



# 2021-2022

## TRANSPORTATION AGREEMENT

This agreement made and entered into at Willoughby, Ohio, between **Richmond Heights City School, 447 Richmond Road, Richmond Heights, Ohio 44120** (hereinafter called the "District"), and Hogan Transportation, 36475 Reading Avenue, Willoughby, Ohio 44094. This agreement is effective from August 1, 2021 through July 31, 2022.

For and in consideration of the mutual covenants and agreements herein contained, and for valuable consideration the Parties agree to the following:

- 1) Hogan Transportation will transport legally enrolled District students at the written or verbal request of the District for any student that require transportation along with their individual specific needs (such as wheelchair, harness, car seat, and monitor). Students serviced by Hogan transportation are to be provided door-to-door service as specified by the District. All information regarding students, their individual needs and their specific routes shall be maintained by Hogan Transportation in the strictest of confidence.
- 2) Hogan Transportation may refuse to transport a District child when:
  - a) The District or an individual parent informs Hogan Transportation that the child needs medical attention to be performed by an employee of Hogan Transportation.
  - b) A child poses a safety concern while on the vehicle.
  - c) A child's present condition constitutes an immediate health hazard (i.e. bed bugs, etc.....).
  - d) See Hogan Covid-19 Transportation Protocol section 3.0 and 4.0.
- 3) Hogan Transportation will provide all routing of said students, including contacting the parent(s) regarding pick up and drop off times and locations.
- 4) Hogan Transportation will provide vehicles to be used for transportation of said students.
  - a. Vehicles will meet the standards of Federal and State law.
  - b. All vehicles will be equipped with a mobile phone, emergency safety triangles, and bodily fluid clean up kits, fire extinguishers, and a first aid kit.
  - c. All vehicles shall be appropriately identified.
  - d. Hogan Transportation agrees to comply with all COVID-19 mandated CDC guidelines for transportation.

- 5) Hogan Transportation employees will meet the ODE qualification requirements for on-vehicle staff. All drivers are issued Hogan Transportation badges, yearly, to be worn and visible at all times.
- 6) Hogan Transportation will purchase and maintain during the term of the agreement not less than \$1,000,000 liability insurance and \$5,000,000 aggregate insurance for all company owned vehicles. An "Additional Insured" endorsement will be added to the policy naming the District.
- 7) When a student has not ridden a Hogan Transportation van for three consecutive days, Hogan Transportation will notify the District. It will then be up to the District to notify Hogan Transportation with the status of that student.
- 8) The District will be charged as noted below based on the daily rate identified on schedule A1.
  - a. A driver does their route, whether or not the student rides.
  - b. Less than a two (2) day notice from the parent or the District to stop transportation.
  - c. After the 8<sup>th</sup> day that the school is shut down during the school year for:
    - i. Inclement weather / Calamity day (i.e. snow, ice, temperature, incident...)
    - ii. Illness being coronavirus, flu or any other type of health issue
    - iii. Utilities related
  - d. If you are needing transportation on a holiday or a day of observance of a holiday your rate will be doubled.
- 9) In light of the consideration, herein provided, the District hereby agrees to compensate Hogan Transportation in accordance with the attached pricing sheet Schedule A1. The District may request other services based on individual student needs. Any new charges will be mutually agreed upon and added to the Schedule A-1 pricing sheet.
- 10) It is understood that the cost listed on the attached pricing sheet includes an unstable item of fuel, and that a "Fuel Surcharge" will be applied when the monthly average fuel cost exceeds \$3.00 per gallon. The Fuel Charge will be determined by multiplying the monthly variance by the amount of fuel used for the District. The "Fuel Surcharge" and will be added to the District monthly invoice.
- 11) Hogan Transportation will invoice the District approximately the 10<sup>th</sup> day following the month of transportation. Payment terms are by the end of the invoiced month.
- 12) Hogan Transportation will take every precaution to protect the District students and its employees against COVID-19. As we all know, COVID-19 is difficult to trace. As such, Hogan Transportation will not be liable for any students contracting COVID-19 while being transported pursuant to this Agreement



2021/2022 SCHOOL YEAR PR

2021/ 2022

Richmond Heights City School District	ROUND TRIP	ONE-WAY	Miles
Lift student in/out district			
Walk-On student in district			
<b>Aide/Monitor</b>	\$70.00		
<b>Aide / Monitor (Nurse)</b> (Not provided by Hogan)			
Out of district children going to RH Elem.			
Eastwood			
Ireland			
R Hts to Max Hays			76
Metzenbaum Center (Chesterland, OH)			
Phoenix (from Richmond Heights)			
Phoenix (from W. 152nd St. (foster)			
Pep Prentiss	\$182.00		108
United Cerebral Palsey			

**Fuel Surcharge:**

\* Fuel Surcharge: Quoted prices include cost of fuel up to \$3.00 per gallon.

The computer averages the price overage which is multiplied by the number of