RICHMOND HEIGHTS LOCAL BOARD OF EDUCATION REGULAR MEETING MINUTES NOVEMBER 15, 2021 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: 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 7:07 p.m. on Monday, November 15, 2021 by President, Nneka Slade Jackson.

The following members answered the roll: Nneka Slade Jackson, Bobby Jordan, Frank Barber, Linda Pliodzinskas, and Dr. Hugh Turner.

Frank Barber exited at 8:58 p.m.

RESOLUTION NO 11-297-2021

Moved by Dr. Turner, seconded by Mr. Barber, to adopt the agenda as amended to move the XIII. Executive Session and the Recommendation of the Board Item #1 after the Treasurer's Report.

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

Motion Carried 5-0.

RESOLUTION NO 11-298-2021

Moved by Mrs. Pliodzinskas, seconded by Mr. Jordan, to approve the minutes of the Regular Session Meeting September 13, 2021; and the Regular Work Session Meeting September 27, 2021; Regular Session Meeting October 11, 2021; and the Regular Work Session Meeting October 25, 2021; pursuant to Board policy 0169.

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

Motion Carried 5-0.

SUPERINTENDENT'S REPORT

General Updates - Dr. Renée Willis

TREASURER'S REPORT

- General Updates Cooper Martin
- Financial Projection Updates

EXECUTIVE SESSION

RESOLUTION NO 11-299-2021

employee or official:

Moved by Mrs. Pliodzinskas, seconded by Mr. Jordan, to enter into executive session at 8:10 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 a public

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.
- 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 <u>C</u>. as listed above.

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

Motion Carried 5-0.

The board reconvened from executive session at 8:54 p.m.

RECOMMENDATION OF THE BOARD

RESOLUTION NO 11-300-2021

Moved by Dr. Turner, seconded by Mr. Jordan, to engage with Vouchers Hurt Ohio as a lead plaintiff in litigation. Vouchers Hurt Ohio is a growing coalition of public school districts that have come together to sue the state over the unconstitutional and harmful private school voucher program.

Roll Call: Ayes -Mr. Jordan, Mr. Barber, Mrs. Pliodzinskas, and Ms. Slade Jackson.

Abstained: Dr. Turner.

Nays - None.

Motion Carried 4-1.

RECOMMENDATIONS OF THE TREASURER

RESOLUTION NO 11-301-2021

Moved by Mrs. Pliodzinskas, seconded by Mr. Jordan, to approve the five (5) year forecast to be submitted to ODE prior to November 30, 2021. (ATTACHMENT #1)

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

Nays - None.

Motion Carried 5-0.

RESOLUTION NO 11-302-2021

Moved by Dr. Turner, seconded by Mrs. Pliodzinskas, to approve new board member, Jacky C. Brown, Sr. to attend the Capital Conference.

Roll Call: Ayes – Dr. Turner, Mrs. Pliodzinskas, Mr. Barber, Mr. Jordan, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

Frank Barber exited at 8:58 p.m.

RESOLUTION NO 11-303-2021

Moved by Mrs. Pliodzinskas, seconded by Mr. Jordan, to accept the following donation of funds as gifts

• 1-888-OhioComp, Seventy-five (75) \$10.00 Gift Card for needy families in the District

Roll Call: Ayes - Mrs. Pliodzinskas, Mr. Jordan, Ms. Slade Jackson, and Dr. Turner.

Nays – None.

Motion Carried 4-0.

RECOMMENDATIONS OF THE SUPERINTENDENT

CERTIFIED:

RESOLUTION NO 11-304-2021

Moved by Mrs. Pliodzinskas, seconded by Dr. Turner, to approve the **sick leave transfer** from ESC of Northeast Ohio for **Nichole McWilliams**. She has a remaining balance of 19.50 hours.

Roll Call: Ayes – Mrs. Pliodzinskas, Dr. Turner, Mr. Jordan, and Ms. Slade Jackson.

Nays – None.

Motion Carried 4-0.

RESOLUTION NO 11-305-2021

Moved by Dr. Turner, seconded by Mr. Jordan to approve that the following personnel be moved from substitute salary to BA, Step 0, on the teacher salary schedule per the Board Policy, given that he has been employed as a long term substitute for more than sixty (60) days of service in the same position.

• **Dr. David Thomas**, Vocal Music Substitute Teacher, \$26,725.30, effective November 17, 2021.

Roll Call: Ayes – Dr. Turner, Mr. Jordan, Mrs. Pliodzinskas, and Ms. Slade Jackson.

Nays - None.

Motion Carried 4-0

RESOLUTION NO 11-306-2021

Moved by Mrs. Pliodzinskas, seconded by Mr. Jordan, to employ the following certified personnel as a casual, day-to-day **substitute teacher**, at the Board-approved rate of compensation, effective for the 2021-2022 school year, pursuant to Board Policy 3120.04, pending completion of their personnel file.

• Adrianne Paul

Roll Call: Ayes – Mrs. Pliodzinskas, Mr. Jordan, Ms. Slade Jackson, and Dr. Turner.

Nays – None.

Motion Carried 4-0.

CLASSIFIED:

RESOLUTION NO 11-307-2021

Moved by Mrs. Pliodzinskas, seconded by Mr. Jordan, to approve the following **unpaid leave** due to the exhaustion of sick leave.

• Chauncey Berry, Non-Instructional Aide - Cafeteria, 2 days, on payroll dated 12/1/2021

Roll Call: Ayes – Mrs. Pliodzinskas, Mr. Jordan, Ms. Slade Jackson, and Dr. Turner.

Navs – None.

Motion Carried 4-0.

NEW BUSINESS:

RESOLUTION NO 11-308-2021

Moved by Mrs. Pliodzinskas, seconded by Dr. Turner, to approve the agreement between **Assist Services, Inc.** and RHLSD to provide transportation for special needs students on a case by case basis for the 2021-2022 school year, at a rate of \$26.00 for one way and a \$2.50/mile after five (5) miles, effective October 15, 2021 through August 1, 2022. (ATTACHMENT #2)

Roll Call: Ayes – Mrs. Pliodzinskas, Dr. Turner, Mr. Jordan, and Ms. Slade Jackson. Nays – None.

Motion Carried 4-0.

RESOLUTION NO 11-309-2021

Moved by Dr. Turner, seconded by Mr. Jordan, to approve the agreement between **Hogan Transportation** and RHLSD to provide transportation for special needs students on a case by case basis for the 2021-2022 school year, effective from August 1, 2021 through July 31, 2022, at a rate of \$182.00/round trip per student. The price for an Aide/Monitor is \$70.00/round trip. (ATTACHMENT #3)

Roll Call: Ayes – Dr. Turner, Mr. Jordan, Mrs. Pliodzinskas, and Ms. Slade Jackson. Nays – None.

Motion Carried 4-0.

RESOLUTION NO 11-310-2021

Moved by Mr. Jordan, seconded by Dr. Turner, to approve the agreement between **Samia Transportation** and RHLSD to provide transportation for special needs students on a case by case basis for the 2021-2022 school year, effective from July 1, 2021 through June 30, 2022, at a rate of \$180.00/day per student. The price for an Aide/Monitor will not exceed \$50.00/day. (ATTACHMENT #4)

Roll Call: Ayes – Mr. Jordan, Dr. Turner, Mrs. Pliodzinskas, and Ms. Slade Jackson. Nays – None.

Motion Carried 4-0.

RESOLUTION NO 11-311-2021

Moved by Mrs. Pliodzinskas, seconded by Mr. Jordan, to approve the agreement between **The Stepping Stones Group LLC** and RHLSD for school psychology support at a rate of \$80.00/hr. (ATTACHMENT #5)

Roll Call: Ayes – Mrs. Pliodzinskas, Mr. Jordan, Ms. Slade Jackson, and Dr. Turner. Nays – None.

Motion Carried 4-0.

RESOLUTION NO 11-312-2021

Moved by Dr. Turner, seconded by Mrs. Pliodzinskas, to approve the overnight **college/culture tour** to Central State University, Wright State University, University of Cincinnati, and Ohio University from November 22-23, 2021. The staff attending are Jasmine King, Candice Meintel, Ronald Barnes, and Michael Simpson.

(ATTACHMENT #6)

Roll Call: Ayes – Dr. Turner, Mrs. Pliodzinskas, Mr. Jordan, and Ms. Slade Jackson. Nays – None.

Motion Carried 4-0.

RESOLUTION NO 11-313-2021

Moved by Mrs. Pliodzinskas, seconded by Mr. Jordan, to approve the following personnel under a one-year limited supplemental contract for the 2021-2022 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.

Mentor/ Facilitator (Resident Educator) Non-tiered payment

• Davida Brock -Year 3 Facilitator for LeShonda Marshall, \$500.00

Roll Call: Ayes – Mrs. Pliodzinskas, Mr. Jordan, Ms. Slade Jackson, and Dr. Turner. Nays – None.

Motion Carried 4-0.

RESOLUTION NO 11-314-2021

Moved by Mrs. Pliodzinskas, seconded by Dr. Turner, to approve the following personnel under a one-year Limited Pupil Activity contract for the 2021-2022 school year for the position and at the rate of compensation listed below, pursuant to §ORC 3319.08 and the RHEA Negotiated Agreement, pending total completion of his personnel file. During the remainder of the 2021-2022 school year the head coach will begin to recruit players in order to resurrect the football program. He will also begin workouts and training sessions with the newly recruited boys in order to be ready to re-enter the CVC in the fall of 2022.

• Cordale Scott, Head Football Coach, 15%, \$6,338.70

Roll Call: Ayes – Mrs. Pliodzinskas, Dr. Turner, Mr. Jordan, and Ms. Slade Jackson. Nays – None.

Motion Carried 4-0.

RESOLUTION NO 11-315-2021

Moved by Mr. Jordan, seconded by Mrs. Pliodzinskas, to introduce the following resolution and move its passage:

EMPLOYMENT OF SUBSTITUTE TEACHERS

WHEREAS, the Richmond Heights Local School District Board of Education ("Board of Education") anticipates that the District may experience difficulty obtaining substitute teachers during the 2021-2022 school year amidst the ongoing COVID-19 pandemic; and

WHEREAS, pursuant to authority granted in Section 4 of Senate Bill 1, which was enacted by the 134th General Assembly and became effective as an emergency measure on October 28, 2021, the Board of Education may establish its own education requirements for individuals to serve as substitute teachers in the District during the 2021-2022 school year; and

WHEREAS, the Board of Education desires to temporarily adopt modified education requirements for substitute teachers in accordance with the law during the current school year as a measure to help ensure availability of a sufficient number of substitute teachers.

NOW THEREFORE, be it resolved by the Richmond Heights Local School District Board of Education as follows:

SECTION I

The Board of Education temporarily authorizes the employment of substitute teachers who do not hold post-secondary degrees, as is otherwise required pursuant to Ohio law and regulations, including Ohio Revised Code 3319.226 and 3319.30, Ohio Administrative Code Section 3301-23-44, and/or Board Policy 3120.04 - Employment of Substitutes, during the 2021-2022 school year. In addition to fulfilling the educational requirements adopted by the Board of Education, an individual must be of good moral character and must have completed all required criminal background checks, as well as obtained a valid non-renewable temporary substitute teaching license issued by the Ohio Department of Education to serve as a substitute teacher in the District.

SECTION II

It is found and determined that all formal action of this Board concerning or related to the adoption of this Resolution was adopted in an open meeting of this Board, and all deliberations of this Board and any of its committees that resulted in such formal actions were adopted in meetings open to the public, in compliance with all applicable requirements of the Ohio Revised Code.

Roll Call: Ayes – Mr. Jordan, Mrs. Pliodzinskas, Ms. Slade Jackson, and Dr. Turner. Nays – None.

Motion Carried 4-0.

ADJOURNMENT

RESOLUTION NO 11-316-2021

Moved by Mr. Jordan, seconded by Dr. Turner, to adjourn the meeting at 9:20 p.m.

Roll Call: Ayes – Mrs. Pliodzinskas, Dr. Turner, Mr. Jordan, and Ms. Slade Jackson.

Nays – None.

Motion Carried 4-0.

Nneka Slade Jackson, President

Cooper Martin, Treasurer

Richmond Heights Local School District

Five Year Forecast

	Actual FORECASTED					
Fiscal Year:	2021	2022	2023	2024	2025	2026
Revenue:						
1.010 - General Property Tax (Real Estate)	10,131,336	10,579,124	10,523,454	10,532,424	10,595,378	10,827,921
1.020 - Public Utility Personal Property	362,848	379,031	392,657	406,283	419,909	433,535
1.030 - Income Tax	- 1	-		-	-	-
1.035 - Unrestricted Grants-in-Aid	1,670,632	501,931	938.492	871,234	854,005	789,420
1.040 - Restricted Grants-in-Aid	202,369	172,868	234,260	387,889	476,656	591,740
1.050 - Property Tax Allocation	1,361,519	1,382,813	1,393,033	1,395,984	1,404,011	1,411,598
1.060 - All Other Operating Revenues	711,133	610,366	610,366	610,366	610,366	610,366
1.070 - Total Revenue	14,439,838	13,626,133	14,092,262	14,204,180	14,360,325	14,664,580
Other Financing Sources:						
2.010 - Proceeds from Sale of Notes	-	- 1	- 1	- [-	-
2.020 - State Emergency Loans and Adv	-	-	-	-	-	-
2.040 - Operating Transfers-In	-	-	-	-	-	-
2.050 - Advances-In	363,939	363,939	363,939	363,939	363,939	363,939
2.060 - All Other Financing Sources	162,067	167,136	167,136	167,136	167,136	167,136
2.070 - Total Other Financing Sources	526,006	531,075	531,075	531,075	531,075	531,075
2.080 - Total Rev & Other Sources	14,965,843	14,157,208	14,623,337	14,735,255	14,891,400	15,195,655
Expenditures:	14,505,045	14,137,200	14,023,337	14,755,255	14,051,400	13,133,033
3.010 - Personnel Services	5,411,972	6,041,811	6,442,479	6,872,473	7,291,906	7,758,144
3.020 - Employee Benefits	2,317,741	2,358,792	2,649,538	2,849,045	3,061,213	3,298,371
3.030 - Purchased Services	4,471,688	3,102,932	3,193,422	3,280,584	3,371,127	3,371,127
3.040 - Supplies and Materials	217,057	434,128	455,782	478,517	502,387	502,387
3.050 - Capital Outlay			901,307	401,307	401,307	401,307
0. 3.50 Bit 10.00 Bit 10.0	283,929 210,513	1,121,307				
Intergovernmental & Debt Service		210,946	210,946	210,946	210,946	210,946
4.300 - Other Objects	209,929	228,828	229,193	229,574	229,971 15,068,857	229,971 15,772,253
4.500 - Total Expenditures	13,122,829	13,498,743	14,082,667	14,322,446	15,006,657	15,772,255
Other Financing Uses	272 112	255 202	255 262	255 202	255 202	255 202
5.010 - Operating Transfers-Out	373,112	255,282	255,282	255,282	255,282	255,282
5.020 - Advances-Out	-	-	- 1	- 1	-	-
5.030 - All Other Financing Uses		-	-	-	-	255 202
5.040 - Total Other Financing Uses	373,112	255,282	255,282	255,282	255,282	255,282
5.050 - Total Exp and Other Financing Uses	13,495,941	13,754,025	14,337,949	14,577,728	15,324,139	16,027,535
6 010 Evenes of Boy Over/Ulader) Eve	1,469,902	403,183	285,389	157,528	(432,739)	(831,880)
6.010 - Excess of Rev Over/(Under) Exp	1,469,902	403,183	203,303	137,328	(432,733)	(831,880)
7.010 - Cash Balance July 1 (No Levies)	2,426,534	3,896,436	4,299,619	4,585,008	4,742,536	4,309,797
7.020 - Cash Balance June 30 (No Levies)	3,896,436	4,299,619	4,585,008	4,742,536	4,309,797	3,477,917
7.020 - Casti balance June 30 (NO Levies)	3,030,430	4,233,013	4,363,000	4,142,330	4,303,131	3,477,517
	1	Reservations				
8.010 - Estimated Encumbrances June 30	225,000	225,000	225,000	225,000	225,000	225,000
9.080 - Reservations Subtotal	-	-	_	-		
10.010 - Fund Bal June 30 for Cert of App	3,671,436	4,074,619	4,360,008	4,517,536	4,084,797	3,252,917
Rev from Replacement/Renewal Levies						
11.010 & 11.020 - Renewal Levies		-	* 1	-	-	-
11.030 - Cumulative Balance of Levies	-	-	-	1-	-	-
12.010 - Fund Bal June 30 for Cert of Obligations	3,671,436	4,074,619	4,360,008	4,517,536	4,084,797	3,252,917
Revenue from New Levies		100				
13.010 & 13.020 - New Levies		-	-	-	-	-8
13.030 - Cumulative Balance of New Levies		-	-	-	-	-
15.010 - Unreserved Fund Balance June 30	3,671,436	4,074,619	4,360,008	4,517,536	4,084,797	3,252,917
	3,671,436	4,074,619	4,360,008	4,517,536	4,084,797	3,252,917

CONTROL I

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AGREEMENT BETWEEN ASSIST SERVICES, INC AND RICHMOND HEIGHTS LOCAL SCHOOLS

1. Effective Date and Duration

This agreement shall become effective on Oct 15, 2021 and remain in place until August 1, 2022, at which time it can be renewed via agreement by both parties.

2. Transportation, Payment and Reporting

Transportation shall be from the student's home to school and from school to home unless otherwise directed by Richmond Heights Local Schools.

Assist Services will submit an invoice to Richmond Heights Local Schools twice monthly on or before the 15^{th and} 30th of each month. The invoice and details below will be submitted to Richmond Heights Local Schools. The invoice detail shall contain the following line items:

- Date of transportation
- Name of student(s) transported
- Pick up and drop off addresses
- Amount billed

The rates for student transportation and any associated fees or contingencies are included in Appendix A. Assist Services will combine students into the same route if requested by the district whenever feasible. Invoices will be payable by no later than 30 days following receipt.

3. Service Requirements

Assist Services certifies to Richmond Heights Local Schools that it has reviewed the driving record and criminal history record or each of its drivers.

Assist Services will monitor the motor vehicle records for each driver transporting a Richmond Heights Local Schools student.

4. Indemnification

CONTRACTOR agrees to defend, indemnify and hold harmless Richmond Heights Local Schools and its officers, agents, and employees for any and all claims, demands, actions, damages, losses and expenses, including attorney fees and costs of litigation, arising out of or relating to CONTRACTOR's performance under this Agreement, including those brought by subcontractors of CONTRACTOR.

5. Insurance Requirements

The CONTRACTOR shall provide insurance coverage and amounts protecting Richmond Heights Local Schools in the amount satisfactory to Richmond Heights Local Schools as outlined in Appendix B.

6. Independent Contractor

CONTRACTOR will be an independent contractor and not an officer, employee, or agent of the Richmond Heights Local Schools. CONTRACTOR is responsible for obtaining all applicable licenses and permits required for performance of this Agreement. CONTRACTOR acknowledges that it has no rights in or under any health, liability or disability, or other insurance policies maintained by Richmond Heights Local Schools, nor to any overtime, vacation, holiday, sick leave, seniority or other benefits. CONTRACTOR further acknowledges that he/she has no right to claim unemployment compensation, worker's compensation, or disability compensation pursuant to this Agreement, or as a result of CONTRACTOR's relationship with the Richmond Heights Local Schools.

7. Termination

Either party may terminate this agreement by providing 30 days written notice.

Each party acknowledges that is has read this agreement and agrees to be bound by its terms and conditions.

Assist Services, Inc	Richmond Heights Local Schools
Jared Henderson, CEO	Title:
Date	Date

Appendix A: Pricing and Fees

Our pricing structure is simple:

- We charge a flat fee of \$26 one way for the first child.
- We charge \$2.50/mile after 5 miles, regardless of number of children in the car.
- We charge a flat \$7.50 fee for each additional child, regardless of pickup or drop off locations (you are only charged once for each mile driven, no matter how many kids ride).

Fuel Surcharge:

In the event that the weekly fuel price is determined to be above \$3.00 per gallon, a fuel surcharge will be permissible. Please state percentage surcharge on proposed base rates: 5%

In the event that weekly average fuel price is <u>below</u> \$3.00 per gallon, the surcharge for fuel will be Zero.

Cancellations:

\$0 if driver is informed before departure from their home. Full price if informed after departure (usually an hour before scheduled pickup is sufficient to avoid charges).

Billing:

Invoices are delivered twice a month by a consistent date agreed upon by your district that fits your administrative needs. Invoices contain line item information on every single route and rider including mileage fees and rider fees. Payment terms are 30 days from invoice date.

Appendix B: Insurance coverage

The Respondent shall be required to maintain and carry in force, for the duration of the contract, insurance coverage of the types and minimum liability as set forth below:

(a) <u>COMMERCIAL GENERAL LIABILITY</u>

Limits:

Bodily Injury & Property Damage (per occurrence) \$1,000,000 Bodily Injury & Property Damage (annual aggregate) \$2,000,000

Medical Payments \$5,000

Sexual Abuse/Molestation Coverage (each occurrence) \$1,000,000

(b) AUTOMOBILE LIABILITY

Respondent shall maintain Auto Liability coverage on a "Symbol 1-Any Automobile" basis including coverage for Non-Owned and Hired Auto Liability providing for injuries to members of the public and damage to property of other arising from the use of motor vehicles. Coverage will be \$1,000,000 per occurrence.

(c) WORKERS' COMPENSATION

This insurance shall protect the Respondent against all claims under applicable State Workers' Compensation Laws. The Respondent shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation Law. The policy limits shall not be less than the following:

Workers' Compensation: Statutory

Employer's Liability:

Bodily Injury by Accident
Bodily Injury by Disease
Bodily Injury by Disease
Bodily Injury by Disease
S500,000 Each Employee

Before entering into contract, the successful Respondent shall furnish to the District Purchasing Office a Certificate of Insurance verifying all of the foregoing coverage.



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 of not the student rides.
 - b. Less than a two (2) day notice from the parent or the District to stop transportation.
 - c. After the 8th 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 10th 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 ROUND TRIP | ONE-WAY | MIles Richmond Heights City School District Lift student in/out district

Walk-On student in district

\$70.00

Alde/Monitor
Alde / Monitor (Nurse) (Not provided by Hogan)
Out of district children going to RH Elem.
Eastwood
Ireland
R Hts to Max Hays
Metzenbaum Center (Chesterland, OH)

Phoenix (from Richmond Heights) Phoenix (from W. 152nd St. (foster) Pep Prentiss

United Cerebral Palsey

108

\$182.00

78

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

			No.

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:

 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.

- 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.
- 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	SAMIA TRANSPORTATION INC.
By	By Syria Hosson
	CEO
Title	Title
	10-28-2021
Date	Date



AGREEMENT

This Agreement is made and entered on October 25th, 2021, by and between The Stepping Stones Group LLC, 2586 Trailridge Drive East, Suite 100, Lafayette, CO 80026 hereinafter referred to as "Contractor" and, Richmond Heights Local Schools, 447 Richmond Road, Richmond Heights, OH 44143, hereinafter referred to as "School District." It is hereby agreed as follows:

SERVICES, RATES AND BILLING: Contractor agrees to provide the services, at the designated rates, as listed in Appendix A to this Agreement.

School District agrees to be billed (except during holidays) by Contractor for no more than 20 hours per week for each of Contractor's employees, unless agreed otherwise. No employee of Contractor will work above 40 hours per week without advanced authorization from both Contractor and the designated supervisor assigned by School District. Any hours worked that are considered overtime by state or federal law will be billed at 150% of bill rate. School District will not be billed during school closures and school holidays.

When Statutory Costs and other employee costs of living increase, Contractor will pass those increases along to School District with no mark-up. School District agrees to pay such increases at the same time as any billed fees pursuant to this Agreement. Statutory Costs include any costs and expenses of Contractor that are associated with Workers Comp, FICA, FUTA, SUTA, and incremental costs associated with the Affordable Care Act (ACA), among others.

TRAVEL TIME & MILEAGE: To the extent applicable, travel between schools will be considered billable time and the mileage will be billed at the current IRS mileage rate. No travel will be billed when work is completed at one site.

PAYMENT TERMS: School District will be billed every two weeks via email and agrees to pay all outstanding invoices within 30 days of receipt. School District agrees and understands that School District is billed on actual hours of service provided by the Contractor's employee, based on the total hours listed on a biweekly timesheet. To ensure billing accuracy and timeliness, School District will complete the Billing Details just above the signature section of this Agreement.

A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by School District will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorneys' fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by School District. If payment of invoices is not current, Contractor may suspend performing further work.



EMPLOYEE BENEFITS AND INSURANCE: Contractor will be responsible for providing all employee benefits and insurance including Workers' Compensation coverage.

NO SOLICITATION: During the term of this Agreement and for a period of two years after the termination of this Agreement, School District agrees not to directly or indirectly contract with, offer employment to or hire any employee of the Contractor assigned to School District or any candidate submitted by Contractor to School District. School District agrees that liquidated damages may be assessed and recovered by Contractor.

CONFIDENTIALITY: School District agrees not to provide the content information of this Agreement to any individual or an entity that may be considered a competitor of the Contractor. School District further agrees not to discuss or disclose any information pertaining to the contents of this Agreement including but not limited to fees/costs, duration and terms, etc. to the Contractor's employee assigned to provide services to the School District. Disclosure of such information to the Contractor's employee will be considered a breach of this Agreement. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients.

Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of School District's confidential information will be imputed to Contractor as a result of any of Contractor's employees having access to such information. The provisions set forth in the foregoing paragraph and this paragraph shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

COOPERATION: School District agrees to cooperate fully and to provide assistance to Contractor in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve any employees of Contractor.

TERMINATION: This Agreement will end on May 26th, 2022 and may continue beyond this period by mutual consent. School District agrees not to terminate the Agreement until the end of the term unless (a) Contractor's employee assigned to School District as a whole is deficient in performance of the services hereunder or (b) any employee of Contractor assigned to School District commits an act of professional or ethical misconduct. School District agrees to notify Contractor of any deficiencies in services or possible ethical or professional conduct as soon as School District becomes aware of such deficiencies or misconduct and further agrees to permit Contractor the opportunity to cure any deficiency or misconduct within thirty (30) days of such notice in lieu of termination of this Agreement. Contractor may terminate this Agreement (i) if School District discontinues operations or (ii) if School District fails to make any payments as required by this Agreement.



INDEMNIFICATION AND LIMITATION OF LIABILITY: To the extent permitted by law, Contractor will defend, indemnify, and hold School District and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from Contractor's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of Contractor or Contractor's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

To the extent permitted by law, School District will defend, indemnify, and hold Contractor and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from School District's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of School District or School District's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

As a condition precedent to indemnification, the party seeking indemnification will inform the other party within ten (10) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

The provisions in this section of the Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

JURISDICTION: This agreement shall be governed by, construed, and is enforceable in accordance with the laws of the State of Ohio. Any action or proceeding relating to or arising out of this Agreement shall be commenced and heard in the State or Federal Court sitting in Ohio. Both parties hereby consent to the jurisdiction and venue of such courts.

GENERAL: No provision of this Agreement may be amended or waived unless agreed to in writing and signed by the parties. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.



Date: October 25th, 2021

Corporate Office 2586 Trailridge Drive East, Suite 100 Lafayette, CO 80026 Ph: 800-337-5965 Fax: 800-822-8287 www.thesteppingstonesgroup.com

Date: _____



Appendix A

The services that may be provided under this Agreement and the corresponding hourly bill rates for each service are listed below:

Specialty

School Psychologist

Hourly Rate

\$80.00 per hour

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5am- Depart from RH School

Day #1 - Central State & Wright State- Bring money for Breakfast & Dinner- lunch will be provided

Day #2 - University of Cincinnati & Ohio University - Bring money for Dinner - lunch will be provided

Breakfast Provided at The Holiday Inn Express- Redbank

Estimate return time Tues. 11/23 10:30 pm

Founded in 1887 30 min. from Dayton- one of over 100 HBCUs hosting over 4 000 students

Selected 9th & 10th graders will be invited to attend


