

Special Services-Contracted Services Contract

This agreement entered into between:

Dakota A Winger, LLC
7 Pine Lake Ct,
Ocean Springs, MS 39564
AND

(Hereinafter referred to as "Contractor")

Ocean Springs School District
Post Office Box 7002
Ocean Springs, MS 39566-7002

(Hereinafter referred to as "Customer")

IN CONSIDERATION of mutual benefits and covenants contained herein, Contractor and Customer agree as follows:

1. **Employment.** The nature of this contractual agreement is for an independent contractor to provide District Wide School Based Visually Impaired and Orientation Mobility services to the Customer.
2. **Scope of Work.** In consideration of the compensation described herein, the Contractor shall perform the services as set forth in the attached RFP for Special Services Contract Provider hereto and incorporated herein by reference. Contractor agrees to supply all labor, equipment, and materials necessary to perform such services.
3. **Contractor Warranty.** Contractor warrants that the services will be performed in a professional manner and that proper protocols will be enforced to protect the privacy of all students and/or employees.
4. **Contractor Employees.** Contractor shall perform the following duties:
 - (a) Contractor shall employ only persons skilled and licensed in the performance of services as outlined in the RFP form.
 - (b) Contractor must maintain a license to do business in the State of Mississippi.
5. Contractor shall maintain insurance of the following types and amounts which shall insure the actions of personnel, employees, agents, etc.:
 - (a) Professional Liability - Combined Single Limit in an amount of \$1,000,000.00 per occurrence with \$2,000,000.00 aggregate and other insurance coverages as outlined.
 - (b) Proof of coverage must be placed on file with the school district by the Contractor and kept current throughout the term of this contract.
 - (c) Failure to provide insurance set forth herein shall constitute default and the Customer may terminate the contract without penalty by providing five (5) days written notice to the Contractor.
6. **Liability for Loss.** Contractor shall be responsible for and shall indemnify and hold harmless Customer from and against any and all claims, demands, liabilities, or damages which may be suffered by, accrued against, be charged to, or recoverable from the Customer including attorney's fees, expenses, and costs which may arise out of or in connection with the Contractor's performance of duties, actions of his employees and agents, for dishonesty of any employee of the Contractor.

7. Miscellaneous.
- (a) This Contract shall be construed in accordance with the laws of State of Mississippi.
 - (b) This Contract, OSSD Addenda, and OSSD Terms and Conditions constitutes the entire agreement of the parties and all additions or changes hereto shall be in writing;
 - (c) The continuing covenants of the parties contained in this contract shall survive the termination thereof;
 - (d) By the signature below, the individual executing this Contract on behalf of Customer warrants to Contractor that he has full power and authority to execute this Contract and thereby bind, jointly and severally, Customer to the terms of this Contract;
 - (e) If any portion of this Contract be legally adjudicated invalid or unenforceable, the parties do hereby covenant and agree that such portion or portions are absolutely and completely severable for all other portions of this Contract, and such other provisions shall constitute the agreement of the parties.
8. Terms of Service. The terms of this Contract shall commence July 1, 2025 and shall continue until June 30, 2028. That either party may terminate this Contract by providing the other party with forty-five (45) days advanced notice of the intent to quit. That upon serving written notice to the other party, the party desiring to terminate the Contract shall comply with all terms set forth herein until the expiration of the forty-five (45) day period.
9. Work Hours. Contractor shall schedule its services so as to conform to the reasonable requirements of the staff and students of the Ocean Springs School District.
10. Compensation. Throughout the terms of this Contract, Customer shall pay to the Contractor the hourly rate as outlined on the signed quote form and incorporated into this agreement in accordance with the following terms:
- (a) Payment will be made no later than forty-five (45) days after an invoice for services has been submitted and:
 - 1. There are no unresolved problems with the service as outlined in the Special Services Contracted Services Quote form attached;
 - 2. A bill for the appropriate amount will be presented to the Ocean Springs School District Department of Special Services the last Thursday of each month.
 - 3. There are no liability and/or insurance problems with required insurance coverage and limits.
 - (b) Contractor will perform services in accordance with Special Services Contracted Services RFP form, Terms and Conditions, and Policy FGDBE all attached.
11. Neither party may assign or transfer any right set forth herein.
12. In the event the Contractor shall file bankruptcy, the Customer shall be entitled to terminate the Contract upon providing five (5) days written notice to the Contractor.

IN WITNESS WHEREOF, this contract has been executed on the dates listed under the signatures of the parties below and shall become binding when the fully executed contract is approved by the Board of Trustees of the Ocean Springs School District.

Contractor: Dakota Auminger
Dakota Auminger

Ocean Springs School District

Date: 03/31/2025

Date: _____