

### RICHMOND HEIGHTS LOCAL BOARD OF EDUCATION REGULAR WORK MEETING MINUTES AUGUST 22, 2022 7:00 P.M.

We invite public participation at all of our meetings. Please complete the participation form upon arrival so you can be acknowledged at the appropriate time.

Mission: To prepare individual learners to navigate an evolving global community using 21st century competencies.

The Regular Meeting of the Richmond Heights Board of Education was called to order at 7:04 p.m. on Monday, August 22, 2022, by President, Nneka Slade Jackson.

The following members answered the roll: Nneka Slade Jackson, Frank Barber, Jacky C. Brown, Sr., Linda Pliodzinskas, and Dr. Hugh Turner.

### **RESOLUTION NO 08-210-2022**

Moved by Dr. Turner, seconded by Mr. Barber, to adopt the agenda including the CONSENT AGENDA as presented. (Consent agenda items are highlighted in gray).

Roll Call: Ayes – Dr. Turner, Mr. Barber, Mr. Brown, Mrs. Pliodzinskas, and Nneka Slade Jackson. Nays – None.

Motion Carried 5-0.

### SUPERINTENDENT'S REPORT

- Opening of School Recap
- Outline of Assessments for the 2022-2023 School Year

### RECOMMENDATIONS OF THE TREASURER

### **RESOLUTION NO 08-211-2022**

Moved by Mrs. Pliodzinskas, seconded by Dr. Turner, to accept the transfer of Robert Antczak, SS Intervention Specialist's sick leave from Euclid City School District in the amount of 14.50 days, per Policy 4432, which states in part that the Board shall accept by transfer the accumulated sick leave up to unlimited days which any new employee has acquired in another position of public service in Ohio, provided that the last termination of such service shall have been within the last ten (10) years.

Roll Call: Ayes – Mrs. Pliodzinskas, Dr. Turner, Mr. Barber, Mr. Brown, and Nneka Slade Jackson. Nays – None.

Motion Carried 5-0.

### **RESOLUTION NO 08-212-2022**

Moved by Mrs. Pliodzinskas, seconded by Dr. Turner, to accept the transfer of William Christmas, ES Teacher's sick leave from Cleveland Metropolitan School District in the amount of 21.1375 days, per Policy 4432, which states in part that the Board shall accept by transfer the accumulated sick leave up to unlimited days which any new employee has acquired in another position of public service in Ohio, provided that the last termination of such service shall have been within the last ten (10) years.

Roll Call: Ayes – Mrs. Pliodzinskas, Dr. Turner, Mr. Barber, Mr. Brown, and Nneka Slade Jackson. Nays – None.

Motion Carried 5-0.

### **RESOLUTION NO 08-213-2022**

Moved by Mrs. Pliodzinskas, seconded by Mr. Brown, to approve the consent agenda.

- A. Certified #1 (Approve supplementals)
- B. Certified #2 (Employ substitute teacher)
- C. Certified #3 (Approval of credentialed evaluator)
- D. Certified #4 (Employ long term substitute teacher)
- E. Certified #5 (Approve additional teaching assignment)
- F. Classified #1 (Employ part-time cleaner)
- G. Classified #2 (Employ substitute classified employees)
- H. Classified #3 (Approve bus driver hours)
- I. Classified #4 (Approval of FMLA)
- J. New Business #1 (Reaffirm annual Career-Technical Education Resolution)
- K. New Business #2 (Renew Samia Transportation)

Roll Call: Ayes – Mrs. Pliodzinskas, Mr. Brown, Mr. Barber, Nneka Slade Jackson, and Dr. Turner. Nays – None.

Motion Carried 5-0.

### RECOMMENDATIONS OF THE SUPERINTENDENT

### **CERTIFIED:**

Item #1

To approve the following personnel under a one-year limited supplemental contract for the 2022-2023 school year for the position and at the rate of compensation listed below, pursuant to §ORC 3319.08 and the RHEA Negotiated Agreement. Payment amounts for supplementals that have tiered schedules based on years of experience will need to be verified.

### **Activities Coordinator HS**

Jasmine King

### **Art Competition Middle School**

Carol Tizzano

### **Art Competition High School**

Carol Tizzano

### Camp Fitch Director (if trip is taken)

Nicholas Grande

### Camp Fitch Counselor (one counselor per ten students)

- Nicholas Alcantar
- Amy Rossman

### **Choir Director**

• David McWilliams

### Class Advisor, Sophomore

Jaclyn Davey

### Class Advisor, Junior

Jasmine King

### Class Advisor, Senior

Candice Meintel

### Memory Book, HS Advisor

Candice Meintel

### Mentor/ Facilitator (Resident Educator) Non-tiered payment

- Patricia Grady -Resident Educator Lead, \$1500.00
- Jodi Hanford -Year 2 Mentor for Nichole McWilliams, \$750.00
- Amy Rossman -Year 2 Mentor for Ronica Dillions, \$750.00

### **Music Director (Elementary School)**

David McWilliams

### **National Honor Society**

Delbert Patterson

### **Student Council High School**

Jasmine King

### **Student Council Middle School**

Alyssa Thorpe

### Item #2

To employ the following certified personnel as casual, day-to-day substitute teachers, at the Board-approved rate of compensation, effective for the 2022-2023 school year, pursuant to Board Policy 3120.04, pending completion of their personnel file.

- Deja Winters, effective August 16, 2022
- Corrione Cardwell
- Beth Judge

- Item #3 To approve the renewal of the following: (ATTACHMENT #1)
  - Shauntel Lodge, OTES 2.0 Credentialed Teacher Evaluator, valid until August 8, 2024
- To employ the following certified personnel for the 2022-2023 school year, upon completion of personnel file:
  - Mary Baker, Long Term Substitute ES Preschool Teacher (in absence of Christina Ohmer), effective October 31, 2022
- Item #5 To approve the following personnel action per the negotiated agreement with the RHEA:
  - One additional teaching assignment for the 2022/2023 school year for Jaclyn Davey, Culinary class, @ 1/16 salary and 1/16 benefits.

### **CLASSIFIED:**

- Item #1 To employ the following classified personnel, pending completion of their personnel file.
  - Jerrick Johnson, Part-time Cleaner, Step 8, \$15.08, effective August 15, 2022
  - Kelly-Marie Johnson, Part-time Cleaner, Step 8, \$15.08, effective August 22, 2022
- To employ the following classified personnel as casual, day-to-day substitutes and at the Board-approved rate of compensation, effective for the 2022-2023 school year, pursuant to Board Policy 3120.04., pending completion of their personnel file.
  - Cherisse Borland Substitute Secretary
  - Mary Ellen McGowan Substitute Secretary, Substitute Instructional Aide, and Substitute Non-Instructional Aide (Cafeteria)
- To approve the following as **minimum hours** worked for the regular **bus drivers** for the 2022/2023 school year.
  - Carl Rigler 8 Hours
  - Janet Kuznik 8 Hours
  - Dave Malone 8 Hours
  - Theresa Cyrus- 8 Hours
  - Lisa Finley 5 ¼ Hours
  - Janice Carter 4 ¼ Hours
  - Ronald Babb 4 ¼ Hours
  - Gail Manningham Smith 4 ¼ Hours
  - Sharonda Cox 4 ¼ Hours
- To approve FMLA for the following personnel. She is eligible for intermittent FMLA leave and meets the compliance as set forth in the Negotiated Agreement between the Richmond Heights Board of Education and the Richmond Heights Education Association.
  - Lisa Finley, Bus Driver, intermittent FMLA up to 12 weeks, effective August 11, 2022, through August 11, 2023.

### **NEW BUSINESS (Part I)**

Item #1

To reaffirm the following annual resolution:

### H.B. 487 CAREER-TECHNICAL EDUCATION RESOLUTION

WHEREAS, Section 3313.90 of the Ohio Revised Code stipulates that local school districts may adopt a resolution that specifies the district's intent not to provide career-technical education to students enrolled in grades seven and eight for a particular school year; and

WHEREAS, Section 3313.90 further provides that if the district submits that resolution to the Ohio Department of Education by the thirtieth day of September of that school year, the department shall waive the requirement for that district to provide career-technical education to students enrolled in grades seven and eight for that particular school year;

**NOW THEREFORE, BE IT RESOLVED** that the Richmond Heights Local District School Board hereby waives the requirement to provide career-technical education in grades seven and eight for the 2022-2023 school year as allowed by Section 3313.90.

Item #2

To renew the agreement between Samia Transportation and RHLSD to provide transportation for special needs students on a case by case basis for the 2022-2023 school year, effective from July 1, 2022 through June 30, 2023, at a rate of \$225.00/day per student for a student that does not require a wheelchair outside the district. The price for an Aide/Monitor will not exceed \$50.00/day. (ATTACHMENT #2)

### **RESOLUTION NO 08-214-2022**

Moved by Mrs. Pliodzinskas, seconded by Mr. Brown, to approve Superintendent, Dr. Renée Willis, to attend the IEI (Institute for Education Innovation) Conference November 13-15, 2022 in Hilton Head, SC. The superintendent has received a scholarship from IEI that pays for the hotel, airfare and most meals. The district will reimburse the superintendent for ground transportation, parking and meals not covered by IEI.

Roll Call: Ayes – Mrs. Pliodzinskas, Mr. Brown, Mr. Barber, Nneka Slade Jackson, and Dr. Turner. Nays – None.

Motion Carried 5-0.

### **RESOLUTION NO 08-215-2022**

Moved by Mrs. Pliodzinskas, seconded by Mr. Barber, to approve the FY2023 breakfast and lunch prices Effective September 1, 2022. The breakfast price for the district will increase by 10¢; the elementary lunch will increase by 10¢; and the secondary lunch will increase by 15¢. The adult lunch will increase by \$1.50.

RHLSD FY 2022-2023 Lunch Prices			
Program	Building	FY2020-21	FY2022-23
Breakfast	All District	\$1.65	\$1.75
Lunch	High School/Middle School	\$3.10	\$3.25
Lunch	Elementary	\$2.90	\$3.00
Lunch	Adult	\$3.25	\$4.75

Roll Call: Ayes – Mrs. Pliodzinskas, Mr. Barber, Mr. Brown, Nneka Slade Jackson, and Dr. Turner. Nays – None.

Motion Carried 5-0.

### **RESOLUTION NO 08-216-2022**

Moved by Mr. Brown, seconded by Dr. Turner, to approve free meals for all students through August 31, 2022. This is being requested due to the fact that for the past two years all students have been able to eat for free in light of the pandemic. That waiver from the US DOE ended this summer and students will now need to pay for their meals or qualify for free/reduced lunch by submitting an application. Students will still pay for snacks and other items outside the basic lunch during the period of time through August 31, 2022 and beyond. Extensive communication efforts are underway to get this information out to parents as many are still assuming that meals are free for all.

Roll Call: Ayes – Mr. Brown, Dr. Turner, Mr. Barber, Mrs. Pliodzinskas, and Nneka Slade Jackson. Nays – None.

Motion Carried 5-0.

### **BOARD'S REPORT**

- Board Goals, Review and Update
  - o Establish A Budget Planning Process
  - o Reclamation Campaign/Communication
  - o Support Superintendent in Advocacy
  - o Entrepreneurial Mindset (Future Ready Scholars)

### EXECUTIVE SESSION

### **RESOLUTION NO 08-217-2022**

Moved by Mrs. Pliodzinskas, seconded by Mr. Brown to enter into executive session at 8:53 p.m., pursuant to ORC §121.22, for the purpose of:

(A)	To consider one or more, as applicable, of the check marked items with respect to
	public employee or official:
	1. ☐ Appointment;
	2. Employment;
	3. ☐ Dismissal;
	4. ☐ Discipline;
	5. ☐ Promotion;
	6. □ Demotion;
	7. ☑ Compensation of a public employee or official; or
	8. ☐ Investigation of charges/complaints against a public employee, official,
	licensee, or regulated individual (unless public hearing requested).

- B. To consider the purchase of property for public purposes, or for the sale of property at competitive bidding, if premature disclosure of information would give an unfair competitive or bargaining advantage to a person whose personal, private interest is adverse to the public interest.
- C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.
- D. Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.
- E. Matters required to be kept confidential by federal law or regulations or state statutes.
- F. Details relative to security arrangements and emergency response protocols for a public body or a public office, if disclosure of the matters discussed could reasonably be expected to jeopardize the security of the public body or public office.

NOW, THEREFORE, BE IT RESOLVED, that the Richmond Heights Local School District Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on items \_A.2. & 7.\_\_ as listed above.

Roll Call: Ayes – Mrs. Pliodzinskas, Mr. Brown, Mr. Barber, Nneka Slade Jackson, and Dr. Turner. Nays – None.

Motion Carried 5-0.

Reconvened from executive session at 9:12 p.m.

### **NEW BUSINESS (Part II)**

### **RESOLUTION NO 08-218-2022**

Moved by Dr. Turner, seconded by Mr. Barber, to approve the following resolution:

### **RESOLUTION FOR RETENTION BONUSES**

WHEREAS, the Board values the experience and service of its Central Office Administrative Assistants, and desires to ensure their retention for the 2022-2023 school year; and

WHEREAS, given the current employment trends, and based upon the recommendation of the Superintendent and Treasurer, the Board wishes to award retention bonuses to its Central Office Administrative Assistants for the 2022-2023 contract year;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education of the Richmond Heights Local School District, Richmond Heights, Ohio, that:

<u>Section 1</u>: Based upon the recommendation of the Superintendent and Treasurer, the Board hereby authorizes the following retention bonuses for the following Central Office Administrative Assistants, and hereby authorizes the Treasurer to execute payment for such retention bonuses:

Name	<b>Bonus</b>
Rhonda Dulaney (Admin. Asst. to Superintendent)	\$1,625.00
Donna Apanasewicz (Admin. Asst. to HR)	\$1,625.00
Therese Humanchuk (Admin. Asst. to Treasurer)	\$1,625.00
Kathy Bendes (Registrar/EMIS/Student Enrollment)	\$1,625.00

Section 2: It is hereby found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of the Board, and that all deliberations of this Board and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and any amendments thereto.

Roll Call: Ayes – Dr. Turner, Mr. Barber, Mr. Brown, Mrs. Pliodzinskas, and Nneka Slade Jackson. Nays – None.

Motion Carried 5-0.

### RESOLUTION NO 08-219-2022

Moved by Dr. Turner, seconded by Mrs. Pliodzinskas, to approve the following resolution:

### RESOLUTION FOR PERFORMANCE BONUSES

WHEREAS, the Board is party to administrator contracts of employment (the "Contracts") with Marnisha Brown, Elizabeth Taylor, Kelly Askew-Tucker, Lakisha Davies, and Timothy King (collectively the "Administrators") pursuant to which the Administrators are employed by the Board to provide services as administrators of the Richmond Heights Local School District, and pursuant to which the Board provides the Administrators with certain compensation and fringe benefits for providing such services; and

WHEREAS, pursuant to Paragraph 6(a) of the Contracts, the Board may award the Administrators an annual performance bonus each Contract year, depending upon their performance of the mutually-agreed upon goals for the Contract year, as recommended by the Superintendent; and

WHEREAS, the Superintendent has evaluated the Administrators in accordance with Paragraph 16 of the Contracts and Board Policy, and based upon the results of such evaluations, recommends that the Board approve certain performance bonuses for the Administrators for the 2021-2022 Contract year;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education of the Richmond Heights Local School District, Richmond Heights, Ohio, that:

<u>Section 1</u>: The Board hereby approves the following performance bonuses for the Administrators based on their administrative tier and final rating, and hereby authorizes and directs the Treasurer to execute payment for same, subject to all applicable payroll and income tax withholdings and payments:

<u>Name</u>	Performance Rating	<b>Bonus</b>
Marnisha Brown (Principal)	Accomplished	\$4,500.00
Marnisha Brown (Asst. Supt.)		\$500.00
Elizabeth Taylor (Principal)	Skilled	\$3,000.00
Kelly Askew-Tucker (Director of Ed. Services)	Proficient/Accomplished	\$3,000.00
Lakisha Davies (Director of Special Education)	Proficient	\$2,500.00
Timothy King (Director of (Operations)	Proficient	\$2,500.00

<u>Section 2</u>: It is hereby found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of the Board, and that all deliberations of this Board and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and any amendments thereto.

Roll Call: Ayes - Dr. Turner, Mrs. Pliodzinskas, Mr. Barber, Mr. Brown, and Nneka Slade Jackson. Nays - None.

Motion Carried 5-0.

### **RESOLUTION NO 08-220-2022**

Moved by Dr. Turner, seconded by Mr. Brown, to approve the following resolution:

### RESOLUTION TO TERMINATE AGREEMENT

WHEREAS, the Board and Ms. Stacie Russell are parties to a Community Engagement Coordinator Agreement ("Agreement"), which the Board approved on July 11, 2022, and pursuant to which Ms. Russell was to serve as the F.A.C.E. Coordinator for the 2022-23 school year; and

WHEREAS, it was the Board's understanding that Ms. Russell would be performing many of her responsibilities under the Agreement during the workday as she had last school year, for instance, she would be responsible to plan and facilitate parent meetings and events and "provide support to parents, teachers, and staff;" as well as "meet with educators to promote collaboration between families and school;" and

WHEREAS, it was the Board's understanding that Ms. Russell would be dedicating a substantial amount of time each week to the performance of her duties as, for reference, the Agreement's agreed-upon sum of \$20,000 is equivalent to almost one-half of a teacher's BA-0 salary in the District; and

WHEREAS, Ms. Russell informed the Superintendent that she accepted full-time employment as a Dean of Students elsewhere on August 4, 2022 during a planning meeting with Mrs. Askew-Taylor in attendance, yet had been working as the Dean since mid-July; and

WHEREAS, Ms. Russell's full-time employment will render her unable to perform the anticipated responsibilities under the Agreement; and

WHEREAS, after learning of Ms. Russell's full-time employment, the Superintendent proposed revising the Agreement and the scope of responsibilities, which Ms. Russell was unwilling to do; and

WHEREAS, by accepting full-time employment elsewhere rendering her unable to perform her responsibilities under the Agreement, Ms. Russell unequivocally repudiated the Agreement – constituting an anticipatory breach of the Agreement; and

WHEREAS, on August 17, 2022, the Superintendent provided written notice to Ms. Russell notifying her of the anticipatory breach and that the Agreement is being terminated; and

WHEREAS, the Board now wishes to determine and declare to terminate the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education of the Richmond Heights Local School District, Richmond Heights, Ohio, that:

<u>Section 1</u>: The Board hereby determines and declares to terminate the Agreement with Ms. Russell.

<u>Section 2</u>: The Board hereby directs the Treasurer to provide written notice to Ms. Russell of the Agreement's termination.

<u>Section 3</u>: It is hereby found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of the Board, and that all deliberations of this Board and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and any amendments thereto.

Roll Call: Ayes – Dr. Turner, Mr. Brown, Mr. Barber, Mrs. Pliodzinskas, and Nneka Slade Jackson. Nays – None.

Motion Carried 5-0.

### **RESOLUTION NO 08-221-2022**

Moved by Dr. Turner, seconded by Mr. Brown, to accept the proposal from Janus Small & Associates to develop, and implement a new 5-year strategic plan while aligning stakeholders with the district's mission, vision, and core beliefs. Three companies submitted proposals. The investment for will be no more than \$35,000 plus no more than \$500 for out of pocket expenses incurred by the facilitator.

Roll Call: Ayes – Dr. Turner, Mr. Brown, Mr. Barber, Mrs. Pliodzinskas, and Nneka Slade Jackson. Nays – None.

Motion Carried 5-0.

### **RESOLUTION NO 08-222-2022**

Moved by Mrs. Pliodzinskas, seconded by Mr. Brown, to approve the following teacher receive a stipend for leading Social Studies curriculum implementation for the district for the 2022/2023 school year. (Paid from SIG Grant funds)

• Noah Delgado \$3,500 (replacing Josh Patty)

Roll Call: Ayes – Mrs. Pliodzinskas, Mr. Brown, Mr. Barber, Nneka Slade Jackson, and Dr. Turner. Nays – None.

Motion Carried 5-0.

### **RESOLUTION NO 08-223-2022**

Moved by Mrs. Pliodzinskas, seconded by Mr. Barber, to approve the following teacher to receive a stipend for leading the Career Readiness Initiatives that were formerly lead by Joy Childress who is no longer with the district. These initiatives include but are not limited to MAGNET, CRT Apprenticeship Program, Summer Interns placement, Manufacturing Certification, etc.

• **Josh Patty** \$5,000

Roll Call: Ayes – Mrs. Pliodzinskas, Mr. Barber, Mr. Brown, Nneka Slade Jackson, and Dr. Turner. Nays – None.

Motion Carried 5-0.

### RECOMMENDATIONS OF THE BOARD

### **RESOLUTION NO 08-224-2022**

Moved by Mrs. Pliodzinskas, seconded by Dr. Turner, to approve the first reading of the following board policy:

• 4220.01 PERFORMANCE BONUS FOR NON-UNIONIZED CLASSIFIED STAFF

Roll Call: Ayes – Mrs. Pliodzinskas, Dr. Turner, Mr. Barber, Mr. Brown, and Nneka Slade Jackson. Nays – None.

Motion Carried 5-0.

### **ADJOURNMENT**

### **RESOLUTION NO 08-225-2022**

Moved by Mr. Brown, seconded by Mr. Barber, to adjourn the meeting at 9:23 p.m.

Roll Call: Ayes - Mr. Brown, Mr. Barber, Mrs. Pliodzinskas, Nneka Slade Jackson, and Dr. Turner.

Nays – None.

Motion Carried 5-0.

Nneka Slade Jackson, President

Cooper Martin, Treasurer

Vision: Richmond Heights is a first choice school district providing an equitable educational environment that promotes safe, respectful, responsible relationships where pride in self, school, and community flourishes

## Ohio Department of Education

# OTES 2.0 Credentialed Teacher Evaluator

08-08-2022

This is to certify that

### Shauntel Lodge

has demonstrated proficiency in completing all necessary training to serve as an evaluator for the Ohio Teacher Evaluation System 2.0 (valid for two years). Note: This credential is established by the Ohio Department of Education and additional training or requirements may be necessary in the future due to legislative and/or policy changes.

The Ohio Department of Education

Jelia Blummere

Julia Simmerer, Senior Executive Director Center for Teaching, Leading and Learning

### 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, 2022, through June 30, 2023:

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 2022-2023 school year per student to and from their home shall be as listed below. The contract will be negotiated annually. Pricing for 2022-2023 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.
  - Driver certification and re-certification will parallel the requirement of school bus drivers.
- 6. Samla 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 Samla 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.

- 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 Ald 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 \$200.00 per day within the district, and \$300.00 per day outside of the district. The daily charge for transporting ride-alone students that do not require a wheelchair shall be \$150.00 per day for students within the district, and \$225.00 per day for students outside of the district.
- 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 shail 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 involced 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	SAMIA TRANSPORTATION INC.
Ву	By Same Hassan Helen
Title	Title
Date	08-16-2022 Date