

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 15th 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 of 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 it 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 below \$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) 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.