

SERVICE AGREEMENT

Service Agreement made this ____ day of _____, 2023, between Street Smarts, L.L.C. (hereinafter “Street Smarts”) and Cedar Falls Community School District (hereinafter “CFCSD”).

WITNESSETH:

WHEREAS, Street Smarts is engaged in the business of driver education instruction; and

WHEREAS, CFCSD is seeking the services of an entity to provide Qualified Driver Education Instruction to its students; and

WHEREAS, Street Smarts and CFCSD desire to enter into a Service Agreement on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants herein contained, the parties hereto, agree as follows:

1. **Obligation.** The parties shall have the following obligations under this Agreement:
 - a. **CFCSD Obligations:**
 1. CFCSD shall make available suitable advertising and promotional venues for Street Smarts to promote its driver education program to the student as well as advertising job opportunities to district staff.
 2. CFCSD will be responsible for payment of all Free Student and Reduced Student fees related to the driver education course.
 3. CFCSD shall make available parking for Street Smarts vehicles at the school parking lot where classes take place if needed
 - b. **Street Smarts' Obligations.**
 1. Streets Smarts shall provide qualified driver education instruction (Instruction) for such students enrolled at CFCSD as elect to enroll in course of Instruction. Qualified Driver Education Instruction means a course of instruction necessary to enable students to obtain an Iowa driver's license if the students successfully pass the course of instruction and the driver's test administered by the State of Iowa.
 2. Street Smarts shall provide the necessary instructors and vehicles for such Instruction.
 3. Instruction can take place outside or during normal school hours, and at times mutually agreed upon by both parties.
 4. Street Smarts shall provide instructors who are properly licensed or certified, who will comply with reasonable rules established by CFCSD for proper decorum in the classroom and who will not behave in a manner detrimental to the health, safety and spiritual well-being of the students.

5. Street Smarts will be responsible for collection all fees related to the driver education course. Excluding fees for Reduced Student(s).
2. Term. The duration of this contract shall be August 1st 2023 to July 31st 2026, Street Smarts shall be obligated to provide classes each year to meet the demands of students wishing to receive instruction.
3. Compensation. Street Smarts shall be compensated on a per student basis. Street Smarts will be obligated in the collection of the fees due from students and CFCSD Schools.

School Year	3-Year Contract	2-Year Contract School Pays
	Student Fee	Reduced Student Fee
8/1/2023-7/31/2026	\$400.00	\$240

Changes that could affect pricing:

- a. Should the prices of fuel continue to increase during the contract, the student fee and Free/Reduce fee is subject to change? This change would be presented to CFCSD for approval before implementation.
- b. The State of Iowa is *tentatively* planning on formulating a statewide driver education curriculum. This new curriculum would increase the classroom hours from 30 to 40 hours and add four hours of driving behind the wheel with a certified instructor for a total of 10 hours. This increase of 14 additional mandated hours would cause the cost of driver education to rise. If these changes take place, the Student fee and Free/Reduced fee are subject to change. This will be presented to CFCSD schools for consideration and approval before implementation
- c. In the event that a student driver fails to show up for a scheduled drive, the student will be charged \$40 for the missed drive time to compensate the instructor(s) of Street Smarts for their time.
4. Termination. This agreement may be terminated by either party upon a material breach by the other party subject to the following requirement: In the event of a material breach by one party, the non-breaching party shall be obligated to give the breaching party fifteen (15) days prior notice of such breach and no breach shall be deemed to have occurred hereunder if the breaching party cures the same within said fifteen (15) day period. Upon a second material breach by a party, the non-breaching party may terminate at will.
5. Notices. Any notice required or permitted hereunder shall be sent by registered or certified mail, postage prepaid, to the respective parties hereto at the addresses set

forth below, or to such other addresses, or in care of such other person, as any party shall designate as its address for such notices by due notice hereunder:

If to Street Smarts:

Street Smarts, LLC
Attn: Edward A. Jennings
9914 Swanson Blvd.
Clive, Iowa 50325

If to CFCSO:

Cedar Falls Community School District
1002 West First Street
Cedar Falls, IA 50613

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.
7. Waiver of Breach. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach or violation thereof.
8. Assignment. This Agreement shall not be assignable by either party without the other party's written permission.
9. Entire Agreement. This writing represents the entire Agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection therewith; it may not be altered or amended except by an agreement in writing.
10. Binding Effect. Subject as aforesaid, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their representatives, heirs, executors, administrators, personal representatives, successors and assigns. If any provision of this Agreement shall be or become illegal or unenforceable, in whole or in part for any reason whatsoever, the remaining provisions shall nevertheless be deemed valid and binding.
11. Indemnification. Street Smarts shall defend, indemnify and hold CFCSO harmless from and against any and all liabilities, losses, damages, claims and expenses, including reasonable attorney's fees, arising in connection with or resulting from any claim made against CFCSO (a) by CFCSO students in connection with the participation of students in the instruction or (b) by Street Smarts' employees in connection with the performance of those employees' and agents' duties pursuant to this Agreement or (c) by any other person in connection with activities of Street Smarts pursuant to this Agreement.

Insurance. Street Smarts agrees to obtain and keep in force during the terms of the Agreement, insurance coverage in the following amounts. If any of the coverages are on a claim made basis, Street Smarts shall be required to carry the coverages outlined below for a period of not less than 4 years following the termination of the contract. Liability limits may be met with the use of an umbrella/excess policy to meet the required limit. The umbrella/excess liability policy shall be no less broad than the underlying policy and shall follow form on the additional insured. Commercial General Liability insurance on an ISO CG0001 form or an equivalent with a minimum limit of:

- \$ 1,000,000 per occurrence for bodily injury
- \$ 500,000 per occurrence for property damage, or
- \$ 3,000,000 combined single limits

The general liability policy shall not contain an exclusion for sexual abuse or molestation. CFCSO shall be included as an additional insured on a primary/non-contributory basis. Coverage shall include acts of independent contractors and provide severability of interest. A waiver of subrogation in favor of CFCSO shall apply.

Automobile Liability Insurance with a minimum limit of:

- \$ 1,000,000 per accident
- \$ 1,000,000 per occurrence for bodily injury
- \$ 500,000 per occurrence for property damage; or
- \$ 1,000,000 combined single limits

CFCSO shall be included as an additional insured on a primary/non-contributory basis. A waiver of subrogation in favor of CFCSO shall apply.

Workers Compensation Insurance as required by state law and employer's liability with limits of not less than \$1,000,000. The policy shall be endorsed with a waiver of subrogation in favor of CFCSO.

CFCSO shall receive a certificate of proof of insurance from Street Smarts before commencement of any instruction each year.

12. Independent Contractor. Street Smarts is and independent Contractor and neither Street Smarts nor any of its officers, Employees or agents will be considered employees of the CFCSO.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Attest:

Street Smarts, LLC

By: _____
Edward A. Jennings

Title: _____
President

By: _____

Title: _____

Cedar Falls Community School District

By: _____

Title: _____
Superintendent

By: _____

Title _____
School Board President