

AGREEMENT FOR CHARTER TRANSPORTATION SERVICES

This Agreement for Comprehensive Transportation Charter Services ("Agreement") delineates the contract between the Stockton Unified School District ("District") and _____ ("Contractor") (collectively "Parties"; individually "Party").

1. **Scope of Services.** Contractor shall furnish services described below ("Services"):

As further described in **Exhibit A**, Contractor shall supply and maintain school pupil activity buses ("SPABs") in quantity and capacity and personnel, as required to transport students and other persons designated by the District safely between locations as specified by the District. Such transportation shall be provided on an as-needed basis.

If Contractor maintains a school bus fleet for regular home-to-school transportation, Contractor may also use these buses for school activity trips within 150 aerial miles, offered at a discounted rate.

2. **Term.** The term of service under this Agreement shall commence on December 18, 2024 and shall run for Fiscal Year 24-25, terminating on June 30, 2025. District may, at its option, renew the Agreement for four (4) additional one (1)-year terms by providing written notice to Contractor at least sixty (60) days prior to the expiration of the current term.

3. **Contract Documents.** This Agreement incorporates by reference the following Contract Documents attached hereto. Contractor, by executing this Agreement, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

<input checked="" type="checkbox"/> Notice to Bidders	<input checked="" type="checkbox"/> Criminal Background Investigation / Fingerprinting Certification
<input checked="" type="checkbox"/> Instructions to Bidders	<input checked="" type="checkbox"/> Insurance Certificates and Endorsements
<input checked="" type="checkbox"/> Bid Form and Proposal	<input checked="" type="checkbox"/> Drug-Free Workplace Certification
<input checked="" type="checkbox"/> Bid Bond	<input checked="" type="checkbox"/> Driver Qualification Certification
<input checked="" type="checkbox"/> Bidder Information and Form	<input checked="" type="checkbox"/> Exhibit A ("Scope of Services")
<input checked="" type="checkbox"/> Bidder's Statement Regarding Insurance Coverage	<input checked="" type="checkbox"/> Exhibit B ("Rates")
<input type="checkbox"/> Performance Bond	<input type="checkbox"/> _____ [Other]
<input checked="" type="checkbox"/> Workers' Compensation Certification	<input type="checkbox"/> _____ [Other]
<input checked="" type="checkbox"/> Tuberculosis Clearance Certification	

4. **Compensation.** The District agrees to pay Contractor for services rendered pursuant to this Agreement according to the rates and payment terms set forth at **Exhibit B**. The District shall not be liable to Contractor for any costs or expenses incurred by Contractor in performing services pursuant to this Agreement. Contractor shall not be entitled to any rate increase other than the annual increases authorized under **Exhibit B**.

5. **Payment.** Payment shall be made of all undisputed amounts for services rendered in installment payments within forty-five (45) days after the Contractor submits the "Monthly Schedule Billing Summary" to the District for services actually performed. The form of summary will be prepared jointly between the District and the Contractor.

4.1. The District has the right to withhold payment when, in the sole opinion of the District, the following has occurred and has not been cured within seven (7) days of written notification:

4.1.1. Contractor's performance of the Services, in whole or in part, has not been carried out or is insufficiently documented.

4.1.2. Contractor has neglected to, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.

6. **Billing.** Monthly billings to the District shall set forth the charges, in accordance with **Exhibit B.**

7. **Liquidated Damages.** It is agreed by the Contractor and the District that, from the nature of the Services to be rendered, it is impractical and extremely difficult to fix the actual damage to the District through failure of the Contractor to provide any of the Services under this Agreement, and, therefore, there shall be assessed a fixed sum of three hundred and fifty (\$350) dollars per incident per day for failure to provide Services as liquidated damages. Failure to adhere to any provision of this Agreement shall result in an assessment of three hundred and fifty (\$350) dollars per incident per day as liquidated damages. Such liquidated damages are in addition to revenue deductions and any other remedy available to the District.

For purposes of this section, an incident is defined as, but not limited to: missed trip; improper use of equipment (un-inspected equipment, faulty equipment); unapproved driver; unauthorized riders; unattended child left on vehicle; unauthorized and inappropriate discipline of student by driver; unreported accident with student; failure to timely replace personnel disapproved of by District; late vehicle arriving at or departing from school fifteen (15) minutes or more later (circumstances must be within Contractor's control); running out of fuel while on trip; cancelled scheduled trip less than seventy-two (72) hours before the scheduled departure time. District is authorized to terminate the Agreement if Contractor fails to show up for a scheduled trip, or is more than thirty (30) minutes late.

8. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.

9. **[Reserved].**

10. **Request for Services.** The District may request Services through written emails or orally over the phone. Requests for Services must be confirmed by the Contractor within five (5) calendar days from the date of the District's request.

11. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor represents and warrants that: (A) Contractor is free from the control and direction of the District in connection with the performance of the Services, both under the Agreement and in fact; (B) Contractor's Services outside the usual course of the District's business; and (C) Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services.

Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which the District's employees are normally entitled, including, but not limited to, State

Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. By checking the applicable box below, Contractor hereby represents and warrants to the District the following:

- ☐ Contractor is and shall be a resident of the State of California or is otherwise exempt from withholding. To the extent an exemption is sought, Contractor will provide the District with appropriate evidence including, without limitation, FTB Form 590. Contractor shall still be responsible for payment of all state and federal taxes.
- ☐ Contractor is not a resident of the State of California or otherwise not exempt from withholding, and Contractor authorizes the District to withhold from all payments made to Contractor under this Agreement all taxes required to be withheld by law. (See, e.g., California Revenue & Taxation Code section 18661 et seq.)

12. **Subcontracting.** Contractor may not use subcontractors and/or third-party partners ("subcontractors") for the performance of this Agreement. Contractor shall remain responsible for the performance of this Agreement. No Party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other Party to this Agreement, and violation of this provision shall confer no rights on any Party and shall be void. Unauthorized use of subcontractors by the Contractor shall authorize the District to terminate the Agreement.

13. **Employment with Public District.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

14. **Performance of Services.**

14.1. **Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Contractor's services will be performed in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts. Contractor shall be responsible for performing the services under this Agreement in a safe, skillful, professional manner. All services shall be performed at Contractor's risk.

14.2. **Meetings.** Contractor and the District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of Services, and any other issues deemed relevant to the operation of Contractor's performance of Services.

14.3. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

15. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

16. **Emergency Plan.** Subsequent to the award of this Agreement, Contractor and the District shall collaborate in the development of a written plan that addresses transportation emergencies. Contractor shall implement protocols outlined in the plan when emergencies arise. The costs associated with such emergencies may be submitted by the District with documentation as an additional expense. Drivers shall conduct emergency exit drills at the receiving school sites before every trip in accordance with Title 13 of the California Code of Regulations.

17. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services.

18. **Confidentiality.** Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Agreement and specifically includes all student, parent, and disciplinary information.

19. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

20. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the Board of Education of the District and all federal, state, and local laws, ordinances and regulations. Vehicle equipment and services covered by this Agreement must comply with all applicable laws, ordinances and other legal requirements, including but not limited to federal and California laws, rules and regulations governing the operation of transportation vehicles, the pertinent provisions of the California Vehicle Code, Administration Code, pertinent provisions of the California Highway Patrol and Motor Vehicles rules and regulations, U.S. Department of Transportation regulations and requirements, and the policies and regulations of District.

21. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts that there is no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Therefore, Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735.

22. **Certifications/Permits/Licenses.** Contractor shall secure and maintain in force such certifications, permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

23. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid,

return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Stockton Unified School District
ATTN: Kathryn Baggese
56 South Lincoln Street
Stockton, CA 95203
209-933-7145

Contractor

Name: _____
ATTN: _____
[ADDRESS]
[FAX]

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

24. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Agreement unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

25. **Insurance.** Contractor shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Contractor and District from claims which may arise out of or result from Contractor's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- 25.1. General Liability: Five million dollars (\$5,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be twice the required occurrence limit.
- 25.2. Automobile Liability: Five million dollars (\$5,000,000) per accident for bodily injury (one million dollars (\$1,000,000) per person) and five million dollars (\$5,000,000) for property damage.
- 25.3. Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of one million dollars (\$1,000,000) per accident for bodily injury or disease.
- 25.4. *There shall be no separate sub-limits lower than five million dollars (\$5,000,000) for **sexual misconduct or molestation** related claims. If the policy contains such sub-limits, CONTRACTOR shall provide a separate policy*

with minimum limits of five million dollars (\$5,000,000) covering such exposures.

- 25.5. Each policy of insurance required above shall name District and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of Contractor hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Contractor shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Contractor shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Contractor fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Contractor, and in such event shall reimburse District upon demand for cost thereof.

26. **Force Majeure.** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.

27. **Termination.**

- 27.1. **Termination for Cause.** Should Contractor fail to comply with any of the terms or conditions set forth in this Agreement, or should the District determine that Contractor is in any other way unfit, unqualified, or unable to perform the Services under this Agreement, then the District shall have the right to terminate this Agreement by providing written notice of cancellation to Contractor, unless within three (3) days after service of such written notice of the condition or violation the Contractor shall correct the condition or violation and/or make satisfactory arrangements for the correction thereof. Contractor shall be liable for all damages caused to the District by reason of Contractor's failure to perform and complete the Agreement. Termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of termination.

- 27.2. **Termination for Convenience.** The District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by the District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by Contractor or no later than three (3) calendar days after the day of mailing, whichever is sooner.

28. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute by mediation if mutually agreeable. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the

Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the claimant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the Services.

29. **Other Contracts.** The District retains the right to contract separately with other vendors for other transportation services.

30. **Limitation of District Liability.** District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

31. **Assignment of Contract:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Agreement without the prior written consent of the District.

32. **Binding Contract:** This Agreement shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

33. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

34. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in San Joaquin County, California.

35. **Attorney Fees and Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

36. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

37. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

38. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

39. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

40. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This Agreement is not valid until approved/ratified by the Board of Education of the District. Services shall not be rendered until Agreement is approved.

41. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

42. **Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

43. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

44. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below:

Stockton Unified School District

[Contractor]

Date: _____

Date: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

EXHIBIT A

SPECIFICATIONS AND SCOPE OF SERVICES

1. **SERVICE REQUIREMENTS**: During the term of the Agreement, Contractor shall provide transportation services, as specified herein, for the District, pursuant to the terms of the Agreement, including but not limited to this **Exhibit "A"**.
 - 1.1. **Round Trip School to Destination**: Student transportation services shall be provided as-needed to meet the District's field trip and activity transportation needs during the regular school year. Transportation services would be required to transport students from their designated school to the field trip and activity location and back to their school.
 - 1.2. **Guaranteed Minimum Base Trip**: District guarantees that each trip will consist of a minimum of five (5) hours of service and one hundred fifty (150) miles.
 - 1.3. **Trip Routes and Scheduling**:
 - 1.3.1. Contractor shall provide timely operation of trips pursuant to the agreed upon schedule.
 - 1.3.2. Contractor shall arrive at least fifteen (15) minutes prior to the scheduled departure time of each trip.
 - 1.3.3. Children are not to be transferred to another vehicle going to or coming from school, except in case of emergency or breakdown, or unless the schedule calls for such transfer on school property.
 - 1.3.4. The Contractor will provide a direct phone line and email capability to their dispatch/scheduling office to be used by the District for the purpose of communicating with the dispatcher/scheduler concerning scheduling changes, emergencies, resolving complaints, problems, etc.
 - 1.4. **Unsatisfactory Service**: The District may provide Contractor with a written notice of unsatisfactory service on any trip. The Contractor shall investigate and reply to the District within twenty-four (24) hours. Depending on the severity of issue, adjustment to staffing and/or equipment will occur within a District approved time.
2. **SERVICE REQUESTS**
 - 2.1. Each school site within the District will act as booking agent for requesting transportation services from Contractor. However, all trips must be first authorized by the District Transportation Department prior to the performance of any services by the Contractor. Requests should specify necessary departure and arrival times, addresses for pick-up location(s) and destination(s), the total number of students and adults that will be transported, and the age range of the students being transported.
3. **EQUIPMENT REQUIREMENTS**
 - 3.1. **Inspection and Maintenance of Vehicles, Terminals, and Driver In-Service**: The Contractor shall keep and maintain all vehicles in good operating

and running condition, and in a clean and satisfactory condition, and in order to ensure the same, the Contractor will make the vehicles available in the Contractor's garage for inspection by the District. The District may inspect vehicles, terminals, and attend a driver in-service prior to award of contract and at any time after award of contract to ensure that all are maintained in a satisfactory condition.

- 3.2. Buses:** All passenger buses utilized under this Agreement shall be less than five (5) years old at the start of the contractual service. Age of the buses during the term of the Agreement shall be determined by the length of the Agreement. However, at no time during the contract can a bus be older than ten model years old. All buses shall at all times be properly certified by the California Highway Patrol and meet all requirements of the California Code of Regulations, Titles 5 and 13, and the California Vehicle Code. Contractor shall provide District a list of buses used to provide the services.
- 3.3. Required Modification of Equipment:** Any installation or modification of equipment required by a change in law or regulation shall be made by the Contractor at Contractor's expense and certified by the California Highway Patrol.
- 3.4. Two-Way Radios:** Contractor will provide two-way radio equipment ensuring communication with a base station dispatch terminal for each vehicle serving the Agreement. In addition, Contractor will maintain sufficient spare mobile two-way radio units to ensure communication capability at all times. Citizen Band radios are not acceptable. Failure to maintain each radio in good working order at all times when such vehicles are being assigned to transport students shall be a material breach of this Agreement.
- 3.5. Air Conditioning:** Vehicles with air conditioning must be used during inclement weather.
- 3.6. Cameras:** All vehicles must be equipped with cameras, with interior view of all seated riders.
- 3.7. GPS:** All vehicles must be equipped with Global Positioning System (GPS) tracking technology.
- 3.8. Replacement Availability:** The Contractor shall have a plan to provide vehicle replacement within twenty (20) minutes if a vehicle becomes disabled.
- 3.9. CHP Rating:** Prior to commencement of Services, Contractor must provide District its Annual California Highway Patrol Terminal Inspection with a satisfactory rating. If there is any change to terminal rating during the contract year, Contractor must notify District immediately and provide the most current inspection report.
- 4. REPORTS AND DISTRICT FORMS:** The Contractor agrees to provide the District and law enforcement with reports when requested. These reports shall include, but are not limited to, the following:

 - 4.1. Student Transportation Incident/Accident Reports:** This report describes all incidents, accidents or injuries occurring on District trips, including segments to and from the terminal, whether or not students are in the vehicle. Written follow-up reports stating corrective action taken shall be submitted within

twenty-four (24) hours after the occurrence. Verbal notice must be given to the District immediately. Police reports, where applicable, are to accompany each accident report.

4.2. Constituent Services: The District shall create and provide an electronic form meant to inform the Contractor in writing of an incident or complaint about the services provided or about a specific driver by the District or the public. The Contractor shall investigate these reports and provide a written reply within five (5) days. If the investigation determines that corrective action is warranted, all written replies shall state the corrective action taken to prevent a recurrence of the condition that caused the incident or complaint.

5. DRIVERS' QUALIFICATIONS: The Contractor shall provide drivers who are trained and licensed in accordance with the California laws, rules, and regulations governing the operation of school transportation vehicles, federal laws governing Class A or B License holders. All drivers shall have had CPR Training and First Aid Training and shall hold valid First Aid Certificates and CPR Certificates issued by the American Red Cross.

5.1. Contractor shall follow mandated drug testing requirements for employees.

5.2. Each driver shall have knowledge of the operation of the mobile two-way radio and all federal regulations covering its use.

5.3. Pursuant to Education Code section 49406, Contractor's responsibility for tuberculosis clearance extends to all of its employees, agents, and volunteers coming into contact with District students regardless of whether they are designated as employees or acting as independent contractors of the Contractor. Contractor shall ensure that any person providing any portion of the Services under the Agreement, within the past sixty (60) days, has submitted to a tuberculosis risk assessment, and if tuberculosis risk factors were identified, has been examined to determine that he or she is free of infectious tuberculosis by a licensed health care provider (i.e., physician, physician assistant, nurse practitioner, or registered nurse). Contractor shall ensure that any person providing any portion of the Services with no identified risk factors or who tests negative for the tuberculosis infection shall undergo the tuberculosis risk assessment and, if risk factors are identified, the examination, at least once every four (4) years or more often if directed by the Board of Education of the District upon recommendation of the local health officer.

5.4. The responsibility for hiring and discharging personnel shall rest entirely upon the Contractor. The Contractor further agrees that the District shall have the right to require removal from service any person or driver who, in the opinion of the District, is not qualified to operate a vehicle for service to the operating and safety standards required by the District.

5.5. Contractor agrees that it shall enter into no agreement or arrangement with any employee, person, group, organization, district or agency which will in any way interfere with the Contractor's ability to comply to the full extent of the contract with the District and the requirements contained therein.

5.6. Contractor shall not assign for service under the Agreement any person who has been released, reassigned, transferred or otherwise removed from another

assignment for any reason related to inappropriate conduct, verbal, physical, or otherwise, toward students or other persons.

- 5.7. Pursuant to Government Code Section 8350 et seq., the Contractor shall certify to the District, in writing and under penalty of perjury that the Contractor shall comply with the requirements of the Drug-Free Workplace Act. The Contractor shall use the form Contractor's Certificate Regarding Drug-Free Workplace attached hereto.
- 5.8. Drivers are not to use cell phones while the vehicle is in motion or at such times when the use of such devices would interfere with work duties or the needs of the students.
- 5.9. The use of tobacco and/or tobacco-like products of any kind is forbidden in and around the student transportation vehicles or on property owned or leased by the District, whether passengers are in the vehicle or not. The restriction applies to students, aides, drivers, Contractor management staff and maintenance staff.
- 5.10. Drivers must hold current School Pupil Activity Buses (SPAB) certifications or School Bus certifications. Contractor must provide a list of their drivers with current certifications and licenses, with their respective expiration dates, prior to performing Services. The addition of a new driver to this list shall require the approval of the District.
- 5.11. Drivers shall wear a clearly visible identification badge with their photograph, name, and employee number while performing transportation services.
- 5.12. Drivers shall not offer food or drink to students.
- 6. **FINGERPRINTING AND CRIMINAL RECORDS CHECK:** The Contractor shall comply with the provisions of Education code section 45125.1 regarding the submission of employee fingerprints with the California Department of Justice and the completion of criminal background investigation of its employees. The Contractor shall not commence Services under this Agreement nor permit any contact with District students or be present on any school site until such time as the Contractor has completed and submitted the Fingerprinting/Criminal Background Investigation Certification. The Contractor's responsibility shall extend to all employees, subcontractors and employees of subcontractors regardless of whether such individuals are paid or unpaid, concurrently employed by the District and/or acting as an independent contractor. Verification of compliance with this section shall be provided in writing to District prior to the commencement of the agreed services and prior to contact with students.
- 7. **MANDATED REPORTER TRAINING:** In order to maintain consistency and reliability in compliance with mandated reporting and promote the health and welfare of students, Contractor, its, employees, intern, volunteers, subcontractors, agents and representatives who will or may have access to students through this Agreement shall complete mandated reporter training provided by California Department of Social Services (CDSS). Pursuant to this Agreement, Contractor and its employees, agents, interns or volunteers working with or around students shall be identified as a mandated reporter and must complete an CDSS mandated reporter acknowledgement form and CDSS mandated reporter training prior to providing services, and must annually undergo such training within the first six weeks of each new school year.

8. **PERSONAL ITEMS:** Use of personal electronic devices for personal use is prohibited during "on duty" time. Transportation service is never to be interrupted or delayed by drivers handling personal business.
9. **SAFETY PROGRAM:** Contractor shall observe all requirements of California laws governing the safe operation of school vehicle equipment and training of personnel as it relates to the safety of students transported for the District. Contractor shall not employ any individuals who are registered on a sex offender list. District must be informed of any drivers with criminal convictions and reserves the right to reject the services of said drivers. Drivers with any child abuse/molestation convictions at misdemeanor or felony level must not be allowed to transport students.
10. **TRANSPORTATION SAFETY PLAN:** The Contractor shall provide a copy of its Transportation Safety Plan upon request. Contractor's Transportation Safety Plan must address all relevant laws and regulations including, without limitation, boarding and exiting, and procedures to ensure a student is not left unattended on a vehicle.
11. **STUDENT DISCIPLINE:** Contractor shall recognize its responsibility to the District for the maintenance of proper student discipline as an inherent factor to the safety of all persons aboard a vehicle. The driver is to report to the Contractor and is not to perform any acts of discipline.
 - 11.1. In general, the driver is not authorized to remove students from the vehicle. In serious circumstances when a student is endangering the safety of other riders, an offender may be ejected at the school site immediately into the custody of an administrator. If such action is taken, the driver must notify the dispatcher by radio, who will notify the District immediately.
12. **TERMINAL/OFFICE STAFFING:** The Contractor's terminal must be open and operated by office staff from 6:00 AM or by the start time of the first trip out in the morning. The terminal must be open until the last driver has called into the terminal that the trip is over for the day. The Contractor will designate one person for 24/7 contact by cell phone for emergencies.
13. **APPEARANCE:** All vehicles shall be cleaned inside and out in a systematic manner. It shall be the Contractor's responsibility to develop and maintain a program to accomplish this task. The District reserves the right to inspect vehicles for cleanliness at any time. Vehicles that are found to be out of compliance shall be removed from service until clean and re-inspected by the District. All vehicles must be thoroughly sanitized and disinfected in accordance with the applicable public health standards, at a minimum, before each trip.

Broken window glass shall be repaired or replaced by the Contractor in a timely manner. Vehicles with damaged glass shall be placed out of service until the defect is corrected.
14. **CONTRACTOR RECORDS AND REPORTS UPON DISTRICT'S REQUEST:** Contractor agrees to provide the District with periodic reports as requested by the District including, but not limited to, the following:
 - 14.1. Monthly report on all late (over 15 minutes) or missed trips, with cause of problem and corrective action taken.
 - 14.2. Copies of all additional trip records showing schedules, number, type of trip, number of students carried, time of trip and miles traveled.

- 14.3.** Copies of all California Highway Patrol, California Motor Carrier and Federal Department of Transportation Vehicle Inspection reports on Contractor's vehicles.
- 14.4.** Access to vehicle operational and maintenance cost records. Contractor agrees that any and all routing information, whether developed by Contractor or District, is the property of the District. Contractor has no proprietary right to any such information.
- 14.5.** Copies of the drivers' evacuation reports.
- 15. DISTRICT/CONTRACTOR COOPERATION:** Contractor shall schedule all trips in keeping with the safety of the students. Contractor shall cooperate with the District in maintaining a good public relations program. The District and Contractor will establish the following guidelines for contact and cooperation:
 - 15.1.** Establish a directory of personnel in each organization to contact for every type of communication.
 - 15.2.** Establish procedures for all communications to be confirmed in writing by both parties.
 - 15.3.** Establish a specific program for handling field work in order to most effectively prevent problems and, if they arise to settle them as quickly and as close to the source of the problem as possible.
 - 15.4.** Establish procedures for dealing with disputes involving schedules, student conduct, public relations, and other operational problems that may arise.
 - 15.5.** Establish a direct telephone line between the District and Contractor.
 - 15.6.** Establish such other written guidelines which may be required to ensure effective communication and cooperation between the office of the District and Contractor at all times.
 - 15.7.** If requested, the Contractor will provide District with a two-way radio for monitoring purposes only of assigned vehicle trips to the District.
 - 15.8.** The District and Contractor agree to respond with the corrected action taken within five working days or as soon as practical as determined by the situation.
- 16. FIRST AID KITS:** Each vehicle shall be equipped with an approved first aid kit and a blood borne pathogen kit. Kits are to be inspected and supplies replenished on a systematic basis by the Contractor. Contractor will provide First Aid and CPR subject to Contractor's guidelines, a copy of which will be provided to the District. Contractor will not provide other medical services, including, but not limited to: DiaStat; Versa Magnet; or Tracts and tube medical procedures unless such services are required of a private student transportation contractor by state or federal law.
- 17. CANCELLATION FEES:** For single day trips the District agrees that Contractor may charge Two Hundred Fifty Dollars (\$250.00) as a cancellation charge per bus, provided said cancellation notice is given by the District's Field Trip Specialist less than one week from the date of departure and Three Hundred Dollars (\$300.00) as a cancellation charge per bus for trips cancelled on the date of scheduled trip (spot date). For multi-day trips the District agrees that Contractors may charge Two Hundred Fifty

Dollars (\$250.00) for the first day, One Hundred Fifty Dollars (\$150.00) for the second day and One Hundred Dollars (\$100.00) for the third day as cancellation charges per bus provided said cancellation notice is given by the District's Director of Transportation or designee less than two weeks from the date of departure.

18. **APPROVED EXPENSES:** Parking fees, entrance fees, tolls and added mileage in and around the destination, as well as additional miles to the pre-trip itinerary (if approved or ordered by the Group Leader of that trip) shall be expenses of the District payable to the Contractor. If lodging for drivers is deemed necessary by both the District and the Contractor, the Contractor shall book and pay the actual lodging costs of the driver and submit to the District proof of the actual costs, not to exceed One Hundred Fifty Dollars (\$150.00), for reimbursement. Driver's meals shall be the responsibility of the Contractor.
19. **ATHLETIC PLAYOFFS:** The District shall be authorized to book and cancel athletic teams involved in "playoff" games on short term notice. This privilege will be limited and should not amount to more than five (5) bookings annually. The District shall provide notice of the potential for "playoff" game trips when possible. The definition of "short term notice" shall mean within twenty-four (24) hours of the event for booking and within twenty-four (24) hours of the event for cancellation.

EXHIBIT B

RATES

[To be attached.]

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Agreement.

Date: _____

Contractor: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

CONTRACT NO.: _____ between the Stockton Unified School District ("District") and _____ ("Contractor").

The undersigned does hereby certify to the Board of Education of the District as follows:

That I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the Services that are the subject of the Contract:

Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District students in the course of providing services pursuant to the Contract, and the California Department of Justice ("DOJ") has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District students during the course and scope of the Contract is attached hereto as **Attachment A**.

Contractor's responsibility for background clearance extends to all of its employees, subcontractors or suppliers, and employees of subcontractors or suppliers coming into contact with District students regardless of whether they are designated as employees or acting as independent contractors of the Contractor. When the Contractor performs a criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service.

Date: _____

Contractor: _____

Signature: _____

Print Name: _____

Title: _____

ATTACHMENT A
Contracting Party's Personnel

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of personnel, attach additional copies of this page.

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Stockton Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

This Drug-Free Workplace Certification form is required from Contractor pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.

Establishing a drug-free awareness program to inform employees about all of the following:

- a) The dangers of drug abuse in the workplace.
- b) The person's or organization's policy of maintaining a drug-free workplace.
- c) The availability of drug counseling, rehabilitation, and employee-assistance programs.
- d) The penalties that may be imposed upon employees for drug abuse violations.

Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

TUBERCULOSIS CLEARANCE CERTIFICATION

The undersigned does hereby certify to the Board of Education of the Stockton Unified School District ("District") as follows:

I am a representative of _____ ("Contractor") currently entering into this Agreement with the District and I am familiar with the facts certified below, and am authorized and qualified to execute this certificate on behalf of the Contractor.

Contractor's responsibility for tuberculosis clearance extends to all of its employees, contractors, subcontractors, agents, and volunteers coming into contact with the District's students regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Contractor certifies that at least one of the following items applies to the subject of the Agreement:

- ☐ Contractor ensures that any person providing any portion of the Services under the Agreement, within the past sixty (60) days, has submitted to a tuberculosis risk assessment, and if tuberculosis risk factors were identified, has been examined to determine that he or she is free of infectious tuberculosis by a licensed health care provider (i.e., physician, physician assistant, nurse practitioner, or registered nurse). Contractor shall ensure that any person providing any portion of the Services with no identified risk factors or who tests negative for the tuberculosis infection shall undergo the tuberculosis risk assessment and, if risk factors are identified, an examination, at least once every four (4) years or more often if directed by the Board of Education of the District upon recommendation of the local health officer. Within sixty (60) days of the Board of Education's approval of the Agreement and upon subsequent the District's request, Contractor shall provide the District with a complete and accurate list of Contractor's employees, agents, and volunteers who may come in contact with District students during the course and scope of the Agreement, indicating the date of each person's risk assessment and/or examination.
- ☐ Contractor's Services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no Contractor employee, agent, or volunteer will come in contact with District students. If the District certifies on the Criminal Background Investigation Certification that Contractor is exempt from the fingerprinting and criminal background investigation requirements of Education Code section 45125.1, the Contractor is also exempt from the tuberculosis clearance requirements.

Date: _____

Contractor: _____

Signature: _____

Print Name: _____

Title: _____

DRIVER QUALIFICATIONS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Stockton Unified School District ("District") and _____ ("Contractor") ("Contract" or "Project").

Senate Bill 88 (2023), operative on July 1, 2025, enacted Education Code section 39879 which requires that Contractor attest in writing that it has no applicable law violations at the time of entering into this Agreement with the District and will maintain compliance with applicable laws for the duration of the Agreement. Education Code section 39879 further requires that all of Contractor's drivers shall:

1. Hold a valid California driver's license for the appropriate class of vehicle.
2. Be at least 18 years of age.
3. Pass the requisite criminal background check and complete the requisite fingerprint clearance.
4. Have a satisfactory driving record, including:
 - a. Not have committed any violation that results in a conviction assigned a violation point count of two or more, as defined in Sections 12810 and 12810.5 of the Vehicle Code within the last three (3) years.
 - b. Not have had their driving privilege suspended, revoked, or on probation for any reason involving the unsafe operation of a motor vehicle within the last three (3) years.
 - c. Not have been determined by the Department of Motor Vehicles to be a negligent or incompetent operator.
5. Not have demonstrated irrational behavior to the extent that a reasonable and prudent person would have reasonable cause to believe that the driver's ability to perform the duties of a driver may be impaired.
6. Not have been convicted of an offense listed in Section 13370 of the Vehicle Code.
7. Provide their Contractor a report showing the driver's current public record as recorded by the Department of Motor Vehicles and participate in the Department of Motor Vehicles' pull-notice system.
8. Be subjected to and comply with drug and alcohol testing.
9. Complete a medical examination not more than two years prior to the driver performing student transportation. Driver shall complete a medical examination every two years after the initial examination.
10. Submit and clear a tuberculosis risk assessment.
11. Not drive for more than ten (10) hours within a work period, or after the end of the sixteenth (16th) hour after coming on duty following eight (8) consecutive hours off duty.
12. Complete initial and subsequent required training sufficient to gain proficiency in all of the following:

- a. Pretrip vehicle inspections;
 - b. Safe loading and unloading of passengers;
 - c. Proper use of seatbelts and child safety restraints;
 - d. Handling accidents, incidents, and emergency situations;
 - e. Providing proper accommodations for students with disabilities;
 - f. Defensive driving;
 - g. Operations in inclement weather; and
 - h. Operations at night or under impaired visibility conditions.
13. Maintain a daily log sheet and complete the daily pretrip inspection of the vehicle being driven that day. Inspection shall cover: a check of the operability of all lights, initialed by the driver before the vehicle is first driven in service that day; a check for fluid leaks, initialed by the driver before the vehicle is first driven in service that day; and a check for the operability of the brakes, initialed by the driver before the vehicle is first driven in service that day.
14. Complete, or hold a valid certificate of completion for, a first aid training program at least equivalent to the American Red Cross first aid training program.

I, the undersigned, attest that Contractor has no applicable law violations at the time of entering into this Agreement with the District and will maintain compliance with applicable laws for the duration of the Agreement. I further attest that all Contractor's drivers will be informed of, and remain compliant with, the requirements set out for drivers in Education Code section 39879 for the duration of the Agreement.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT