

## **AGREEMENT BETWEEN ASSIST SERVICES, LLC AND NORTON CITY SCHOOL DISTRICT**

### **1. Effective Date and Duration**

This agreement shall become effective on Feb 13, 2023 and remain in place until July 31, 2023, 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 Norton City School District.

Assist Services will submit an invoice to Norton City School District twice monthly on or before the 5<sup>th</sup> and 20<sup>th</sup> of each month for work done the previous month. The invoice and details below will be submitted to Norton City School District. 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 Norton City School District that it has reviewed the driving record and criminal history record of each of its drivers.

Assist Services will monitor the motor vehicle records for each driver transporting a Norton City School District student.

### **4. Indemnification**

CONTRACTOR agrees to defend, indemnify and hold harmless Norton City School District 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 Norton City School District in the amount satisfactory to Norton City School District as outlined in Appendix B.

## **6. Independent Contractor**

CONTRACTOR will be an independent contractor and not an officer, employee, or agent of the Norton City School District. 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 Norton City School District, 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 Norton City School District.

## **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, LLC

Norton City School District

\_\_\_\_\_  
Jared Henderson, CEO

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Appendix A: Pricing and Fees**

### **Our pricing structure is simple:**

- We charge a flat fee of \$28 one way for the first child.
- We charge \$2.50/mile after 5 miles; we only charge for miles when a student is in the vehicle.
- We charge a flat \$7.50 fee for each additional child,

**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 below \$3.00 per gallon, the surcharge for fuel will be Zero.

**Cancellations:** \$0 if driver is informed before departure from their home. \$20 if informed after departure (usually an hour before scheduled pickup is sufficient).

**Billing:** Invoices are delivered once 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) COMMERCIAL GENERAL LIABILITY**

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	\$500,000 Each Accident
Bodily Injury by Disease	\$500,000 Policy Limit
Bodily Injury by Disease	\$500,000 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.