

**PUPIL TRANSPORTATION AGREEMENT
2021/2022**

THIS AGREEMENT made and entered into at Richmond Heights, Ohio effective for the 2021/2022 school year, by and between the Richmond Heights Local Schools, and Tender Loving Care Transportation Company, Inc. (TLC), 17325 Euclid Ave., E. Cleveland, Ohio 44112. For and in consideration of the mutual covenants and agreement herein contained, and for valuable consideration the parties agree to the following:

1. TLC will transport students at the written request of the Richmond Heights Local School District for any student requiring transportation. All students are provided door-to-door services specified by the district.
2. TLC will provide all routing of said students, including contact with the parents/guardians regarding pick up and drop off times and locations. Routing sheets will be kept on file with the TLC dispatching office.
3. TLC will provide vehicles to be used for transportation of said students. Vehicles will meet the standards of State and Federal law. All vehicles will be equipped with a mobile phone, emergency safety triangles, flares, electrical fuses, blood borne pathogen kit, fire extinguisher, first aid kit, blanket and a snow brush.
4. TLC vehicles may be equipped with a global positioning system, which shows a vehicle's location, direction of travel and speed at any given moment.
5. TLC will pay all expenses in connection with the operation and maintenance of vehicles used in the transportation. A vehicle inspection form shall be completed daily by the drivers. A staff mechanic services the TLC fleet for preventive maintenance and emergency repairs. All daily inspection forms and service logs are on file in the TLC dispatching office. Should a student cause any damage to a vehicle, the parent/guardian will be finally responsible for said damages.
6. TLC will provide qualified vehicles used in the noted transportation in accordance with all applicable State and Federal laws. TLC will verify that all drivers have met Ohio Pupil Transportation Operation and Safety Rules and Standards, including but not limited to certification and license requirements.
7. TLC will purchase and maintain during the term of the agreement no less than \$1,000,000 liability insurance, including a \$500,000 umbrella. All non-owned vehicles will carry \$300,000 (state requirement) liability insurance and a \$1,000,000-liability non-owned coverage policy purchased by TLC.

Notice is required if the student has transferred out of district or expelled from school and transportation service is no longer required.

8. All employees are issued TLC identification badges to be worn and be visible at all times.
9. All vehicles to be used to transport eligible students who are confined to a wheelchair or other mobile positioning devices or who require life support equipment shall be equipped with a lift or ramp. The lift shall be connected within the vehicle body when not

extended. The lift shall lift a maximum of 700 lbs. Wheelchairs are to be secured by a four-point tie down system.

10. Attendants or monitors will be provided to the district, if requested, at an additional charge. Any ride-alone students will incur an additional cost for such transportation.
11. TLC may find it necessary to review various alternative accommodations to ensure the safety of the students during transportation. TLC will always reserve the right to postpone transportation in the event a student becomes combative/violent and/or threatens or interfaces with the safety and well-being of the public welfare of other passengers or themselves. The attending school and parent/guardian will be notified at this time to discuss transportation options. Such alternative will be discussed with and agreed upon by the district prior to implementation by TLC.
12. In the event TLC is requested to use a vehicle with special accommodations to ensure the safety of student transportation, an additional charge will be applied for each service.
13. All vehicles will have "School Transportation" signs.
14. For the safety of all students transported by TLC, we will not transport any students across picket lines when a strict is in progress.
15. TLC will provide Richmond Heights Local Schools with a form to use for adding, changing or deleting students. All student changes/requests must be submitted electronically or faxed on the provided TLC form. No student transportation will begin unless the required form is submitted. TLC requests at least 24-48 hour notice when placing new student transportation to allow adequate time for placement. Requests received after 3:00 pm will not be guaranteed for the next business day (from September 28, 2021 thru September 28, 2022). Please allow 3 days for student placement. After any three (3) requests for a student's time or location change during a billing cycle, an additional \$10 service charge per alteration may be applied.
16. Should fuel costs rise more than 12% from the date of the agreement, TLC reserves the right to request additional compensation.
17. TLC will be responsible for allowing 3 minutes for pickup at the student's home. If after the allotted time TLC leaves and continues the rout and is then later notified that TLC must again return to the student's home, an additional charge will be granted. After school is dismissed at the end of the regularly scheduled day, TLC will wait at the scheduled school until all eligible students have been picked up. If an eligible student does not show up at the designated pickup location, the driver will contact the office and the office will contact the school. If TLC is forced to wait for a student more than five (5) minutes after dismissal time (or other agreed upon pickup time) TLC will agree to wait fifteen (15) additional minutes for the student. TLC will be permitted to bill the district for the additional time. When an attempt to drop off an eligible student at home is unsuccessful, TLC will proceed to complete the regularly scheduled route. The driver will notify the office of the last attempt. After the route is completed, TLC will attempt again to drop off the student. If the second attempt is unsuccessful, TLC will be permitted to charge the district, in fifteen (15) minute increments at the daily unit cost for each student for each fifteen (15) minute period for all time thereafter until the student is dropped off at home or an emergency drop off location.

18. Payment for ordinary services rendered shall be made monthly. Payments need to be received by TLC within 30 days of invoice or late fees may apply.

In consideration of this agreement, TLC School Transportation Company, Inc., herein provided, that Richmond Heights Local Schools and Tender Loving Care School Transportation Company, Inc. will mutually agree on compensation on a case-by-case basis. This contract will cover the period of September 28, 2021 through September 28, 2022.

This contract is made for the benefit of each party heretofore named, and all parties hereby acknowledge receipt of a full and complete copy of this agreement and declare that no promises, representation or agreement, other than those herein contained have been made or were relied upon.

IN WITNESS WHEREOF, the parties hereto set their hands this day and year.

Richmond Heights Local School

Tender Loving Care Transportation Services, Inc.

Date: _____

Date: _____

216-692-8485

216-355-4639

RICHMOND HEIGHTS COSTS 2021-2022

TLC Transportation-Guidelines & Expectations	Costs \$	Service
	\$49.00-\$79.00	For each student round trip within the school district
Due to COVID-19, additional costs may apply	\$69.00-\$119.00	For each student round trip outside the school district
	\$99.00-\$119.00	For each student on a wheelchair accessible van round trip
Masks are mandatory and non-negotiable	\$89.00-\$119.00	For each student attending PEP school
	\$109.00-\$129.00	For each student attending an Autism school
Requote may be required for any route exceeding 15 miles one way	\$129.00-\$149.00	For each student individualized service (ride alone)
	\$169.00 per trip	Student attending Ohio School for the Deaf or Blind
Discounts may apply to all rates based on student's individual line restrictions	\$79.00-\$102.00	For each monitor on a van per day
	\$39.00 additional	Students requiring a modified vehicle
	\$39.00	Cost for a non-TLC employee to ride in the vehicle
	\$25.00	Cost to transport service animals
	Quote by case	Modified after school hours, if available