

RESOLUTION NO. 2025-80

AUTHORIZING THE GENERAL MANAGER, CHIEF EXECUTIVE OFFICER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CLEVELAND METROPOLITAN SCHOOL DISTRICT FOR STUDENT FARES FOR THE 2025-2026 SCHOOL YEAR

WHEREAS, the Greater Cleveland Regional Transit Authority ("GCRTA") provides public transportation that facilitates travel by students to and from school; and

WHEREAS, pursuant to Resolution No. 2012-076, the Board of Trustees approved an agreement with the Cleveland Metropolitan School District ("CMSD") for the purchase of \$2,430,000 in tickets in advance and instituted the use of fare-box compatible picture identification cards, thus improving transportation efficiency and control of student passenger; and

WHEREAS, pursuant to Resolution Nos. 2013-109, 2014-061, 2015-075, 2016-066, 2017-051, 2018-073, 2019-101, 2020-099, 2021-087, 2022-090, 2023-062, and 2024-061, the Board of Trustees approved agreements with CMSD for the purchase of passes and tickets; and

WHEREAS, for the 2025-2026 school year, CMSD has agreed to purchase 13,500 magnetic stripe farebox compatible picture card ID passes for use by students for the first day of school on August 18, 2025.

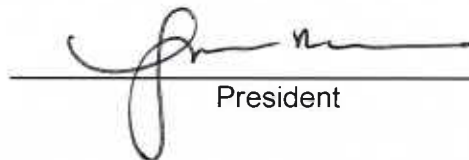
NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the General Manager, Chief Executive Officer is authorized to enter into an intergovernmental agreement with CMSD for the 2025-2026 school year.

Section 2. CMSD will purchase 13,500 magnetic stripe farebox compatible picture card ID passes and will be charged a discounted rate of \$1.67 per ride, for a total estimated contract amount of \$2,500,000.00. CMSD may purchase additional tickets at the regularly priced student rate of \$1.75 per ride.

Section 3. That this resolution shall become effective immediately upon its adoption.

Adopted: July 15, 2025

  
\_\_\_\_\_  
President

Attest:   
\_\_\_\_\_  
Secretary-Treasurer



TITLE/DESCRIPTION:  AUTHORIZING THE GENERAL MANAGER, CHIEF EXECUTIVE OFFICER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CLEVELAND METROPOLITAN SCHOOL DISTRICT FOR STUDENT FARES FOR THE 2025-2026 SCHOOL YEAR	Resolution No.: 2025-80
	Date: July 10, 2025
	Initiator: Finance
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 PURPOSE/SCOPE: This Intergovernmental Student Transportation Agreement ("Agreement") between the Greater Cleveland Regional Transit Authority ("GCRTA") and the Cleveland Metropolitan School District ("CMSD") will provide a volume discount to CMSD for the purchase of and payment for magnetic stripe farebox compatible picture card ID passes for the 2025-2026 school year. The purchase and payment will relieve some of the budgetary impact on CMSD, as well as improve cash flow and accounts receivable activity for GCRTA.

The CMSD school board approved this agreement at its June 26, 2025 board meeting.

- 2.0 DESCRIPTION/JUSTIFICATION: The proposed Agreement with CMSD will allow for discounted rates. This negotiated Agreement is a result of discussions with CMSD and will generate an estimated \$2,500,000.00 in revenue for GCRTA.
- 3.0 PROCUREMENT BACKGROUND: Does not apply.
- 4.0 DBE/AFFIRMATIVE ACTION BACKGROUND: Does not apply.
- 5.0 POLICY IMPACT: This action is consistent with the Board's practice to enter into an agreement each year with CMSD for the purchase of and payment for picture card ID passes. Authorization of this Agreement will allow GCRTA to continue to provide economical public transportation to students as well as promote ridership on public transportation.
- 6.0 ECONOMIC IMPACT: Entering into this Agreement will result in an estimated \$2,500,000.00 of revenue generation for GCRTA, as well as encourage students to ride public transportation.
- 7.0 ALTERNATIVES: Rejection of this action would result in financial hardship for CMSD and could lead to CMSD's possible discontinuation of purchasing GCRTA's fare media for student transportation.
- 8.0 RECOMMENDATION: This resolution was discussed at the July 1, 2025 Operational Planning & Infrastructure Committee and recommended for consideration by the full Board of Trustees. It is recommended that this resolution be adopted.

9.0 ATTACHMENT: Draft Intergovernmental Student Transportation Agreement.

Recommended and certified as appropriate to the  
availability of funds, legal form and conformance with  
the Procurement requirements.

  
General Manager, Chief Executive Officer

# DRAFT

## INTERGOVERNMENTAL STUDENT TRANSPORTATION AGREEMENT BETWEEN THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY AND THE CLEVELAND METROPOLITAN SCHOOL DISTRICT FOR THE 2025-2026 SCHOOL YEAR

THIS AGREEMENT, by and between the Greater Cleveland Regional Transit Authority (hereinafter referred to as "GCRTA"), 1240 West 6<sup>th</sup> Street, Cleveland, Ohio 44113-1331, acting pursuant to Resolution No. \_\_\_\_\_, adopted by its Board of Trustees on \_\_\_\_\_, and the Cleveland Metropolitan School District (hereinafter referred to as the "District"), whose principal offices are located at 1111 Superior Ave E, Suite 1800, Cleveland, OH 44114, acting pursuant to Resolution No. \_\_\_\_\_, adopted by the Board of Education of the District on \_\_\_\_\_.

WITNESSETH: That

WHEREAS, the District is certified by the Ohio Department of Education to provide education services; and

WHEREAS, the District wishes to make transportation available to its enrolled students and to students on whose behalf it is obligated to provide transportation service; and

WHEREAS, the GCRTA is amenable to providing said service to the District's students; and

WHEREAS, the District and GCRTA wish to provide transportation in a controlled, efficient and cost-effective manner; and

WHEREAS, the District and GCRTA have entered into student transportation agreements since at least 2012 to memorialize the terms of such transportation; and

WHEREAS, the District and GCRTA entered into short-term agreements in 2020 and 2021 to address the District's reduced need for transportation during the COVID-19 pandemic without setting a precedent for future agreements; and

WHEREAS, the District and GCRTA returned to issuing magnetic stripe farebox compatible picture card ID passes to District students for the 2022-2023 school year; and

WHEREAS, as a result of the availability of improved ridership data to both parties, the District and GCRTA modified the pricing model and GCRTA provided the District with a volume discount based on ridership for the 2023-2024 school year; and

WHEREAS, GCRTA will again provide the District with a volume discount based on ridership for the 2025-2026 school year.

NOW, THEREFORE, the District and GCRTA, for good and valuable consideration including the mutual promises contained below, agree as follows:

**1. TERM OF AGREEMENT**

This Agreement shall commence on August 18, 2025, and shall continue through May 28, 2026.

**2. PRICE AND TERMS OF SALE**

**a) Passes.**

To improve controls and ensure valid use and costs, GCRTA and the District agree to issue magnetic stripe farebox compatible picture card ID passes ("Passes") to 13,500 District students for daily use on GCRTA vehicles as proof of payment, for a total estimated amount of \$2,500,000. The District agrees to obtain GCRTA's approval of any changes to the layout or format of the Passes. These Passes shall be valid for fares from 5:00 AM to 11:00 PM Monday through Sunday from August 18, 2025 through May 28, 2026.

GCRTA will supply the Passes by August 8, 2025. Students will receive a free ride to school on GCRTA vehicles their first day of school.

- b)** The cost of any student tickets that the District needs to purchase during the term of this agreement will be \$1.75 per ride. (These tickets will be referred to herein as "Tickets.")
- c)** Tickets must be ordered on a separate written purchase order. The District shall not assess a charge in excess of this price for each Ticket. GCRTA shall deliver the number of Tickets specified in each order to the District's Transportation Department. The risk of loss for said Tickets shall pass to the District immediately upon delivery of the Tickets to the District. The District shall sign the accompanying invoice and immediately return the signed invoice to GCRTA's Accounts Receivable Department.
- d)** Passes and Tickets may be used by District students in Grades 9 through 12, residing within the borders of Cuyahoga County and attending private or public schools certified by Ohio Department of Education. Passes may be used through the expiration date of the Passes stated in Section 2a above. Tickets may be used until the expiration date of the Tickets. Passes and Tickets may be used on regular routes operated by the GCRTA for the purpose of transporting fare paying passengers. Passes and Tickets are non-transferable.



Non-students using Passes or Tickets will either be denied service or required to pay the full fare.

e) Payment

The District shall pay Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000), which is 90% of the total estimated amount, by September 30, 2025. GCRTA will perform a reconciliation to the actual number of rides taken by District students based on a price of \$1.67 per ride. Based on this reconciliation, GCRTA will invoice for any difference or issue a credit memo, as applicable, at the end of the school year.

GCRTA shall invoice the District for each order of Tickets and the District shall remit payment within 30 days of the date of the invoice.

Failure to make timely payment may lead to the termination of this agreement.

f) Invoices

Invoices will be directed to the District's Office of Transportation, Attention: Eric Taylor, Executive Director, Transportation.

g) Lost or Voided Passes

Reports of any Passes that were cancelled shall be reported to GCRTA on a weekly basis. GCRTA will assess a fee of \$10.00 for each lost or stolen Pass.

**3. RIGHT TO TERMINATE AGREEMENT**

If either Party becomes insolvent or fails to perform any undertaking essential to the purpose of this Agreement, or fails to conduct its business to the satisfaction of the other Party, then the other Party may cancel and terminate this Agreement by thirty (30) days' notice in writing to the defaulting Party, provided, however, that the defaulting Party may cure any failure of performance within thirty days of receipt of notice.

The expiration or termination, for any reason, of this Agreement shall be without prejudice to the rights of either Party.

**4. STUDENT CONDUCT**

- a) In accordance with its representations in 2015, the District removed the following language from the 2016-2017 Student Code of Conduct and maintains its deletion from the 2025-2026 Student Code of Conduct:

A student suspended from the bus will be given two RTA tickets at the time of suspension. Additional RTA tickets will be provided, as needed, each day the student appears in school during the term of the bus suspension.

- b) The Board of Education of the District has adopted and maintains the policy outlined in Exhibit A hereto.

## **5. FORCE MAJEURE**

If because of Force Majeure, either Party shall be unable to carry out any of its obligations under this Agreement, then those obligations shall be suspended to the extent made necessary by Force Majeure. The Party affected by Force Majeure shall give notice to the other Party as promptly as practical of the nature and probable duration of such Force Majeure. "Force Majeure" shall mean acts of God, riots, strikes, labor disputes, labor or material shortages, fires, explosions, floods, breakdowns of or damage to plants, equipment or facilities, or other causes of similar nature which are beyond the reasonable control of the Party and which wholly or partially prevent the timely performance of the Party's obligations under this Agreement, provided that the effect of such Force Majeure shall be eliminated insofar as possible with all reasonable dispatch; provided further, that performance of service obligations by the Party shall be excused only to the extent made necessary by the Force Majeure condition; provided further, that neither Party shall be required to settle a labor dispute on terms unacceptable to the Party affected; and provided further, that neither Party shall be required to rebuild all or a major portion of its facilities which are destroyed or substantially impaired by a Force Majeure condition. The Parties agree that, during the duration of the Force Majeure condition, neither will seek to declare the other in default for failure to timely perform its obligations under this Agreement.

## **6. RECORDS AND AUDITS**

The District shall maintain books, records, documents, and other evidence directly pertinent to the performance of the Work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied and Federal Acquisition Regulations, Parts 30 and 31, as applicable. GCRTA and its authorized representatives shall have the right to audit, to examine and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Agreement kept by or under the control of the District, including, but not limited to those kept by the District, its employees, agents, assigns, successors and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change

order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The District shall, at all times during the term of this Agreement and for a period of three years after the completion of this Agreement, maintain such records, together with such supporting or underlying documents and materials. The District shall at any time requested by GCRTA, whether during or after completion of this Agreement, and at the District's own expense make such records available for inspection and audit (including copies and extracts of records as required) by GCRTA. Such records shall be made available to GCRTA during normal business hours at the District's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for GCRTA. The District shall ensure GCRTA has these rights with the District's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the District and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the District's obligations to GCRTA. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, GCRTA may recoup the costs of the audit work from the District. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the District's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of GCRTA's findings to the District.

**7. ASSIGNMENT**

Neither Party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other Party.

**8. CHANGES; ALTERATIONS**

No change, alteration, modification, or addition to this Agreement shall be effective unless in writing and properly executed by both Parties.

**9. APPLICABLE LAW; SEVERABILITY**

This Agreement and any disputes relating to it shall be construed under the laws of the State of Ohio. If any provisions of this Agreement are determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect any of the Agreement's remaining provisions.

**10. ENTIRE AGREEMENT**

This instrument constitutes the entire Agreement of the Parties with respect to its subject matter, superseding all prior understandings, agreements, or



communications (whether oral or written), and shall be binding upon and inure to the benefit of the Parties, their successors, and permitted assigns.

**11. NOTICES**

All notices to be given pursuant to this Agreement shall be sufficient if given in writing, delivered in person or by registered or certified mail, postage prepaid, and, in either case addressed to the respective party at its postal address or at such other address or addresses each may hereafter designate in writing. Notices by mail shall be deemed effective and complete at the time of posting and mailing in accordance herewith.

Notice shall be delivered or mailed to the parties at the addresses shown below:

If to the District Cleveland Metropolitan School District Attn: Eric Taylor Executive Director, Transportation 3832 Ridge Road Cleveland, OH 44144	If to GCRTA Greater Cleveland Regional Transit Authority Attn: John J. Togher Director of Accounting 1240 West 6 <sup>th</sup> Street Cleveland, OH 44113-1331
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**12. ACKNOWLEDGEMENT**

The Parties acknowledge and agree that the District is a governmental entity and due to statutory provisions cannot commit to the payment of funds beyond its fiscal year (July 1 through June 30). By signing this Agreement, the District represents that it has appropriated the funds necessary to fulfill its obligations under this agreement for the 2025-2026 school year.

IN WITNESS WHEREOF, the Parties have executed this Agreement at Cleveland, Ohio, as of the last date set forth below.

**GREATER CLEVELAND  
REGIONAL TRANSIT AUTHORITY**

By: \_\_\_\_\_  
India L. Birdsong Terry  
General Manager, CEO

**CLEVELAND METROPOLITAN  
SCHOOL DISTRICT**

By: \_\_\_\_\_  
Warren G. Morgan II, Ed.D.  
Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

The legal form and correctness of the within  
Instrument is hereby approved.

\_\_\_\_\_  
Janet E. Burney, General Counsel  
Deputy General Manager-Legal Affairs

CERTIFICATE OF FUNDS  
(Section 5705.41, O.R.C.)

In the matter of:     Greater Cleveland Regional Transit Authority

IT IS HEREBY CERTIFIED that moneys required to meet the obligations of the Board of Education of the Cleveland Metropolitan School District under the above referenced Agreement have been lawfully appropriated for such purposes and are in the treasury of the School District or are in the process of collection to an appropriate fund, free from any previous encumbrance.

CLEVELAND METROPOLITAN SCHOOL DISTRICT

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

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

Dated: \_\_\_\_\_

Exhibit A  
Repeat Violent Offender Exclusion Policy

Any high school student found by any Judicial system to have committed two or more nonviolent crimes (including, but not limited to, theft, criminal damaging, disorderly conduct, or menacing) related to conduct occurring on an RTA vehicle or at an RTA facility or stop may, at the discretion of the CEO or his/her designee, forfeit their privilege to receive RTA transportation or payment for a period of up to one year.

Any high school student found by a judicial system to have committed any violent crime (including, but not limited to, assault, robbery, any sex crime, arson, possession of a dangerous ordinance, or possession of any weapon prohibited by Cleveland Codified Ordinance Section 627.11) related to conduct occurring on an RTA vehicle or at an RTA facility or stop will forfeit their privilege to receive RTA transportation or payment for a period of one year.

Any high school student found by a judicial system to have committed any violent or nonviolent crime related to conduct occurring on an RTA vehicle or at an RTA facility or stop after a one year forfeiture and reinstatement of RTA transportation privileges will permanently forfeit his or her privilege to receive RTA transportation or payment.

Students who forfeit their RTA transportation privilege pursuant to this policy will not be provided any other means of transportation by the District, except that students who require transportation services pursuant to an individualized education program or 504 plan will be provided alternative transportation services by the District.