

PUPIL TRANSPORTATION AGREEMENT

THIS AGREEMENT made and entered by and between the Richmond Heights Schools District/Board of Education, 447 Richmond Road, Richmond Heights 44143, and Samia Transportation Inc., 90 Crystal Lake, Akron, Ohio 44333. The Richmond Heights School District enters into this agreement for transportation of some of its students to special education facilities because it believes it is impractical or uneconomical to do with its current bus fleet and/or because of the small numbers of students needing transportation to remote locations.

For and in consideration of the mutual covenants and agreement herein contained, and for valuable consideration the parties agree to the following effective July 1, 2021, through June 30, 2022:

1. Samia Transportation Inc. will transport students at the written or verbal request of the Richmond Heights School District for any student requiring transportation. All students are provided door-to-door services as specified by the district.

The contract price for the 2021-2022 school year per student to and from their home shall be as listed below. The contract will be negotiated annually. Pricing for 2021-2022 is as follows:

See EXHIBIT A

Beyond the expected initial listing of transported students, the school district has a history of adding and deleting students from the transportation requirements listing and Samia Transportation Inc. will adjust the billing to reflect these additions and deletions.

2. Samia Transportation Inc. will provide all routing of said students, including contact of the parent regarding pick-up and drop-off times and locations. Routing sheets will be kept on file with the school district's transportation office.
3. Samia Transportation Inc. will provide vehicles to be used for transportation of said students.
 - a. Vehicle 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. All vehicles shall be appropriately identified.
 - c. A vehicle inspection form will be completed daily by the drivers and provided within 24 hours upon the District's request.
 - d. Samia Transportation mechanics will service and maintain their fleet of vehicles, and service logs should be kept on file in Samia Transportation Inc. dispatching office. Service logs shall be available for inspection by Richmond Heights Schools at any time.
4. Samia Transportation Inc. will pay all expenses in connection with the operation and maintenance of vehicles used in the transportation. A vehicle inspection form is to be

completed by the drivers. Should a student cause damage to a vehicle, the Richmond Heights Schools shall not be liable for such damages.

5. Samia Transportation will provide qualified drivers to operate safely and within legal limits in said vehicles used in the transportation and verify that all drivers have valid driver's license issued by the State of Ohio. Upon request, the District should be provided copies of valid driver's license for any driver associated with the Richmond Heights School District.
 - a. Driver Performance evaluations will be performed at least once a year and be available for review by the Richmond Heights School District.
 - b. Driving Abstracts shall be reviewed twice each year by the management of Samia Transportation Inc. and appropriate action taken if abstract reports indicate an inability to perform or a pattern of violation that might indicate that students would be at risk.
 - c. A Criminal Record check shall be performed before a Samia Transportation Inc. driver takes the wheel. Any person with a felony conviction or with any violations restricting employment under Section 3319.39 of the Ohio Revised Code shall be excluded from employment. The District will be provided with all Criminal Record checks of all drivers who transport any Richmond Heights School District students.
 - d. Driver certification and re-certification will parallel the requirement of school bus drivers.
6. Samia Transportation will purchase and maintain during the term of the agreement not less than \$2,000,000 liability insurance for all company owned vehicles, including an umbrella. An "Additional Insured" endorsement shall be added to the policy naming the Richmond Heights School District as additional insured.
7. The rate quoted to the district will be for a round trip. The district will only be charged the daily rate for each day the particular student if the student or students attend their respective school for the day. Should the school be cancelled due to weather or emergency, the Richmond Heights School District should not be charged for the day provided Richmond Heights School District gives notice to Samia Transportation. Should Richmond Heights Schools close due to inclement weather but the school the student is attending remains open, Samia Transportation Inc. will use it's own discretion. Safety is our top priority.

If Samia Transportation Inc. Feels it is unsafe to transport due to weather, the parent will be contacted.

Parents will be asked to contact the Richmond Heights Transportation Department if their child is going to be absent from school and not riding with Samia Transportation Inc. The School Transportation Department will then notify Samia Transportation Inc. of that cancellation and there will be an adjustment to the billing reflecting that change. If the school district is unaware of the absence there shall be no adjustment to the billing.

If the student is not picked up for three consecutive days and the school district is unaware of the absence Samia Transportation Inc. will notify the School District Transportation Office of that absence and share any known information about the student. If there is an anticipate extend absence due to illness, suspension, or any other reason.

A two-day notice to Samia Transportation Inc. is required by the Richmond Heights Schools if the student has transferred out of district or expelled from school and/or transportation services are no longer required.

8. Samia Transportation Inc. will meet all requirements issued by the State of Ohio regarding Handicap Transportation, such as: annual fingerprinting and criminal check, semi-annual BMV reports, physical examinations of drivers or aids, CPR and First Aid Training and require in-service training.
9. Samia Transportation Inc. will be furnished medical history reports for each student where such medical information is determined necessary to the health and /or safety of the students. This information and all information regarding students, their needs, and their routes shall be maintained by Samia Transportation Inc. with the strictest confidentiality.
10. All Drivers are issued Samia Transportation Inc. badges for work and be visible at all times. The Richmond Heights Security Officer may be able to assist in supplying this identification at cost to the district.
11. All vehicles to be used to transport eligible students who are confined to a wheelchair or other mobile position device or who require life support equipment shall be equipped with a power lift or ramp. The power lift shall be connected within the vehicle body when not extended. The power lift shall lift a minimum of 700 lbs. Wheelchairs are to be secured by a four-point tie down system. Lifts are required to meet all Ohio construction standards for said equipment. The daily charge for transporting a student in a wheelchair shall be \$180.00 per day.
12. Attendants or monitors will be provided to the district if requested at an additional charge. The daily charge for a transportation aid/monitor shall be \$50.00 per day.
13. All vehicles are denoted to have yellow "CAUTION CHILDREN" signs and shall stop at all railroad crossings. It is recommended that a sign stating "This Vehicle Stops at Railroad Crossings" be place on the rear of each Samia Transportation inc. vehicle.
14. Payment for ordinary services rendered shall be made monthly. Payment for services should be received within thirty (30) days following the invoiced date. Payment should be made on the basis of the quotes issued in the accepted proposal.
15. Due to increased fuel costs, monthly invoices will include a 2% fuel surcharge. This 2% will be based upon the invoice amount provided and approved by the Richmond Heights School Board District. The 2% increase will be itemized on each invoice as a final line state "2% fuel surcharge."

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 here to set their hands this day and year.

Richmond Heights SCHOOL DISTRICT

By _____

Title

Date

SAMIA TRANSPORTATION INC.

By Samia Hassan

CEO

Title

10-28-2021

Date