

## **AGREEMENT FOR THE PROVISION OF ALTERNATIVE TRANSPORTATION SOLUTIONS**

THIS AGREEMENT FOR THE PROVISION OF ALTERNATIVE TRANSPORTATION SOLUTIONS ("Agreement") is entered into as of August 24, 2020, between Assist Services, Inc. ("Contractor") and The School District of the City of Independence. District No. 30 (the "District"):

WHEREAS, the District is a public school district existing and operating under the laws of the State of Missouri and governed by an elected Board of Education;

WHEREAS, the District is required to provide transportation services to certain students and parents (as required by law in certain situations in which a student may be considered to have special needs, or be homeless) pursuant to federal and state law;

WHEREAS, the District also requires, upon request, for a contractor to transport students to and from school;

WHEREAS, the District advertised a Request for Proposals for Student Transportation Services, "**RFP #2020 TRN-001 Taxi-Cab Student Transportation Services**" ("RFP" or "Request for Proposal") inviting qualified persons or firms to submit proposals for the transportation of certain students and parents, as required by law in situations in which the student may be considered to have special needs, or be homeless as provided under the McKinney-Vento Homeless Assistance Act (42 U.S.C. §§ 11431 - 11435), on an as-needed basis, and by this reference, the Request for Proposal is incorporated herein as if set forth in full;

WHEREAS, Contractor submitted a proposal for providing the District's requested services, a copy of which is attached hereto and incorporated herein as "Exhibit 1"; and

WHEREAS, the District and Contractor desire to enter into an agreement whereby Contractor will provide transportation services to certain students and parents of the District as set forth in more detail herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **1 Contractor's Services**

Contractor shall provide transportation services (sometimes referred to herein as "Services") in and around the District's boundaries for students and, in some circumstances their parents, for all activities as directed by the District. The services will also include transporting the District's students across state lines to locations within the State of Kansas as needed.

At all times, Contractor shall operate and maintain Contractor's vehicles in accordance with all existing federal, state, and municipal laws, as well as all ordinances and regulations that apply

to public school district transportation including, but not limited to, 5 CSR§ 30-261.010 which provides the requirements for school buses, and 5 CSR§ 30-261.045, which provides the requirements for transportation of students in vehicles other than school buses.

The District shall have the right at anytime to inspect any vehicles and/or equipment for purposes of ensuring Contractor's compliance with the terms of this Agreement.

District and Contractor will meet at least once monthly to review and report on utilization, billing status, and driving performance, and solicit feedback from the District on performance, service issues, and overall relationship. The District may request that the monthly meetings be discontinued at its discretion.

Contractor shall comply with all regulations, requirements, and licensing of the Missouri Intrastate Operating Authority and MoDOT Motor Carrier Services, and upon request shall provide to the District for inspection all vehicles, vehicle records, employee training records, and employee background checks.

Contractor, and any drivers employed or retained by Contractor, shall pass drug screenings and maintain a valid Class E operator permit with an "S" endorsement. Contractor, and any drivers employed or retained by Contractor, shall be fully and properly licensed in accordance with RSMo. § 307.272, and 5 C.S.R. § 30-261.010(2)(A). Failure to comply with the requirements of this paragraph shall be cause for immediate termination of this Agreement.

**2. Term**

The initial term of this Agreement shall commence on August 24, 2020, and end on July 31, 2021. At the end of the initial term, this Agreement will be automatically renewed for successive twelve (12) month periods (each a "Renewal Term") on the same terms and conditions unless either party provides the other with not less than thirty (30) days prior written notice that the Agreement should terminate at the end of its then-current term. In addition, either party may terminate this Agreement with thirty (30) days written notice to the other party.

**3. Fees for Service**

Contractor shall be paid the agreed sum based on fees outlined in Appendix 1, which is attached hereto and incorporated herein by this reference. Contractor shall invoice the District for the provision of the Services monthly and shall be paid therefore within forty-five (45) days after the District's receipt of Contractor's invoice for the provision of the Services for the relevant month. Any payment not received by Contractor within said forty-five (45) day period shall accrue interest at the lesser of (a) the rate of one and one-half percent per month or (b) the maximum rate allowed by law, commencing with the date of the invoice until payment is received by Contractor.

**4. Vehicles**

As part of its Services and for the compensation set forth in this Agreement, Contractor agrees to provide all vehicles (the "Vehicles") necessary to lawfully address the transportation requirements of the District. The District requires that all such Vehicles shall fully comply with all federal, state, and municipal laws, as well as all ordinances and regulations that apply to public school district transportation, including but not limited to 5 C.S.R. § 30-261.025. Contractor shall be solely responsible for the management and logistical support necessary to provide all Vehicles used in transporting students.

Contractor shall use no vehicles with a rate capacity, as defined by the manufacturer, to carry more than ten (10) passengers, including the driver. The number of passengers, including students and driver, that may be transported at any one (1) time shall be limited to the number the manufacturer suggest as appropriate for that vehicle in accordance with RSMo. § 304.060, or if not posted in the vehicle, then limited to the number of seat belts in the vehicle. Driver and each passenger shall be properly secured with the appropriate restraint system, booster seat, or child safety restraint system for appropriate ages always while the vehicle is in motion.

Motor vehicles shall be licensed according to law and display a current state safety inspection sticker no older than twelve (12) months.

#### **5. Contractor Personnel and Responsibilities**

As part of its Services and for the compensation set forth in this Agreement, Contractor shall provide qualified and properly licensed personnel who are fully and properly licensed in accordance with RSMo. § 302.272 and 5 C.S.R. § 30-261.010(2)(A); who pass drug screenings and have Class E operator permits with an "S" endorsement; who comply with all existing federal, state, and municipal laws, as well as all ordinances and regulations that apply to public school district transportation; and who are deemed appropriate by Contractor to provide the Services.

Contractor shall investigate all complaints of improper conduct on the part of any driver and will report the complaint and the results of the investigation to the District. No person will be permitted to transport students upon reason to believe that such person has engaged in any improper conduct.

Contractor shall take reasonable steps to prevent its employees from exposing any student to the impropriety of word or conduct. Contractor shall not permit its drivers to smoke on or near Vehicles or on District property, to drink any intoxicating beverage, or be under the influence of any illegal drugs or alcohol while operating any vehicle.

Contractor shall immediately notify the District of any arrests, charges, pleas, convictions, sentences, or any suspected imposition of sentence, regardless of where such arrest, charge, plea, conviction, sentence, or suspended imposition of sentence took place, including traffic violations, regarding Contractor or any driver employed or retained by Contractor.

Contractor, and any drivers employed or retained by Contractor, shall be subjected to regular background checks and regular traffic monitoring of traffic records, at the discretion of the District. A report that, in the judgment of the District, is unsatisfactory shall be cause for immediate termination of this Agreement.

Contractor will require its drivers to have training related to the best practices and safe behavior methods that focus on prevention (e.g. Crisis Prevention Intervention (CPI) or MANDT). If other training is provided by Contractor, it may be considered but must be approved by the District to comply with Contractor's requirement under this paragraph.

Contractor, and any drivers employed or retained by Contractor, shall submit to a physical examination by a licensed medical examiner no more than ninety (90) days before the first day of the school year, and shall present to the District a signed physical examination certificate that they, in the medical examiner's judgment, meet or exceed the physical health requirements of RSMo. § 302.272. Contractor and any drivers employed or retained by Contractor must meet this requirement annually (5 CSR 30-261.010(2)).

At District's request, Contractor shall replace any person in his or her employment, or who is providing Services, that the District believes is not providing services to the District's satisfaction. Contractor shall notify the District immediately of any complaints received about its employees or independent contractors.

Contractor shall present for inspection at least every six (6) months, or at the District's request, all vehicles, vehicle records, employee training records, and employee background checks.

The Contractor shall also be qualified and certified to provide transportation for Early Education, Preschool, and Pre-Kindergarten students. When necessary to legally and safely transport students, Contractor will also provide all child booster seats and child passenger restraint systems, as specified in RSMo. § 307.179 and the Federal Motor Vehicle Safety Standards set forth in 49 C.F.R. 571.213. All drivers transporting Early Education, Preschool, and Pre-Kindergarten students will be trained and instructed on the appropriate techniques in safely securing children in child booster seats and child passenger restraint systems.

The District is not responsible for any damage to any of Contractor's equipment that is damaged, stolen, or destroyed.

Contractor shall maintain adequate records, including a record of students transported and miles driven each day, and the District shall have access to those records at any time upon request.

Contractor, and any drivers employed or retained by Contractor, shall make every effort to maintain maximum efficiency to State of Missouri guidelines.

## **6. Contractor Insurance**

Contractor shall obtain and maintain in full force and effect during the term of this Agreement, and at no cost to the District, general liability and automobile (common carrier) insurance issued by insurance companies authorized to do business in the state with minimum limits of the greater of Two Million Dollars {\$2,000,000), per single occurrence or the maximum legal liability limits set forth in RSMo. § 537.610. Said insurance coverage will specifically cover claims of physical or sexual abuse against students. The District shall be named as an additional insured of the policy or policies and shall be furnished with a certificate of insurance {COi). The District shall be notified at least thirty (30) days prior to the cancellation of any such policy or policies (except ten {10) days prior notice is required for cancellation for non-payment of premium).

**7. Background Checks**

Contractor shall require each employee and independent contractor who provides Services to undergo complete fingerprinting, criminal background, and child abuse/neglect screenings in accordance with RS Mo. § 168.133, the District's Board Policies and the requirements of the Missouri Department of Elementary and Secondary Education. Contractor will report the results of these background checks and screenings to the District and only if such results are satisfactory to the District shall Contractor allow any employee, agent, contractor, or subcontractor to provide Services under the Agreement.

**8. Health and Safety (Tuberculosis Testing)**

To the extent required under applicable law, rule or regulation applicable to the provision of Services being provided by Contractor's drivers, Contractor shall require each Contractor personnel or independent contractor driver who may come in contact with student(s) to provide verification of having been tested for tuberculosis {TB) and cleared to work with students, as evidenced by a state-licensed medical doctor's signature. As a service to the District, Contractor will maintain a copy of said verifications.

**9. Drug and Alcohol Testing**

All of Contractor's employees and other individuals who may come in contact with student(s) shall be subjected to pre-employment, just cause, and on-going random drug and alcohol testing, Contractor agrees to immediately dismiss any employee who tests positive for drug or alcohol.

**10. Assignment of Contractor's Rights**

Except as it relates to the entering into of contracts with independent contractor drivers to provide Services, Contractor shall have no right to assign its rights or obligations under this Agreement without prior approval of the District.

**11. Indemnity of the District**

To the fullest extent not prohibited by law, Contractor hereby agrees to defend, indemnify and hold the District, its Board Members, insurers, employees, agents, officers and assigns, free and harmless from and against all claims, causes of action, liabilities, damages, expenses, and costs (including, but not limited to, attorney fees and court costs) arising out of (a) any injury to any

person or property sustained by the District and/or Contractor and/or any student(s), in connection with the provision of the Services provided under this Agreement, and (b) for any injury to any person or property sustained which is caused or alleged to be caused by any act, neglect, fault or omission on the part of Contractor or its agents, affiliates or independent contractors in connection with the provision of the Services, whether or not said injury or damage occurs on or off District property.

**12. Independent Contractor**

In providing the management and logistical support necessary to provide the Services, Contractor shall be and act as an independent contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of the District. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. Contractor understands and agrees that as an independent contractor, it will not be eligible to participate in any benefits or privileges given or extended by the District to its employees. Contractor shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any interest, penalties, or other sums due thereon and shall defend, indemnify, and hold the District, its Board Members, Officers, insurers, employees and agents free and harmless therefrom.

**13. Non-Solicitation**

The District agrees during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement that it will not, directly or indirectly, or by acting in concert with others, employ, attempt to employ, or solicit for employment, any employee, independent contractor or a person who has performed services for Contractor at any time during the term of this Agreement.

**14. Notices**

All notices or other communication required or permitted hereunder shall be in writing, and shall be personally delivered (including using professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile or email transmission followed by delivery of a "hard" copy, and shall be deemed received upon the date of receipt thereof.

To District: Dr. Dale Herl, Superintendent  
Independence School District  
201 N. Forest Avenue  
Independence, MO 64050  
Phone: (816) 521-5300  
Email: [dale\\_herl@isdschools.org](mailto:dale_herl@isdschools.org)

and

J. Drew Marriott, Esq.  
EdCounsel, LLC  
201 N. Forest Avenue, Suite 201  
(816) 252-9000  
[dmarriott@edcounsel.law](mailto:dmarriott@edcounsel.law)

To Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

**15. Entire Agreement**

This Agreement, the Request for Proposal, Contractor's proposal, and any other exhibits and appendices to this Agreement, constitutes the entire agreement between the parties concerning the provision of the Services, and this Agreement may not be amended except by a writing signed by each of the parties.

**16. Amendments**

This Agreement may be modified, amended, altered, or changed only upon the prior written approval of both parties to the Agreement.

**17. Waivers**

The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.

**18. Attorney Fees**

If either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorney fees granted in a judgment rendered in such action.

**19. Severability**

In the event any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it shall not be affected or impaired.

**20. Further Acts**

Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of this Agreement.

**21. Force Majeure and School Closures.**

If either party is unable to perform any obligation under this Agreement due to an event of Force Majeure, which shall include a national emergency, wars, riots, fires, governmental action, pandemics, civil disturbance, vandalism, or any other cause beyond the party's control, whether in existence now or hereafter, the party shall be excused from performance. Labor strikes and labor disputes will not be considered an event of Force Majeure. When an event of Force Majeure occurs, the District shall be under no obligation to pay Contractor under the terms of this Agreement for the days in which Contractor does not provide Services as required under this Agreement. If the Contractor provides less than all Services to the District on days than it customarily provides under the Agreement, the District shall pay Contractor only for those services actually provided.

**22. Counterparts**

This Agreement may be signed in one (1) or more counterparts, each of which shall constitute an original but all of which together shall be one (1) and the same document.

**23. Compliance with Laws and Policies**

Contractor shall ensure the safety and security of students during pick up and drop off. At all times when transporting children under this Agreement, both parties herein agree to abide by all applicable laws and state regulations including, but not limited to, 5 C.S.R. § 30-261.010, which provides the requirements for the operation of school buses, and 5 C.S.R. § 30-261.045, which provides the requirements for transportation of students in vehicles other than school buses.

Contractor will also comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"), 45 CFR §§ 160 and 164 ("HIPPA Privacy Rule") Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disabilities Education Act, and will defend, indemnify and hold harmless the District for any damages suffered by the District because Contractor failed to do so. While performing services under this Agreement, Contractor and its agents and employees will comply with all applicable Board Policies and Regulations, including policies on prohibiting illegal discrimination and harassment, staff conduct, contact with students, the privacy of student information, and transportation.

**24. Law and Venue**

This Agreement shall be governed by the laws of the State of Missouri. Contractor and the District hereby agree that the venue for any disputes arising under this Agreement shall be the Circuit Court of Jackson County, Missouri, at Independence.

**25. Headings**

The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs.

**26. Facsimile Signature**

For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or telecopier is to be treated as an original document. The



signature of any party thereon, for purposes hereof, is to be considered an original signature, and the documents transmitted are to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or telecopy document is to be re-executed in original form by the parties who executed the facsimile or telecopy document. No party may raise the use of a facsimile machine or telecopier or the fact that a signature was transmitted through the use of a facsimile or telecopier machine as a defense to the enforcement of this Agreement, or any amendment or other document executed in compliance with this paragraph.

**27. Sovereign Immunity**

Nothing in this Agreement shall be considered a waiver of the District's sovereign immunity or governmental immunity, by whatever name, under the laws of the State of Missouri including, but not limited to, under RSMo. § 537.600, et seq.

**28. E-Verify**

Before commencement of work for the District, Contractor shall provide to the District an affidavit and other sufficient documentation to affirm its enrollment and participation in the federal work authorization program. Federal work authorization program means the E-Verify Program maintained and operated by the United States Department of Homeland Security and the Social Security Administration, or any successor program. Provider shall also provide the District with an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

**29. Authority**

The persons executing this Agreement on behalf of the District and on behalf of the Contractor hereby represent and warrant that they are duly authorized to execute this Agreement on behalf of their respective parties.

**[Remainder of page intentionally left blank]**

**DISTRICT**

By: Lance D. Stout

Title: Deputy Superintendent

Signed: 

Date: 10/5/20

**CONTRACTOR - ASSIST SERVICES, LLC**

By: Jared K. Henderson

Title: CEO

Signed: 

Date: 09/04/20

**REQUEST FOR PROPOSALS**

**TAXI CAB STUDENT TRANSPORTATION SERVICES  
IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

**RFP No.  
2020-TRN-001**

**CERTIFICATION FORM**

The School District of the City of Independence, District 30 ("District") will accept separate sealed proposals from qualified persons or firms interested in providing transportation services to students and parents, including as required by law in certain situations in which a student may be considered to have special needs, or be homeless as provided under the McKinney-Vento Homeless Assistance Act (42 U.S.C. §§ 11431 – 11435), on an as-needed basis. Qualified organizations ("Respondent") are invited to submit two (2) copies of a formal proposal as described herein.

**PROPOSAL SHALL BE LABELED**

**"RFP# 2020-TRN-001 TAXI CAB STUDENT TRANSPORTATION SERVICES"**

**AND ADDRESSED TO:**

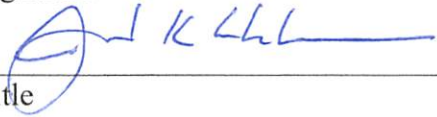
**Independence 30 School District  
Transportation  
Attn: Daryl Huddleston  
900 S Powell Rd  
Independence, MO 64056**

**PROPOSALS MUST BE RECEIVED BY:  
1:00 PM, May 22, 2020**

The District reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal deemed most advantageous to the District.

The undersigned certifies that he/she has the authority to bind the company in an agreement to supply the service in accordance with all terms and conditions specified herein. Please type or print the information below. Respondent is required to complete, sign and return this form with the proposal.

Company Name  
Assist Services  
Address  
1900 N Harrison St.  
City/State/Zip  
Little Rock, AR 72207  
Telephone #                      Fax #  
501.251.4214  
E-mail  
jared@assistservicesonline.com

Authorized Person (Print)  
Jared K. Henderson  
Signature  
  
Title  
CEO  
Date                                      Tax ID #  
5/22/2020                      83-3111108  
Entity Type  
LLC

## Section A: Basic Information

Name of firm: Assist Services

Contact person:

Jared K. Henderson  
501.251.4214  
[jared@assistsonline.com](mailto:jared@assistsonline.com)

1900 N Harrison  
Little Rock, AR  
72207

---

### Overview of firm history

For more than 15 years, Assist Services has been a partner to students, families, caregivers, school districts and state agencies. Our goals are simple: to provide safe, reliable, compassionate and cost-effective transportation services. We focus on transports that are typically the toughest for school districts to handle including McKinney-Vento, children with special mental or emotional needs, students that need to travel at difficult hours and/or those that live outside the district they attend.

Since our founding, we have driven over 4 million safe miles for thousands of children. In so doing, we've evolved from a safe and reliable transportation provider to a mission-driven organization in which every member sees themselves as a crucial service-provider for kids, families, educators and administrators.

In that spirit, we believe our organization offers something distinctive in this proposal. Specifically:

- Drivers that are full employees, not independent contractors; who not only bring safe driving records, but also significant experience working with high-need children.
- A support staff focused on reliable, rapid customer service, who bring not only bring extensive experience in transportation, but also education with special needs populations and general business operations. This allows us to maximize ease and efficiency for educators, transportation personnel and caregivers alike.
- Comparable prices to more basic and transactional services providers.

In conversations all over the country, we hear hardworking people in school districts struggle to balance the reality of limited funding with their desire to provide the best experience possible to some of their highest-need students and families. Our objective is to help you meet both goals while becoming a trusted partner to your district's team and the students you serve.

Thank you for reviewing this proposal. We hope to have the opportunity to work with you and your students in Independence Public Schools.

Section B – Firm Personnel Profile  
Assist Services

**Jared Henderson – Chief Executive Officer**

As the leader of Assist Services, Jared brings more than 20 years of experience in education, operations and business. He has worked directly in public education for high-poverty and special need children in private industry, within state governments, alongside individual school districts and as a national leader in non-profit social enterprise. He holds BA degrees in Computer Science and Physics from the University of Arkansas, an MBA from Harvard Business School and an MPA from Harvard's Kennedy School of Government.

Although responsible for the entire organization, Jared takes personal responsibility for all aspects of this proposal and will personally oversee the execution of a new partnership and with Independence Public Schools until such time that trust is earned and all parties agree that a smooth and successful operation has been established.

**Karla Polk – Director of Operations & Manager of Services to Independence School District**

Over the last 10 years, Karla has built deep experience and a record of success in all aspects of Assist Services' operation. She has personally driven dozens of children, has mapped thousands of routes, and recruited and personally hired hundreds of successful drivers. For the last 5 years, she has managed Assist's daily operations in one of the nation's largest metropolitan areas, directly managing two dozen district and state agency relationships and more than 600 riders a day. The references we have provided have worked directly with Karla and can speak to her outstanding record of reliability, service and integrity. Because our work with Independence would come in our first year working in the metropolitan area, we are re-assigning an experienced manager to ensure that we deliver excellent service on day one.

**Hannah McColleston – Director of Driver Recruitment, Training and Retention**

The character, training and previous experience of our drivers is probably the single most important aspect of our operation. Hannah leads this effort for Assist Services and is responsible for maintaining an outstanding roster of drivers in the Kansas City metropolitan area. Hannah spent the first decade of her career as an educator teaching elementary children and later training educators at all levels in the Mississippi Delta. Her proudest accomplishment during these years was her students achieving 200% of their yearly goal in math and 300% of their yearly goal in literacy. Before joining Assist Services, she left the classroom and moved into supporting and coaching educators in high-poverty communities, eventually building and leading a team responsible for the success of more than 300 educators and 10,000 students in the Mississippi Delta. She is a graduate of the University of Virginia where she earned BA degrees in English Literature and Spanish.

## **Section B – Firm Personnel Profile**

### **Assist Services**

#### **Christy Dwyer – Director of Routing and Driver Support**

Christy has been a critical member of Assist's Driver Support team for over five years. During that time, Christy has mapped thousands of routes for dozens of school districts and state agencies and assisted hundreds of drivers with day-to-day support needs via multiple channels that we use to manage and support our drivers including phone, texting services and in-person assistance.

#### **Audrey Freshwater – Curriculum Design and Training Facilitation**

Audrey supports the design, improvement and delivery of our basic training for drivers on trauma informed care and the relevant aspects of child development. She is the former Early Childhood Education ACEs (Adverse Childhood Experiences) Administrator for Arkansas' Department of Human Services. Prior to that, she was an investigator of child abuse and neglect and for 7 years was the Program Director for Williamson County CASA where she supervised over 100 advocates and over 700 children each year. Through her more than a decade long career as an investigator, working to understand and educate others on attachment and trauma, running a large advocacy program and testifying as an expert in the field she has cultivated a passion for our most vulnerable populations. She received her undergraduate education from Arkansas State University in Jonesboro, AR where she majored in Psychology and Social Work and holds a Master's Degree in Clinical Mental Health Counseling.

## **Section C – Firm Experience, Profile & Contacts Assist Services**

### **Summary of our experience and services offered**

Over the last 5 years, we have driven thousands of children millions of safe miles with an on-time rate of 99%. Our partners have included dozens of school districts and state agencies. Every day, we support school districts to solve a broad array of their most challenging situations including transporting McKinney-Vento children, foster-kids, students with IEPs and/or children with a full-range of mental, emotional and/or behavioral special needs. In addition, we also support districts that need transportation at non-standard hours, long-distances (more than 1 hour of transit one-way) and/or students that live outside their district boundaries.

### **The most important lessons we've learned and how it's affected our operations**

As a transportation provider, we are accountable for and committed to on-time pick-ups and arrivals, rider safety, and transparent, proactive communication with all transportation and caregiving parties. However, our company aspires to provide more than safe, effective and efficient travel services. We believe that all students we transport deserve the very best. Yet we know that many are dealing with extreme economic, personal and/or medical circumstances. Our drivers, when they drive a child daily, can easily spend 100 hours or more transporting a child during a single school year. This makes them a profoundly important presence in the life of that child and it gives us a responsibility to provide more than a safe, on-time ride.

This belief has led us to alter our driver recruitment and training processes over time. Our drivers are selected and our operations are designed to ensure that our people and procedures go beyond basic safety to promote the well-being of children. We require demonstrated experience working with vulnerable populations, and supplement experience with training on basics of trauma-informed care. Finally, we work purposefully to build partnerships with critical stakeholders in the areas we serve including homeless shelters, networks of social workers and other providers of critical services. This fosters trust and perspective that makes us better for children and families, and a more efficient and effective services provider for you.

### **Operations in Missouri and Kansas Public Schools**

We have a long history and a proud record of results that our references will confirm. However, 2020 will be the first year that we serve districts in the Kansas City metropolitan area. We consider ourselves to be more than a transportation company and our standards for quality and student experience are the highest in the industry. As a result, our growth is slow and methodical with a focus on a small number of new partnerships each year that we grow into more strategic, trust-based relationships over time. The Kansas City metropolitan area is one of only three new sites we will launch this year. We're considering your area because of interest we have seen in surrounding districts and because we believe we can offer a superior experience for your team and your students at a competitive cost compared to local alternatives.

## Section D – References

We have only provided three references per the specifications of the application and have selected districts that show a broad range of services delivered and daily/weekly volumes that are comparable to what has been requested in the RFP.

More references will be happily provided upon request.

Gresham Barlow School District  
Contact name: Nancy Singletary  
EMAIL: [singleterry@gresham.k12.or.us](mailto:singleterry@gresham.k12.or.us)  
PHONE: 503-262.4579  
Focus of work: McKinney Vento Transports

Parkrose School District  
Contact name: Teresa Hooper  
EMAIL: [teresa\\_hooper@parkrose.k12.or.us](mailto:teresa_hooper@parkrose.k12.or.us)  
PHONE: 503-408-2149  
Focus of work: McKinney Vento, children with IEP's and/or behavioral needs, autism or sensory issues, and pre-K (and younger) children, out-of-district transportation

Centennial School District  
Contact name: Cathy Rosenthal  
EMAIL: [cathy\\_rosenthal@csd28j.org](mailto:cathy_rosenthal@csd28j.org)  
PHONE: 503-762-3674  
Focus of work: most transports are children with severe autism, sensory challenges or similar issues. Some require extensive safety equipment including 5-point restraints, safety vests and/or dividers, all of which we handle.



## **Section E: Summary and Description / Narrative with Approach to Provide Services Assist Services**

### **A. Familiarity with District**

Education is a profoundly local enterprise with unique aspects from state to state and even district to district. Given that, and because we have not worked with you before, we would approach this new partnership with genuine humility and a readiness to learn fast. At the same time, Assist Services has been doing similar work for more than 15 years with children even younger than the 3 and 4 year-olds in your two early childhood centers. We've driven students with the same behavioral challenges as a student at Truman High School and children with the same special emotional needs as a middle-schooler at Pioneer Ridge.

Beyond that, we also know that this has been an ongoing challenge in the Kansas City region more generally. Your district and surrounding districts collectively transport thousands of McKinney Vento and special needs kids a day spending millions of dollars a year in the process. Yet, we've heard repeatedly from your counterparts in the area (and across the country) that there seems to be an unavoidable tradeoff between the quality of service (for kids and the district) and the cost. As an experienced provider new to your area, we'd like to try and achieve strong results on both fronts – and we believe we can. Finding excellent partners for these services might be more important now than ever as the number of McKinney Vento children is likely to increase, while the budgets of school districts decrease.

### **B. Explanation of Service Provider's chain of command**

For the purposes of this proposal, the district will work primarily with the following three individuals in year one.

Chief Executive Officer - Jared Henderson has final responsibility for all aspects of this proposals delivery and will oversee it personally in the first year of a partnership with your district. He will be available 24/7 and district personnel will be provided with his mobile phone and email upon approval of this contract and can be contacted for any reason. He is the District's primary contact for all overall quality and service issues or financial/billing issues.

Director of Operations – Karla Polk reports directly to Jared, and will be the primary day-to-day manager of all drivers and routes and will be the main point of contact for families, school and/or district administrators that need assistance with existing routes or what to schedule new rides. (Her direct mobile number will be provided as well with contract approval). Karla ensures delivery of daily and weekly routes and manages our bullpen of drivers to ensure backup and/or last-minute needs are addressable. When problems arise, she manages rapid and transparent communication between parents, caregivers, school and/or district personnel as appropriate.

Director of Routing and Driver Support – Christie Dwyer is managed by Karla Polk and handles the logistical and technical details of establishing and administering routes. In addition, she is the first point of contact for drivers with straightforward day to day assistance requests and communicates with them via phone and our TextLine system.

## Section E: Summary and Description / Narrative with Approach to Provide Services Assist Services

### **C. Description of training, curriculum used and certification of staff**

We are proud of the quality of our drivers and their training and support is critical. However, we believe that the best way to ensure quality for children and families is to hire people that already bring proven track records in caregiving, transporting children and acting with integrity more generally.

Therefore, we hire drivers with verifiable experience and demonstrated passion working with high-need individuals; furthermore, before hiring we speak directly with at least two references to confirm to their ability to serve these populations effectively and with integrity. In addition, our interview process tests drivers' instincts and abilities when confronted with challenging yet common issues that arise when transporting children that live in poverty and/or struggle with the implications of traumatic experiences. You're welcome to observe or participate in any aspect of this process to see for yourself.

Nevertheless, we know that initial and ongoing training is essential. We mandate and provide training on all the most basic elements for transporting children including:

1. Defensive driving
2. First aid and CPR
3. Equipment installation and usage training for as needed devices like child-seats and restraints and mandatory items like fire-extinguishers.
4. Mandatory abuse reporting guidelines and warning signs
5. Daily vehicle inspections (safety/mechanical)
6. Daily hygiene routines (cleaning and disinfecting)
7. Professionalism 101: including dress code, appropriate conversation and interaction with students, families, additional caregivers and school district personnel.

In addition, we provide basic-training to all drivers upon hiring and annually on the basics of trauma-informed care and crisis prevention and the responsibilities that come with complying to the Family Educational Rights and Privacy Act. For most of our drivers, these courses are helpful refreshers of previous experiences.

Finally, in addition to all certifications in First-Aid and CPR, our drivers will have required Class E operator permit with and "S" endorsement and will be certified to transport your youngest children as well.

**We welcome members of your team to observe or participate in our interview process or training process at any time.**

## Section E: Summary and Description / Narrative with Approach to Provide Services Assist Services

### **D. Identify background check process used for staff**

We do not hire a driver that we wouldn't trust with our own children. Accordingly, our background check process is rigorous, and is layered on top of the experience and qualification processes we reference in sub-section C directly above. The process includes at least 12 steps in every case (see below). When states and/or districts have additional requirements, we will administer those as well.

1. A criminal background check at the county and state level
2. A multi-jurisdictional criminal database check for the federal level.
3. Review of the National Sexual Offender Public Website
4. Terrorist watch list/prohibited parties check
5. Verification of the name and previous addresses via a social security number trace
6. Verification of the caregiver's eligibility to work in the United States using E-verify
7. Direct interviews with a least two members of Assist Services staff during hiring process
8. Phone references with at least two caregiving related people/organizations
9. Fingerprinting
10. Drug-testing occurs before employment and annually thereafter, at a minimum.
11. Annual physical exams by qualified physicians to confirm drivers' health.
12. Motor vehicle records are reviewed prior to hiring; with real-time updates thereafter.

### **E. Clearly identify role of all involved parties**

#### *Assist Services staff and drivers*

We are responsible for the absolute safety and on-time arrival of children and for our drivers being a positive adult presence in their lives. Once we are entrusted with riders and clear expectations (e.g., schedules) it is our job to design the most efficient routes that attempt to minimize both travel times for kids and overall costs for the district. We also work to build direct lines of communication with family members and caregivers to build trust. This trust in many cases mitigates incidents with children and also has logistical benefits as it helps us avoid no-shows and unnecessary cancellations on the families' end.

Our goal is that the district can focus entirely on other children and issues once we are entrusted with a route. We're willing and able to operate on the days and hours you've specified and can stretch beyond this when needed (and it often is, especially to be ready for any given Monday morning when life happens over the weekend).

Furthermore, it is our responsibility to be proactive and transparent about any challenges we have or anticipate having when offered or executing a route – whether it is specific incidents or more general working issues. Our data systems allow us to track and report every single rider

## Section E: Summary and Description / Narrative with Approach to Provide Services Assist Services

and route each day for safety purposes and for billing purposes. You'll receive an exhaustive line-item report of each trip and rider before the 15<sup>th</sup> of each month with associated costs.

### *District personnel*

We work best with clear expectations in terms of logistics and timing, and must have explicit lists of authorized caregivers that children can be picked up and dropped off with. We also thrive with ongoing feedback (positive and constructive) and as much context about a child and family as you feel comfortable providing. Our operational relationship with districts vary – but we are prepared to handle all aspects of routing and oversight from technology to administration. We also handle all aspects of background checks, record-keeping and reporting as needed. That said, we have some districts that prefer to handle select pieces themselves. We are adaptable to your preference.

### *Families/caregivers*

The most challenging part of this service can often be earning trust and developing strong collaboration with families and other caregivers. We do all we can to promote transparent, proactive and respectful communication at all times and this is what we strive to foster with parents and caregivers that care for our passengers.

## **F. Identify critical or unique issues specific to the contract and approaches used elsewhere**

1. This would be our first time working with your district. In order to build trust and to minimize surprises once rides begin, we are proposing the pilot process that we use with new partners. These steps and deliverable are outlined in Sections G and H immediately below. The timing of these steps can be altered as you see fit, and steps that you do not need/want (e.g., directly observing trainings, participating in driver selection) are optional.
2. In any district, this work can be unpredictable. A car can break down, a driver can wake up sick at 4:30am with an illness and not be able to show up for a 6:30am pickup. On your end, last minute needs can emerge when a family moves unexpectedly into your district or is displaced from a home over the course of a weekend. In all of these cases, the stakes are high as an unserved route means a child falling behind in school, missing meals that are not replaceable at home and/or missing critical treatments or supports. For these reasons, we do all we can to be hyper-responsive to outreach and we always maintain a bullpen of drivers to handle contingencies. This means, concretely, that if we are awarded 20 daily routes, we will strive to maintain at least 24 ready drivers. If we are entrusted with 40 routes, we will work to maintain 48 drivers. This is more costly for us, but we've found that it is imperative for maintaining rapid response times to contingencies and delivering the level of service we promise our partners.

Section E: Summary and Description / Narrative with Approach to Provide Services  
Assist Services

**G. Proposed timeline for delivery of transportation services AND. H. Schedule and detailed approach to District's need**

We are prepared to support at least 15 roundtrips a day by July 15 (we realize your summer needs, particularly in these unique times, might be less – or zero) and up to 40 roundtrips a day by the first day of school (in the absence of better information we are preparing for a ‘normal’ and on-time start to the school year).

Our vehicle fleet is owned by our drivers, but subject to high standards during the hiring process and on-going audits on our end with respect to maintenance and safety, general appearance and cleanliness, inside and out. This system allows us to charge much more sustainable prices to our districts, while at the same time not compromising on quality. Vehicles are sedans or SUV's. While all drivers are verified to possess at minimum, insurance required by state law, Assist Services insurance is primary and comprehensive – meeting the all the specifications outlined in this RFP.

Our vehicles are tracked in-route with a mandatory smart phone app (drivers cannot get paid for a route if they are not signed in), and each vehicle has a fire-extinguisher, first aid kit and, recently given COVID, cleaning supplies and protective gear including masks and, in some cases plastic partitions (we work on a case by case basis with this as it is not always in the best interest of a child).

In the table below, we've outlined a summer process to build familiarity and trust between our organization and to ensure that we surface and address problems as early as possible.

*While we are prepared to honor every milestone in this plan, we also know that certain aspects may not be needed or timing may need to be adjusted per your preferences. That is completely fine. We also know that this work inherently has unpredictable demands and tricky timelines – and we are fine with that. This is not meant to be a rigid plan, but rather a series of options for you and quality commitments from Assist Services.*

Section E: Summary and Description / Narrative with Approach to Provide Services  
 Assist Services

Date	Activities Completed	Objectives
By July 1	Kick-off meeting with Assist and District	1. Intoduction between Assist & District personnel 2. Clarify goals, expectations for summer and fall 3. Build context on known routes and children 4. Outline driver introduction plan and timing 5. District can review Assist handbook and training materials to ensure sufficiency
By July 10th	District can review Assist's Routing Software, Reporting and Billing Formats and Employee Record Systems	Ensure that all available information is present, suitably formatted and that we've agreed upon reporting routines.
By July 15	District can meet first cohort of drivers District can inspect first segment of vehicles	Introduce at least 15 drivers to district to build trust, and to validate our background and quality standards on people and vehicles.
By August 1	District can participate in driver interviews, reference checks and/or training sessions	1. Build confidence with the district that our quality and preparation is outstanding. 2. Identifying any missing elements or improvement opportunities.
By August 5	Share initial routing/driver plans with district	1. Based on known/assigned rides, share with district tactical plans for first day of school including each route path, pick-up and drop off sequences, drivers assigned and costs. 2. Make adjusts as needed based on district feedback.
By August 15	District meets remaining drivers	We are prepared to bring every driver and vehicle to the district office for interview/inspection prior to any service being provided
Ogoing in August	Update and revise routes	1. Make adjustments with district based on routes and children assigned 2. Proactively surface any challenges we see 3. Revise costs transparently as needed
By August 21	Families contacted	1. Drivers speak with families/caregvers assigned 2. First day of school/service plans are set and confrmed
First day of school	Service begins	1. Safe, on-time arrivals 2. Transparent, efficient issue resolution
End of first week of school	30 minute progress review	Identify what's working, what needs improvement and clarify plan going forward
One month after first day of school (recurring)	Progress review and feedback session	1. Ensure best service possilbe 2. Candid discusson of any issues 3. Clarify any new commitments going forward

## Section E: Summary and Description / Narrative with Approach to Provide Services Assist Services

### **H. Process to respond to on-road vehicle breakdowns**

There are three priorities in response to a vehicle breakdown: first, is safety of the children in the car (and right after that, the driver); second is ensuring clear proactive communication and collaboration with all critical parties, third is completing the route as rapidly as safety allows.

Our drivers are trained first and foremost to ensure the safety of their riders. This means getting and themselves to a safe place away from traffic if necessary.

Drivers have a clear and easily accessible card with a list of operations to take. Once safety is established, they get to work. This involves calling Assist to arrange for another car to be sent immediately if necessary and deploying AAA if required. Assist will then call the family and call the district to inform them of the situation and our steps and timeline to resolve it (we can also inform the district via email per your instructions in the RFP). We always maintain a bullpen of drivers for emergencies or contingencies and it is rare that we cannot send another car in short order. Assist will then call the appropriate district/school personnel to inform them of the situation and the new timeline for arrival. Given the special needs of many of our children, and the general importance of schedule and predictability for all children, we've learned how crucial this is. Subject to district policy/preference, we reach out to parents or caregivers to inform them of the situation as well and our steps to resolve.

After the immediate situation is resolved, and within 24 hours of the breakdown, we document the incident, including the steps taken and the ultimate resolution, in a standard form (unless the district has their own) which we share with the district via email for transparency and record-keeping. Finally, the vehicle involved will not be used again unless/until we receive written proof from a qualified mechanic that the problem has been diagnosed and resolved. We share these records with the districts as well upon request.

### **I. Response to vehicle incidents**

Although vehicle incidents (e.g., confrontation between riders) are different than breakdowns, the general priorities are similar: first, is safety of the children in the car (and right after that, the driver); second is ensuring clear proactive communication and collaboration with all critical parties, third is completing the route as rapidly as safety allows, or reaching a shared consensus with district officials and caregivers on an alternative action (e.g., return home).

It is important to state that we take several proactive steps to minimize the number and severity of incidents that occur in the first place. We do this through the backgrounds and temperament of the people we hire, the trauma informed and crisis prevention training we provide and, unless last minute scheduling is prohibitive, through proactive outreach from the driver and our staff to family members and/or critical care givers to understand as much as we can about the child we are driving, what their needs are and what previous issues have been.

In the event of an incident, as with breakdowns, drivers have a clear and easily accessible card with a list of operations in these events and once safety is established, and children are calm,

## **Section E: Summary and Description / Narrative with Approach to Provide Services Assist Services**

they inform Assist staff. Unless impossible or unsafe, they resume/complete the trip. Meanwhile, Assist will call the appropriate district/school personnel to inform them of the situation and the new timeline for arrival. Given the special needs of many of our children, and the general importance of schedule and predictability for all children, we've learned how crucial this is. Subject to district policy/preference, we reach out to parents or caregivers to inform them of the situation as well and our steps to resolve.

After the immediate situation is resolved, and within 24 hours of the event, we document the incident, including the steps taken and the ultimate resolution, in a standard form (unless the district has their own) which we share with the district via email for transparency and record-keeping. As part of this process, we interview the driver to understand the situation, and their actions. If we feel the driver handled the situations appropriately and/or was not a contributing cause to the incident, we will recommend to the district that they continue driving the student, subject to district approval. If we find otherwise, we inform the district promptly and recommend an alternative driver for your review and approval.

### **J. Process of new student arrangements**

1. Director of Operations at Assist receives initial requests via phone call or email from district administrators that are authorized/appointed to schedule new routes.
2. We gather initial information from district including:
  - a. Basic logistics (# of children, pick-up, drop-off locations/times)
  - b. Contact information for family/caregivers and any additional parties
  - c. Any additional context on the child and family (e.g., special equipment needs, any relevant info on previous transportation service history, any guidance on characteristics/background of idea driver)
  - d. We make an initial quote on the price.
  - e. This is input on standard form and shared with district for accuracy and record keeping
3. Within 24 hours from receipt of information:
  - a. We determine driver and inform the district;
  - b. if possible and appropriate, we place the student on an existing route
  - c. Confirm the official price with the district in writing/email
  - d. If we haven't assigned the route within 24 hours, we inform the district of our status
4. Unless instructed otherwise, our driver calls the family immediately after assignment to make introductions, to confirm logistical details and to learn any additional context.
5. Unless the request is short notice (i.e., the night before), we have drivers drive the route prior to pickup to confirm location and timing in order to avoid first time pickup issues (at no cost to district)



**Section E: Summary and Description / Narrative with Approach to Provide Services  
Assist Services**

6. We check in with district and families/caregivers after the first day of any transport to ensure a positive experience and to address any issues.

**K. Employee training process and curriculum**

The training elements outline in Part C of this section (Section E) are fully completed prior to a driver being assigned their first ride. Our support staff complete this as well. Most elements of the training are repeated annually and occur in person to maximize shared learning and to help staff identify and address any issues.

**L. Identification of unique issues related to the services requested**

The most obvious issue is related to the COVID-19 pandemic. In response to this we have made new investments in training (e.g., cleaning procedures and frequencies), equipment (e.g., driver masks and protective dividers where necessary) and supplies (e.g., bulk hand sanitizer, disinfecting wipes) to our standard procedures. We are happy to comply with additional local protocols as necessary to maximize safety.

**M. Process proposed for communications with District staff, School Board and public.**

We are committed to proactive, transparent, clear and simple communication with all stakeholders. We would expect to meet in person once a month at a minimum to share progress and learnings, to exchange constructive feedback and address any emerging issues. More frequent meetings or reporting routines are welcomed if your district prefers them. Beyond that, recognizing that different districts and communities have different expectations and needs on frequency and level of communication beyond transportation and relevant student services professionals (e.g., McKinney Vento liaisons), we are happy to tailor our response to whatever your district requires.

**FORM NO. 1 – COST**

Zone	Tier A	Tier B	Tier C
1	\$ 28	TierA +\$5 per additional child after the first child	TierA +\$5 per additional child after the first child
2	\$ 28	Same as above	Same as above
3	\$ 32	Same as above	Same as above
4	\$ 35	Same as above	Same as above
5	\$ 35 + \$2.10 / mile	Same as above	Same as above

**Our pricing structure is simple: We charge \$2.10 per mile after mile 16, no matter how many kids are riding. We charge a flat \$5 one-way fee for each child in the car after the first child, regardless of pickup or drop off locations.**

- Zone 1: Encompasses student locations up to 4 miles beyond the school location.
- Zone 2: Encompasses student locations up to 8 miles beyond the school location.
- Zone 3: Encompasses student locations up to 12 miles beyond the school location.
- Zone 4: Encompasses student locations up to 16 miles beyond the school location.
- Zone 5: Encompasses student locations up to 16 miles and beyond the school location.

Tier A: Standard one-way rate to/from school/home for the first student along a route or a student with no multi-load opportunities.

Tier B: Discounted rate used for pick-up of additional students and drop off at different locations.

Tier C: Discounted rate used for additional students picked up at the same location and being dropped off at the same location.

**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:** Shall be made no later than one (1) hour before the scheduled pick up. Please state no-run rate that may be billed: \$0 if driver is informed before departure. \$20 if informed after departure (less than 1 hour before pickup).

Section F – Cost

**FORM NO. 2 - EXAMPLE**

*The District Requests each Respondent to provide a written response with anticipated costs concerning the following scenarios:*

**Scenario 1**

Trip 20 miles

1 Student

Pick up Location 456 Oak

Drop Off Location

Truman High School

**Price for Trip \$43.00**

**Scenario 2**

Trip 16 miles

3 Students

Pick Up Location 123 Main Street

Pick Up Location 345 Elm Street

Drop Off Location

Drop Off Location

Pioneer Ridge Middle

Pioneer Ridge Middle

**Price for Trip \$45.00**

**Scenario 3**

Trip 20 miles

3 Students

Pick Up

123 Main Street

Pick Up

345 Elm Street

Pick Up

456 Oak

Drop Off

Drop Off

Drop Off

Truman High School

Pioneer Ridge Middle

Sycamore Hills

**Price for Trip \$53.00**

**Scenario 4**

Trip 16 miles

4 Students

Pick Up 2 Students

123 Main Street

Pick Up 2 Students

345 Elm Street

Drop Off 1 Student

Drop Off 1 Student

Drop Off 2 Students

Sycamore Hills

Southern

Pioneer Ridge

**Price for Trip \$50.00**

## **Section G – Sub-Contractors**

**Assist Services does not use sub-contractors or 1099 workers. All of our drivers are full W-2 employees of our company.**

**This is a strategic decision and investment by our organization to promote superior recruitment and retention of people that have excellent records working with high need children and adults (not only in transportation, but also in caregiving more generally).**

**Section H – Insurance  
Assist Services**

Oberle Risk Strategies, based in Missouri, is our principal insurance broker.

We currently match or exceed all required insurance amounts and specifications listed in your RFP with two exceptions<sup>1</sup>. We are prepared to increase coverage in these two areas upon receiving a contract with the district and have already laid the groundwork to do so with our current providers.

Certificates will be provided upon award of the contract and prior to the requested July 1, 2020 effective date.

---

<sup>1</sup> Annual aggregate coverage for sexual abuse and molestation and our umbrella policy.

**FELONY CONVICTION NOTIFICATION**

The person or business entity that enters into an agreement with District must advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

The District may terminate this agreement with a person or business entity if the District determines that the person or business entity failed to give notice by the next preceding subsection, or misrepresented the conduct resulting in the conviction. The District will compensate the person or business entity for services performed before the termination of the agreement.

By submitting this offer and signing this certificate, this bidder:

- Certifies that the owner/operator has not been convicted of a felony, except as indicated on a separate attachment to this offer, and
- Certifies that no employee who will enter school buildings or potentially have contact with school children has been convicted of any felony or a misdemeanor involving violence or sexual contact or sexual abuse. It shall be the duty of the vendor to conduct the appropriate background checks on its employees and vendor agrees to share this information with the District upon request.

Vendor Name: Assist Services

Vendor Address: 1900 N Harrison St. Little Rock, AR 72207

Vendor E-mail Address: jared@assistservicesonline.com

Vendor Telephone: 501 251 4214 Fax Number: 501-225-3338

Authorized Company Official's Name: Jared K. Henderson  
(Printed)

Signature of Company Official: 


Date: 5/22/2020

**FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM**

Pursuant to RSMo, § 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. Further, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- a) Agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto as Exhibit A and deliver same to the District prior to or contemporaneously with the execution of its contract with the District;
- b) Affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent verified by E-Verify), or to be provided, by your company to the District;
- c) Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) Affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of RSMo, § 285.530, or any regulations issued thereto;
- e) Agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to RSMo, § 285.530, and
- g) Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By:  (signature)

Printed Name and Title: Jared K. Henderson, CEO

For and on behalf of: ASSIST SERVICES (company name)

**FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") AFFIDAVIT**

I, Jared Henderson being of legal age and having been duly sworn upon my oath and state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
2. I am employed by ASSIST SERVICES (hereinafter "Company") and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, the District.

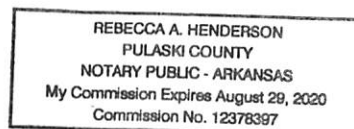
FURTHER AFFIANT SAYETH NOT.

By: [Signature] (individual signature)  
For: ASSIST SERVICES (company name)  
Title: CEO

Subscribed and sworn to before me this 19<sup>th</sup> day of MAY, 2020.

[Signature]  
NOTARY PUBLIC

My commission expires: 08-29-20





## Appendix A: Pricing and Fees

Zone	Tier A	Tier B	TierC
1	\$ 28	Tier A +\$5 per additional child after the first child	Tier A +\$5 per additional child after the first child
2	\$ 28	Same as above	Same as above
3	\$ 32	Same as above	Same as above
4	\$ 35	Same as above	Same as above
5	\$ 35 + \$2.10 / mile	Same as above	Same as above

**Our pricing structure is simple: We charge \$2.10 per mile after mile 16, no matter how many kids are riding. We charge a flat \$5 one-way fee for each child in the car after the first child, regardless of pickup or drop off locations.**

- Zone 1: Encompasses student locations up to 4 miles beyond the school location.
- Zone 2: Encompasses student locations up to 8 miles beyond the school location.
- Zone 3: Encompasses student locations up to 12 miles beyond the school location.
- Zone 4: Encompasses student locations up to 16 miles beyond the school location.
- Zone 5: Encompasses student locations up to 16 miles and beyond the school location.

- Tier A: Standard one-way rate to/from school/home for the first student along a route or a student with no multi-load opportunities.
- Tier B: Discounted rate used for pick-up of additional students and drop off at different locations.
- Tier C: Discounted rate used for additional students picked up at the same location and being dropped off at the same location.

**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:** Shall be made no later than one (1) hour before the scheduled pick up. Please state no-run rate that may be billed: \$0 if driver is informed before departure. \$20 if informed after departure (less than 1 hour before pickup).