, a Student's illness, suspension, or loss of transportation privileges, etc.).

**2.3.** Parties agree that neither the School District nor its school bus drivers have an obligation to supervise the Students. UCP shall provide appropriate staffing to supervise the students on the bus during transportation. UCP shall maintain workers' compensation insurance for the said staff in compliance with state laws and shall provide evidence of insurance coverage to the School District in the form of a certificate of insurance which will show that the policy has been endorsed to provide at least 30 days' notice to the School District prior to cancellation or any alteration of the coverage.

**3. Contract Cost and Payment.**

3.1. The daily fee for one-way transportation between the two sites is \$25.00/per school bus (i.e., \$50.00/per school bus if the return trip is involved). The School District will send an invoice to UCP each month for the services completed in the previous month. The payment shall be due within ten (10) days after UCP's receipt of each invoice.

**4. Compliance with Law.**

The parties agree that they shall comply in all respects with the Education Law, the Vehicle and Traffic Law, applicable regulations of the Commissioner of Education and the Department of Transportation and all other applicable law in connection with this Agreement.

**5. Routing.**

The School District shall be responsible for bus routing. Routing will be performed in a manner which is in the best interest of the service.

**6. Indemnification.**

Each party (for purposes of this Paragraph, the party of the first part shall be referred to as the "Indemnifying Party") shall indemnify, defend and hold harmless the other party (for purposes of this Paragraph, the party of the second part shall be referred to as the "Indemnified Party") from and against: (a) any and all liability arising out of the Indemnifying Party's failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent or intentional operations, acts, or omissions of the Indemnifying Party relating to or arising out of such party's performance of its obligations under this Agreement; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Indemnified Party in connection with the defense of such claims. Notwithstanding the foregoing, no party shall be liable to any other party hereunder for any claim covered by insurance, except to the extent of any deductible and to the extent that the liability of such party exceeds the amount of such insurance coverage.

## **7. Miscellaneous Provisions.**

**7.1. Assignment.** Neither party may assign this Agreement or any of its rights or obligations hereunder.

**7.2. Modification.** This Agreement may be amended only in writing agreed to and signed by the Parties.

**7.3. Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**7.4. Warranties.** By entering into this Agreement, each party warrants and represents to the other that this Agreement is within its lawful powers, that this Agreement has been approved by its governing board in compliance with all applicable laws and procedures, that all approvals necessary for its execution, delivery and performance by such party have been obtained, that no litigation is pending or to its knowledge threatened regarding its execution, delivery or performance of this Agreement and that this Agreement is lawful and binding upon it in accordance with its terms.

**7.5. Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Oneida County, New York, shall be the venue of any action or proceeding arising from or related to this agreement.

**7.6. Notices.** Any notices by either party shall be in writing and hand-delivered to the offices set forth above or sent by registered or certified mail to the respective addresses set forth above or such other address as a party may designate by written notice in accordance with this provision. Notices shall be effective upon receipt. Facsimile or electronic mail shall not be considered effective delivery of notice.

**7.7. Headings.** Paragraph headings have been provided for convenience of reference only and shall not control, affect the meaning or be used in the interpretation of any provisions of this Agreement.

**7.8. Severability.** If any provision of this Agreement or the application thereof to any person or circumstances, is adjudged invalid by a court of competent jurisdiction, the Commissioner of Education or other administrative agency, such judgment or ruling shall not affect or impair the validity of the other provisions of the Agreement or the application thereof to other persons and circumstances.

## **8. Complete Agreement.**

The parties agree that this document represents the full, final and complete Agreement in this matter.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year first above written.

**SAUQUOIT VALLEY CENTRAL  
SCHOOL DISTRICT**

**UPSTATE CARING PARTNERS**

\_\_\_\_\_  
By: David Stayton  
Title: Superintendent of Schools

\_\_\_\_\_  
By:  
Title:

Date:

Date:

**Exhibit A**

**Pickup and Drop-off Schedule**

*(Insert Date – Time)*