Driver Education Agreement

This agreement made and entered into by and between the Montgomery County School System, (hereafter referred to as the "System"); and Marvin Smith Driving School of Stanly County, North Carolina (hereafter referred to as the "Contractor).

1. ***TERM OF AGREEMENT*** – This agreement shall be in full force and effect for the period commencing July 1, 2020 and ending June 30, 2021. The System, at their option and upon negotiations with the Contractor, may renew this agreement. Either party may terminate this Agreement upon Sixty (60) days written notice to the other.
2. ***EQUIPMENT*** – The System shall provide, insure, maintain and repair appropriately equipped vehicles and provide fuel for the behind-the-wheel instruction part of driver education. Vehicles may be used only for driver education purposes. Contractor or his employees may use car for travel to and from their domicile.
3. ***COMPUTER AND PROJECTOR*** – The System shall provide a dedicated laptop computer and portable projector or TV monitor to the Contractor for use in Classroom Instruction. . In the event NC DPI mandates or allows classroom session be taught on line or virtually by computer the system will furnish all necessary up to date equipment, software and training of contractors' employees necessary to conduct such classrooms.
4. ***MONITORING INSTRUCTION*** – The Contractor shall allow an authorized representative of the System to monitor, at reasonable times and places, instruction given in each classroom or vehicle utilized pursuant to this Agreement.
5. ***TEXTBOOKS AND MATERIALS*** – The system agrees to provide all textbooks and materials necessary for curriculum and program to all eligible students. Any damage to textbooks and materials shall be paid for by the responsible student before receiving their N C Driver Education Certificate. The contractor is responsible for inventorying all books and materials.
6. ***COMPLIANCE WITH OTHER REQUIREMENTS*** – The Contractor shall comply and continue to comply, with all applicable requirements of the System, DPI and the NCDMV.
7. ***AFFIRMATIVE ACTION EMPLOYMENT*** – The Contractor shall maintain an affirmative action employment plan satisfactory to the System.
8. ***HOLD HARMLESS*** - The Contractor shall hold harmless from all liability and indemnify the System, its officers and employees against every claim or demand which may be made against the System, its officers or employees or students, resulting from or arising out of the Contractor's operations under this Agreement, except where the sole cause of such injury or damage is the willful act or omission of an officer, employee, agent or student of the System.
9. ***WORKER'S COMPENSATION*** – The Contractor shall maintain such insurance as will protect him from claims under Worker's Compensation Insurance Acts which may arise from activities under this Agreement. The system, upon request, shall be furnished with a certificate of Worker's Compensation insurance and the Contractor agrees to immediately notify System of any lapse in coverage.
10. ***COORDINATION*** – The Contractor will take responsibility for scheduling students, issuing completion certificates, coordinating with the Registrar at each school site and

for both cooperating fully with one another on all issues with regard to the instruction being given to the eligible enrolled students.

11. ***INDEPENDENT CONTRACTOR*** – The Contractor, in the performance of this Agreement shall be and act as an Independent Contractor and its officers, employees and agents shall not be considered officers, employees or agents of the System. As such, the Contractor agrees to provide all manpower necessary to fully perform all aspects of the Driver Education program.
12. ***SCHEDULING OF ELIGIBLE ENROLLED STUDENTS*** – The scheduling of eligible enrolled students by the Contractor and the System for thirty (30) hours class and six (6) hours of behind-the-wheel training per student, shall be offered by the Contractor at times agreeable to the Contractor and System. The behind-the-wheel times may include but are not limited to after school until 9:00 PM, Saturdays from 8:00 AM to 8:00 PM, before the regularly scheduled school day and any other times agreeable to the Contractor, the System and the students. The Driving time is not to exceed two (2) hours in any one-day for any student. Classroom time is restricted to 3 hours per day when school is in session or to 7 hours daily during the summer, vacation days or Saturdays.
13. ***ACCIDENT REPORTS*** – In the event there is an accident involving a student enrolled in this program, or a car operated by the Contractor while performing the obligations under this Agreement, The Contractor shall report said accident immediately to the School principal and coordinator and transportation director. A written report shall be filled with the System within five (5) days.
14. ***PAYMENT PROCEDURE FOR ELIGIBLE STUDENTS*** – The System shall pay the Contractor as full compensation for any and all services rendered by the Contractor pursuant to the terms and conditions of this Agreement at the rate of: $1010.00 for each session of classroom instruction, $168.00 for each student completing behind-the-wheel instruction. Billing will be made to the System twice monthly for either classroom sessions held or behind-the-wheel instruction completed. After negotiation an increase in payment of five percent (5%) will be allowed to the contractor each year on July 1.
15. ***CLASS SIZE*** - Vehicle instruction – Minimum of two (2) students: Maximum of three (3) students. Classroom instruction – Maximum of 35 Students,
16. ***CLASSROOMS*** – The System shall provide adequate classroom space at each school for duration of this agreement.
17. ***INSTRUCTOR QUALIFICATIONS*** – The qualifications of the instructors hired/maintained are to be consistent with the qualifications listed in the General Statutes of NC and according to regulations set forth by the School Bus Traffic Safety Section of the NCDMV for commercial driving schools. All instructors provided by the Contractor will have had a certified criminal background check, be fingerprinted by a County Sheriff for record checks with the NC SBI.
18. ***PROFICIENCY TEST*** – The System will be solely responsible for scheduling and administrating a DPI proficiency examination to students that request to take it.
19. ***ADMINISTRATIVE CODE*** – Whenever amendments are made to Title 16 of the NC Administrative Code both the System and the Contractor are responsible for program modifications necessary to comply with such amendments.

20. ***TRANSPORTING STUDENTS*** – Contractor is not required to transport students to class nor from class to their home.
21. ***PAPERWORK*** – Contractor is solely responsible for turning in all paperwork required of local and/or state authorities in a timely fashion.
22. ***TERMINATION OF FUNDING*** – If the State of North Carolina changes funding of this program the Contractor and System shall renegotiate as necessary. If funding is discontinued then this contract becomes void.

Montgomery County School System

By _____ Date _____

Marvin Smith Driving School

By R. Marvin Smith Date 5/29/20