

**GARFIELD HEIGHTS BOARD OF EDUCATION
GARFIELD HEIGHTS, OHIO**

**RECORD OF PROCEEDINGS
Minutes – Special Board Meeting
December 6, 2012**

The Board of Education of the Garfield Heights City School District met in Special session on Monday, December, 2012 at the Garfield Heights Board of Education Offices, 5640 Briarcliff Drive, Garfield Heights, Ohio 44125 at 12:06 p.m. with Mr. Joseph M. Juby, President of the Board, presiding.

ROLL CALL

Present: Mr. Juby, Mr. Dobies, Mrs. Kitson, Mr. Wolske
Absent: Mrs. Geraci

MOMENT OF SILENT REFLECTION & PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA

Moved by Mr. Dobies seconded by Mrs. Kitson to adopt the agenda as presented.

Ayes: Dobies, Kitson, Wolske, Juby,
Nays: None

EXECUTIVE SESSION

Moved by Mr. Dobies, seconded by Mr. Wolske to enter into executive session at 12:07 P.M. to discuss negotiations and any other matters that may lawfully come before the Board.

Ayes: Dobies, Wolske, Kitson, Juby
Nays: None

Moved by Mr. Dobies, seconded by Mrs. Kitson, to approve Resolution No. 2012-041, a resolution approving the contract with Huffmasters Crisis, LLC per Exhibits "A", A-1, & "B"

Ayes: Dobies, Kitson, Wolske Juby
Nays: None

ANNOUNCEMENT OF NEXT BOARD MEETING


Regular Board Meeting – 6:00 p.m.
Monday, December 17, 2012
Maple Leaf Intermediate School
5764 Turney Road
Garfield Heights, Ohio 44125

Moved by Mr. Dobies, seconded by Mrs. Kitson to adjourn at 1:26 p.m.

Ayes: Dobies, Kitson, W, Juby
Nays: None



President



Treasurer

Resolution No. 2012-041

RESOLUTION TO AUTHORIZE BOARD PRESIDENT TO ENTER INTO CONTRACT WITH HUFFMASTER CRISIS RESPONSE, LLC

WHEREAS, the Garfield Heights School District Board of Education ("Board") recognizes the continuous and uninterrupted operations of schools is in the best interest of our students;

WHEREAS, the Board recognizes there are times when securing labor interruption management services and security management services are critical to protect the Garfield Heights City Schools;

WHEREAS, Huffmaster Crisis Response, LLC is a company with experience providing labor interruption and security management services to Ohio school district boards of education;

WHEREAS, the Board believes after reviewing a current situation that it is in the best interest of our students to secure the services of Huffmaster Crisis Response, LLC.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education of the Garfield Heights City Schools, County of Cuyahoga, State of Ohio, that:

Section 1: The Board authorizes the Board President, Superintendent and Treasurer to enter into the Letter of Agreement dated December 4, 2012, with Huffmaster Crisis Management, LLC that is attached as Exhibit A.

Section 2: The Board authorizes the Board President, Superintendent and Treasurer to enter into an agreement for services with Huffmaster Crisis Management, LLC that is in a form and with terms substantially similar to those contained in Exhibit B. The Board authorizes the Board President, Superintendent and Treasurer to take any and all steps as they deem necessary to ensure the labor interruption management and security management services that will be provided by Huffmaster Crisis Management, LLC are implemented in a manner that minimizes costs and expenses associated with the current situation.

Section 3: It is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Board, and that all deliberations of the Board and any of its committees that resulted in such formal action were in meetings in compliance with all legal requirements, including R.C. §121.22.



December 4, 2012

Garfield Heights City Schools
5640 Briarcliff Drive
Garfield Heights, OH 44125

LETTER OF AGREEMENT

This Agreement authorizes Huffmaster Crisis Response to provide two days (2 days) pre-strike contingency planning/security assessment services for Garfield Heights City Schools in Garfield Heights, Ohio beginning on December 6, 2012.
(Services to be provided by Woodie Goodnight from Huffmaster Crisis Response, LLC).

The fee for this service is \$800.00 per day/ plus expenses

Garfield Heights City Schools agrees to pay invoice within 7 days of billing date.

Garfield Heights City Schools

Huffmaster Crisis Response, LLC

Date

Date



LABOR DISPUTE AGREEMENT

Our Mission Statement

We keep business in business by providing comprehensive, custom business interruption, investigative and security management services to our customers. We are dedicated to leading the industry by consistently exceeding expectations of our customers and employees.

This Agreement is made and entered into this ____ day of _____, 2012 by and between HUFFMASTER CRISIS RESPONSE, LLC, a Michigan Limited Liability Company and ALTERNATIVE WORKFORCE, INC., an Ohio Corporation, with principal offices at 1300 Combermere, Troy, Michigan 48083, hereinafter referred to as “Companies” and , _____ hereinafter referred to as “Client”, for its facility located at _____.

WHEREAS, Companies is engaged in the business of offering labor interruption management services to the public including, but not limited to temporary replacement employees; and

WHEREAS, Client requires the aforementioned services and wishes to retain Companies on the terms and conditions of this Agreement.

NOW, therefore it is mutually agreed as follows:

1. Services

Client hereby retains Companies to provide services with respect to a potential labor action. Companies services to Client may include but not limited to as Client may request (collectively, the “Services”):

- Comprehensive contingency planning
- Pre-strike security surveys
- Temporary replacement personnel

2. Term

Once each person begins to travel to the site or facility, Client shall be obligated to pay 36 hours labor charges for each security, replacement or administrative personnel. Unless otherwise terminated by Client, Companies shall provide the Services until resolution of the labor action. Following resolution of the labor action, Client shall continue to pay Companies personnel fees and expenses until the return of the personnel to their point of origin.

3. Lead Time / One Time Activation Fee

Companies require a minimum of Ten (10) days in order to prepare and deploy personnel. If Client requires personnel in less than Ten (10) days, Companies makes no guarantee that the personnel will be available for deployment, but shall make all reasonable efforts to assign personnel as quickly as possible.

If Agreement is executed at least Ten (10) days before any personnel are deployed, Client shall pay to Companies a non-refundable one-time **Activation Fee** to insure the availability of the personnel.

- \$250.00 per each uniformed person
- \$250.00 per each administrative person
- \$250.00 per each temporary replacement employee
- \$250.00 per each CDL-A Driver

The availability of the personnel will not be guaranteed if payment is not made immediately but Client will remain responsible for the fee.

If Agreement is executed in less than TEN (10) days before any personnel are to be deployed, Client shall pay to Companies a non-refundable one-time **Activation Fee** to insure the availability of the personnel:

- \$250.00 per each uniformed person
- \$250.00 per each administrative person
- \$250.00 per each temporary replacement employee
- \$250.00 per each CDL-A Driver

4. Confirmation to Travel, Guaranteed Stand-By Status and Reporting Time Thereafter

Client must confirm by actual phone conversation followed by an email or fax, by 1200 hours (Noon) **on a date and time to be determined**, with Greg Johnson or Companies that the personnel are to begin to travel so they may report or assemble as agreed in Schedules A and/or Schedule B. Companies will not deploy personnel until written instructions are received.

Greg Johnson

- Cell 248.705.3946
- Office 800.446.1515 x140
- Fax 248.597.7055
- Email g.johnson@huffmaster.com

Client must determine a first possible deployment date that personnel will be prepared to deploy for. Approximately 36 hours prior to that first possible deployment date, Companies will need to notified and given an order to deploy by actual phone conversation followed by an email. Notification dates and times will be outlined in Schedules A and/or B. Companies will not deploy personnel until written instructions are received.

If Client does not instruct Companies to move the personnel for the first possible date they shall be placed on “Guaranteed Stand-By Status” until 1200 hours (Noon) **fourteen (14) days past the original on site date at no additional cost to Client.** “Guaranteed Stand-By Status” means that the personnel will be deployed within 36-hour notice from Client, anytime during that fourteen day period at no additional cost. A charge of \$10.00 per person/per day will be charged for each 24-Hour period thereafter that Client desires the personnel to remain available. Signed notice must be received by Companies to ensure continuance of the Guaranteed Stand-By Status beyond the initial period.

5. Work Schedule

- If deployed for a partial week, Client shall be billed 12 hours per day per non-local personnel and 10 hours per day per local temporary replacement personnel for each day worked. For any full week personnel are deployed, security and non-local personnel shall work a minimum of 12 hours per day, 6 days per week.
- Client shall pay for each shift, or portion thereof, during which Company personnel worked or traveled, at the rates provided on Schedule A and/or B.

- Client understands that it is likely that the Company Site Coordinator will need to work more than 12 hours per shift and that the Company Shift Supervisor and Clinical Managers may, if necessary, extend shifts beyond 12 hours.

6. Hourly Rates

Client shall pay to Companies such sum as is computed in accordance with **Schedule A and/or Schedule B.**

Client shall be billed overtime rates consistent with all State labor laws for any temporary replacement employee hours guaranteed or worked. Security and Administrative Supervision is not subject to overtime.

Double time shall be paid for actual work hours performed on New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day to all personnel.

If any of Companies personnel have begun working their Shift and Client determines that their services are not needed, Client shall be charged a full days billing as detailed in Schedule A and/or Schedule B, for each person, each day, until released by Client.

7. Travel, Housing and Per Diem Costs for all Non-Local Personnel

Client shall pay travel costs, to and from the assignment, as follows:

- By Private Owned Vehicle: **Actual travel time** at the hourly pay rates as set forth in Schedule A and/or Schedule B, plus \$0.60 per mile.
- By Bus or Train: **Actual travel time** at the hourly pay rate set forth in Schedule A and/or Schedule B plus cost of ticket.
- By Rental Vehicle(s): Cost of Rental, plus operational expenses and **actual travel time** at the hourly pay rates as set forth in Schedule A and/or Schedule B.
- By Airplane: Cost of coach airfare, travel agent service fee, baggage fee with **NO** hourly pay rates as set forth in Schedule A and/or Schedule B.
- The cost of any non-refundable airline or accommodation reservation fees not to exceed the sum of \$100.00 per reservation.

These terms apply for transportation at the beginning and the end of this assignment.

For non-local personnel, Client shall pay the actual cost of hotel/motel accommodations, two persons to a room, with a bed for each. Coordinator and Supervisors will require a single occupancy room. Client may arrange such accommodations, Companies may make them in Client's name or if Companies makes the reservation in its name Client shall reimburse Companies.

Client shall pay a Per Diem charge of \$35.00 per person per day for meals, beginning with the day of travel to, and concluding with the day of travel from the facilities for each non-local person assigned to Client who is housed per Schedule A and/or B by reimbursing said amount to Companies.

Client shall pay a 7% administrative charge computed on the actual costs of travel, housing and rental vehicles, if arranged for and paid by Companies.

Client shall be billed transportation charges for rotation of personnel who have been on the job site 45 days or more. This charge will be the actual cost of travel out for the existing personnel and travel in for their replacements.

8. Responsibility for Local Transportation of Personnel

Client shall be responsible for the cost of any local transportation needed to transport the personnel to and from the housing location to Client's jobsite.

9. Charges and Expenses

Client shall pay Companies in accordance with Schedule A and/or Schedule B and shall reimburse Companies for costs and expenses necessarily incurred as provided on Schedule C. Companies shall maintain complete, correct and accurate books and records to document and verify all amounts due under this Agreement. Client may review or audit the books and records of Companies relating to this Agreement at any time during normal business hours, at Companies offices.

10. Standard of Care

Companies shall be solely responsible for selection and supervision of all personnel. Services shall be provided in full compliance with applicable laws and regulations. Temporary replacement personnel shall meet and/or exceed local and state DHS requirements.

11. Disclaimer of Guarantee

It is understood and agreed, Companies is not an insurer, and although the purpose of this Agreement is to provide personnel in an attempt to avoid or minimize certain risks of loss by Client; there is no guarantee by Companies implied or otherwise, that losses to Client will be avoided.

12. Business Insurance

Companies shall furnish at its expense, and keep in full force and effect through the term of this Agreement, the following insurance coverage:

- Workers' Compensation Insurance. As required by the laws and regulations applicable to and covering employees of Companies engaged in the performance of the work under the Agreement.
- Employers Liability Insurance. Protecting Companies against common law liability, in the absence of statutory liability, for employee bodily injury with a limit of not less than \$250,000.00.
- General Liability Insurance. With combined coverage aggregate limits of liability of not less than \$6,000,000.00 bodily injury and property damage.

13. Vehicles and Vehicle Insurance:

- Companies shall require vehicles as set forth in schedule B attached hereto to be used for local transportation in performing services as set forth in this Agreement.
- If any of the vehicles are provided from the Companies fleet, Client shall be billed a daily rental cost of \$125.00 per vehicle plus the actual cost of operation.
- If any vehicles are supplied by a rental agency, Companies shall, purchase the maximum public liability coverage offered and the least amount of property damage deductible from the rental agency for each vehicle. The cost of rental, insurance and operation shall be billed by Companies to Client. Billing may be in the form of estimated daily rates until the rental vehicles are returned and the bill can be adjusted to the actual cost as computed by the rental agency.
- If Client shall contract for the rental of vehicles to be used by employees of Companies in the performance of Companies duties as set forth in this Agreement, Client shall be responsible for all costs of operation, and Client shall provide a minimum of \$1,000,000.00 liability insurance on each vehicle.
- If Client provides its vehicles for use by Companies employees while performing their duties, Client shall be responsible for all costs of operation, and shall maintain a minimum of \$1,000,000.00 liability insurance on each owned vehicle. Client shall provide a Certificate of Insurance to Companies endorsing Companies as a named insured.
- Client shall be liable for any property damage to Client owned vehicles.
- Client shall be liable for any property damage to rental vehicles, if the rental agency Collision Damage Waiver does not cover such damage.

14. Waivers and Indemnity

Client waives any and all rights of recovery against Companies for damages or losses incurred by Client unless such damage or loss was caused by the negligence of Companies personnel supplied by Companies and is directly related to the job duties assigned by Client.

Client shall indemnify and hold Companies or its employees harmless against any and all Claims which result from the negligence or willful misconduct of Client or its non-striking employees.

Client agrees to indemnify and hold Companies, its officer, director, employees and agents harmless from and against any claims, liabilities, obligation, penalties, demand, cause of action, suits, loses, damages, costs and expenses, (including cost of defense, settlement, and reasonable attorney's fees) asserted or alleged by any person, union or collective bargaining unit under the provisions of the National Labor Relations Act or similar provisions under State or Local law, unless such claims, liabilities, obligation, penalties, demands, causes of actions, suits, losses, damages, costs and expenses (including cost of defense, settlement and reasonable attorney's fees) against Companies arise as a result of the negligence of Companies or its employees.

Companies agrees to indemnify and hold Client, its officer, director, employees and agents harmless from and against any claims, liabilities, obligation, penalties, demand, cause of action, suits, loses, damages, costs and expenses, (including cost of defense, settlement, and reasonable attorney's fees) asserted or alleged by any person, union or collective bargaining unit under the provisions of the National Labor Relations Act or similar provisions under State or Local law, unless such claims, liabilities, obligation, penalties, demands, causes of actions, suits, losses, damages, costs and expenses (including cost of defense, settlement and reasonable attorney's fees) against Client arise as a result of the negligence of Client or its employees.

15. Independent Contractor

The parties are independent contractors. This Agreement does not create an employment relationship, partnership or joint venture between the parties or any of their employees, agents or subcontractors. Companies shall be solely responsible for payment of all wages, insurance, taxes, licenses, fees and withholding due to, or with respect to, its officers, directors, employees, agents and subcontractors. Client is not the employer of, and shall have no direct employer related liability to or with respect to, personnel hired or retained by Companies pursuant to this Agreement.

16. Miscellaneous

- Neither party shall be liable for any failure to perform its obligation under this Agreement where such failure is caused by any occurrence, event or other matter, which is beyond the control of such party, including, without limitation, court order, order of Federal, State or Local law enforcement authorities, acts of God, failures or delays in transportation, explosions, sabotage, accidents, riots, civil commotion's, act of war and other similar causes.
- If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the invalid provision.
- This Agreement shall not be assignable by either party except with the prior written consent of the other party.
- Client has the sole responsibility for instructing Companies personnel regarding the use and operation of any particular fire or safety equipment at Client's facilities.
- The provisions of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Michigan regardless of the fact that any one or more of the parties may be or may become located in another State, or that the service may be provided in another state. The state and federal courts shall have exclusive jurisdiction over all claims arising under this agreement. In the event of any dispute under this agreement, the prevailing party shall be entitled to recover all its costs and expenses, including attorney's fees and costs to collect these costs.
- This Agreement, and any other document incorporated herein by reference, may not be modified or altered unless any such modification or alteration is signed by each of the parties hereto.
- Client covenants and agrees that it will not directly or indirectly employ or offer employment to any Companies personnel or any person who has been assigned to Client's facilities under this Agreement.

- If, after the labor action has concluded, Client should need any of the employees of the Companies for the purpose of giving testimony in any type of proceeding, Administrative or Judicial, Client shall be obligated to pay all transportation, housing, Per Diem, and hourly rates as set forth in this Agreement for each such witness.

17. Payment Terms

Client agrees to weekly billings and shall pay it within 7 days of billing date. Delinquent accounts shall be charged a late fee of 1.5% per month, pro rated on entire balance. An account is considered delinquent 7 days after Companies' presentment to Client. If an account becomes delinquent, Client agrees to waive all confidentiality covenants made by Companies to Client, if any, in Companies pursuit of collection of balance due. Companies shall have the option of terminating its services upon 24 hours notice to Client if Client is delinquent. Client will be responsible to pay all costs of terminating services as if it were the normal end of the job.

An Experian credit check will be made to determine if a deposit will be required or if payment terms will need to be modified. To ensure we check the correct entity, please provide Client: D-U-N-S number ____-____-____.

Please also provide the Client accounts payable contact information below for the Companies to coordinate any payment issues with:

A/P Contact person: _____ Phone: ____-____-____ ext: _____

A/P Email address: _____ Fax: ____-____-____

At Company's sole discretion, a deposit representing approximately one full week's contracted service plus expenses including travel out costs may be required. If required, this deposit must be paid prior to the initialization of services, or if services have commenced, as a prerequisite for continuation of services. Company will give Client 72 hours notice if a deposit is due. Any deposit received is applied first to the Client's final weekly billing, second to any other outstanding balance Client owes Company. Any balance due Client after such application of the deposit will be refunded to Client within 72 hours of Company's generation of final weekly billing.

Client agrees to reimburse Companies for all expenses incurred in collection of delinquent accounts including the cost of collecting these costs.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and date shown below.

CLIENT

HUFFMASTER CRISIS RESPONSE, LLC
ALTERNATIVE WORKFORCE, INC.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

SCHEDULE A

Huffmaster shall schedule and have available for assignment the following security personnel:

FULL SECURITY CREW

Daytime:

Nighttime:

Client must issue verbal instructions to deploy the Full Security Crew Personnel by 1200 hours (Noon) on _____ (**notification date**), to Greg Johnson (cell 1-248-705-3946) or Company (1-800-446-1515) so as to enable personnel to arrive at a local hotel within 36 hours and prepared to move on site at Client's request.

Verbal instructions must be accompanied by written instructions to deploy personnel, delivered via fax to 1-248-597-7055 or e-mail to g.johnson@huffmaster.com.

CLIENT

HUFFMASTER CRISIS RESPONSE, LLC

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

SCHEDULE B

Huffmaster shall schedule and have available for assignment the following supervisor and temporary replacement personnel:

Administrative Supervision and/or Daily Transportation:

Temporary Replacement Personnel:

All Temporary Replacement personnel will be billed at an overtime rate of 1.5 times the quoted hourly rate for hours worked or guaranteed in excess of 40 hours per week.

Client must issue verbal instructions to deploy the Full Crew personnel by 1200 hours (Noon) on _____ (**notification date**), to Greg Johnson (cell 1-248-705-3946) or Company (1-800-446-1515) so as to enable personnel to arrive at a local hotel within 36 hours and prepared to move on site at Client's request. *Verbal instructions must be accompanied by written instructions to deploy personnel, delivered via fax to 1-248-597-7055 or e-mail to g.johnson@huffmaster.com.*

CLIENT

ALTERNATIVE WORKFORCE, INC,

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

SCHEDULE C

Companies will require the following equipment to be used for while performing services under this Agreement.

- () **Vehicles**
- () **Cellular Phones or 2-Way UHF Radios**
- () **Video Cameras**

Daily equipment rental costs are as follows:

- Vehicle rental plus the cost of operation
- Cellular phones - \$16.00 per day/per unit
- 2-way UHF radios - \$16.00 per day/per unit plus shipping time and cost of shipping to and from the Facility.
- Companies shall evaluate and advise Client if it is necessary to contract for the use of a repeater tower to support radio communications. If so, Client shall pay the actual cost of such a service.
- Video camera - \$45.00 per day/per unit

If a Company supplied camera or radio is damaged or destroyed by the intentional act of any striker or third party, Client shall pay the cost of repairing or replacing the damaged equipment. Client shall also be responsible for any equipment assigned to Client personnel that is lost, damaged or stolen.

There shall be no charge if client provides the necessary equipment.