

**AGREEMENT BETWEEN ASSIST SERVICES, LLC AND KC
INTERNATIONAL ACADEMY**

THIS AGREEMENT ("Agreement") is made and entered into as of the 21st day of November, 2022, by and between KC International Academy ("School" or "KC International Academy") 414 Wallace Ave., Kansas City, MO 64125 and Assist Services, LLC ("Assist Services").

WHEREAS, the School has selected Assist Services to provide transportation services for its students; and

WHEREAS, Assist Services desires to provide such transportation services,

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

1. Effective Date and Duration

This agreement shall become effective on November 10, 2022 and remain in place until November 10, 2023, at which time it may be renewed for a period of twelve (12) months by mutual written agreement by the 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 KC INTERNATIONAL ACADEMY.

Assist Services will submit an invoice to KC INTERNATIONAL ACADEMY monthly on or before the first Friday of each month. The invoice and details below will be submitted to KC INTERNATIONAL ACADEMY. 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 School whenever feasible. Invoices will be payable by no later than 30 days following receipt.

3. Service Requirements

Assist Services certifies to KC INTERNATIONAL ACADEMY that it has reviewed the driving record and criminal history record for each of its drivers and that said drivers have passed a background check as is standard for entities providing services to public schools, including, without limitation, a thorough review of the list of registered sex offenders as provided by the County Sheriff's Department, the Federal Bureau of Investigation's criminal history files, the Missouri Highway

Patrol's criminal history database and sexual offender registry, the Family Care Safety registry, or the central registry of child abuse and neglect of the Missouri Children's Division; and any such individual who does not pass such background check as determined by the School in its sole discretion shall not be permitted to provide transportation services or enter the premises of the School or any other School property to work on the services under this Agreement. Assist Services shall be responsible for all costs associated with the performance of background checks.

Further, Assist Services and its employees, agents, and subcontractors shall enforce an alcohol-free, drug-free, tobacco-free, harassment-free, and weapon-free zone while transporting School students and while on any School property.

Assist Services will monitor the motor vehicle records for each driver transporting an KC INTERNATIONAL ACADEMY student.

4. Indemnification

Assist Services agrees to defend, indemnify and hold harmless KC INTERNATIONAL ACADEMY 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 Assist Services' performance under this Agreement, including those brought by subcontractors of Assist Services.

5. Insurance Requirements

Assist Services shall provide insurance coverage and amounts protecting KC INTERNATIONAL ACADEMY in the amount satisfactory to KC INTERNATIONAL ACADEMY as outlined in Appendix B.

6. Independent Contractor

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

7. Termination

Either party may terminate this agreement for any reason by providing 30 days' written notice to the other party.

Each party acknowledges that it has read this agreement and agrees to be bound

by its terms and conditions.


8. Venue and Governing Law

This Agreement shall be governed by the laws of the State of Missouri, with proper venue in the Circuit Court of Jackson County, Missouri, or the United States District Court for the Western District of Missouri, whichever applicable.

Assist Services, LLC

KC INTERNATIONAL ACADEMY

Jared Henderson, CEO

Superintendent 
Title:

Date

11-29-22

Date

Appendix A: Pricing and Fees

Our pricing structure is simple:

- We charge a flat fee of \$28 one way for the first child in a vehicle.
- We charge \$2.50/mile after 5 miles.
- 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. Full price if informed after departure (usually an hour before scheduled pickup is sufficient to avoid charges).

Billing: Invoices are delivered once a month by a consistent date agreed upon by the School that fits its 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

Assist Services 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	\$1,000,000
(per occurrence) 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

Assist Services 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 Assist Services against all claims under applicable State Workers' Compensation Laws. Assist Services 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 this Agreement, Assist Services shall furnish to the School a Certificate of Insurance verifying all of the foregoing coverage.