



## **2022-2023 TRANSPORTATION AGREEMENT**

This agreement made and entered into at Willoughby, Ohio, between **Richmond Heights City School** (hereinafter called the "District"), and Hogan Transportation, 36475 Reading Avenue, Willoughby, Ohio 44094. This agreement is effective from August 1, 2022 through July 31, 2023.

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 curb-to-curb 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, as determined by Hogan Transportation.
  - 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 the District's responsibility to notify Hogan Transportation regarding the student's status.
- 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. You will be charged 50% of the child's daily rate after the 4<sup>th</sup> day that the school is shut down for any additional NON scheduled day off in comparison to your school calendar (i.e. weather related, health/wellness [covid, flu] related, utility related, funerals, or any other calamity days....).
  - d. If you are needing transportation on a holiday or a day of observance of a holiday, your rate will be the same + an additional line for holiday transportation = \$50 per driver and \$50 per monitor needed for each van driven for the holiday.
- 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

### **13) Hogan Transportation Surveillance Policy:**

Hogan Transportation may use video/audio recording devices and any resulting recording to promote a safe environment for students and employees and to protect company property.

Appropriate and conspicuous signage will be posted on company vans to notify students and employees of the use of video/audio recording devices. Employees will receive additional notification at the beginning of the school year regarding the presence of video/audio recording devices on company vans. Such notification will be included in employee handbooks.

All speech and conduct on Hogan Transportation vans is subject to being recorded, preserved, and examined through the video/audio recording devices. No person on a Hogan Transportation van shall have a legitimate expectation of privacy with respect to his/her conduct or speech.

Tampering with the video/audio recording devices or any related equipment may result in termination of employment for any employee and disciplinary action for any student.

All recordings are stored in a secure place to avoid tampering and to ensure confidentiality in accordance with applicable laws and regulations. Typically, recordings will be saved for approximately 60 operational hours. If, after this time, no incidents have been reported that potentially violate student or employee behavior or other expectations and no public records requests have been made seeking the video or audio recording, the recording may be over-written by the system as storage space is needed for newer recordings.

Hogan Transportation may preserve any available recording by creating an electronic copy relevant to a possible disciplinary action, criminal, safety, or security investigation or for other evidentiary purposes.

By this policy, Hogan Transportation does not guarantee that every van will be equipped with a video/audio recording device, that the device on a specific van will be in operation, that a device will record specific conduct or expression, or that the devices resolution will be sufficient to capture images with clarity in all circumstances.

This Agreement can be terminated by either District or Hogan Transportation upon a sixty (60) calendar days' written notice of such intent by either party.

In Witness Whereof, the Parties hereto set their hands to this agreement dated \_\_\_\_\_ day of \_\_\_\_\_, 2022

**HOGAN TRANSPORTATION**  
Signature: *Nisa Trevethan*  
Printed Name: NISA Trevethan

**DISTRICT**  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_



**2022/2023 SCHOOL YEAR PRICING**

**Richmond Heights City School District**

	<b>Round Trip Cost</b>	<b>ONE-WAY</b>	<b>Round Trip Mileage</b>
Lift student in/out district			
Walk-On student in district			
<b>Aide/Monitor</b>	<b>\$70.00</b>		
<b>Aide / Monitor (Nurse)</b> (Not provided by Hogan)	<b>\$30.00</b>		
Out of district children going to RH Elem.			
Camp Cheerful in Strongsville	<b>\$280.00</b>		<b>140</b>
Eastwood			
Ireland			
R Hts to Max Hays			<b>76</b>
Metzenbaum Center (Chesterland, OH)			
Phoenix (from Richmond Heights)			
Phoenix (from W. 152nd St. (foster))			
Pep Prentiss	<b>\$195.00</b>		<b>108</b>
United Cerebral Palsey			

**Pricing:**

**Distance is from students home to school X 4(for am/pm) or X 2 (for one way) = Total miles**

**-We use the childs home as "base" not our office**

**Price is per seat (student)**

**Additional charges for:**

**-Wait time = when we wait more than 15 minutes at pick ups or drop offs (school or home)**

**-Midday, different am or pm pick up times compared to others riding = when its an additional pick up along with a regular am/pm run**

**-Ride Alones = priced based on no one else able to ride van. Increase in cost.**

**-Fuel Surcharge is based on the amount of fuel purchased times the amount by which the purchase price exceeds \$3.00 per gallon.**

**Example:**

<b>Fuel Purch. Price</b>	<b>- Base</b>	<b>= Difference</b>		<b>Gallons Used</b>		<b>Surcharge</b>
<b>\$4.00</b>	<b>- \$3.00</b>	<b>= \$1.00</b>	<b>X</b>	<b>13</b>	<b>=</b>	<b>\$13.00</b>

