

**TRANSPORTATION SERVICES – SCHOOL-RELATED ACTIVITIES AGREEMENT  
BY AND BETWEEN  
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT  
AND  
DURHAM SCHOOL SERVICES, L.P.**

THIS TRANSPORTATION SERVICES – SCHOOL-RELATED ACTIVITIES AGREEMENT (“Agreement” or “Contract”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 (“Effective Date”), by and between the Mountain View Whisman School District (the “District” or “Owner”) and Durham School Services, L.P. (“Contractor”). The District and the Contractor may be referred to herein individually as a “Party” or referred to collectively as the “Parties.”

**WHEREAS**, the District desires to obtain and the Contractor agrees to provide certain transportation services commencing on or around \_\_\_\_\_ for the 2025-2026 school year on an as needed basis as set forth herein (“Services”), subject to annual four (4) annual renewal options at the District’s discretion, by entering into this Contract pursuant to the terms of California Education Code section 39800 et seq., and all other applicable laws; and

**WHEREAS**, the Contractor agrees to perform the Services described in this Contract in accordance with the standards of its profession, to District’s satisfaction pursuant to the terms herein.

NOW, THEREFORE, the Parties agree as follows:

**1. TERMS AND CONDITIONS**

Contractor shall provide the Services hereunder pursuant to the Contract and the supplemental terms and conditions set forth in **Exhibits “B” and “C”** hereto. In addition, Contractor agrees to perform the transportation services as requested by District and executed in the form of a Charter Confirmation attached hereto as **Exhibit “D”**. The Parties understand and agree that the Services may be amended from time to time during the Contract term by mutual written agreement of the Parties.

The term “Contract Documents” as used in this Contract shall include: (1) this Contract; (2) Contractor’s Bid Form; (3) Exhibit A; (4) Exhibit B; (5) Exhibit C; (6) Drug-Free Workplace Certification; (7) Fingerprinting/Criminal Background Check Certification; (8) Worker’s Compensation Certification; (9) Russian Sanctions Certification; and (10) Iran Contracting Act Certification.

**2. SCOPE OF WORK**

- 2.1.** Contractor shall furnish all labor and equipment, including vehicles, personnel, fuel, tools and related equipment, materials and supplies, required to provide the District with Services for persons designated by the District as set forth in the bid forms to and from points as directed by District. Contractor shall maintain and operate all vehicles and equipment safely and in a good and competent manner in accordance with this contract and all applicable laws.
- 2.2.** The District reserves the right to change and/or modify school hours, adjust school start and ending times, change any aspect of or delete established routes, and add new routes, change, increase, or decrease the number and type of vehicles required, change any school site to which services will be provided, and/or change the number of the students assigned to a vehicle or route, subject to the requirements in Section 6 et seq., “Field Trip Booking”.
- 2.3.** If the Contractor does not have the required vehicle(s) and/or trained personnel available or the District determines that the needs or preferences of the District and/or a certain student(s)

requiring transportation services at the District's discretion will be provided by another company or entity, own expense and without any notice, obligation, or liability to Contractor, then District may retain another company or entity to provide transportation services for the District. Such retention and use of another company or entity shall not constitute or be deemed a breach of any provision of this Contract.

- 2.4.** Contractor acknowledges that it shall be providing Services to the District on as as-needed basis. District shall contact Contractor prior to the commencement of specific Services by the Contractor to determine whether Contractor has availability. The booking of as needed Services shall be performed consistent with Section 6 et seq., "Field Trip Booking", as it relates to the process for booking transportation services. Contractor acknowledges that by providing Services on an as-needed basis that it is not guaranteed Services or routes under this Contract up to and until a Trip is scheduled and confirmed. Any contractual provision referencing repeated or standard/daily routes shall not be applicable to Contractor unless said routes fall within the Services requested by District, at which time routes will be established by the Parties.

### **3. GENERAL CONTRACT TERMS**

#### **3.1. Contract Term and Renewals**

The term of this Contract shall commence on \_\_\_\_\_ through \_\_\_\_\_ unless the Contract is terminated earlier pursuant to the terms herein ("Term"). Upon expiration, the District shall have the option, in its sole discretion, to renew and extend the term of this contract for four (4) additional terms of one year each school years, upon written notice from District at least sixty (60) days prior to the expiration of the preceding term, if at all ("Renewal Term"). Any Renewal Term shall be subject to the same terms and conditions set forth in this Contract. For the avoidance of doubt, Contractor can opt not to renew after Term expires.

#### **3.2. Commencement of Services**

Contractor shall commence services under this Contract no later than the **15 days** prior to the first day of school. Contractor is responsible for taking any preliminary steps with respect to employees or vehicles prior to the first day of school such that the Contractor can promptly providing transportation services to the District. Because District operates education programs on multiple school sites, some of which are on schools operated by school districts, the first day of school will generally be determined by the District. Before Contractor may commence any services, the Parties must execute the Contract and Contractor must provide the proof of insurance and of all other documentation required by the Contract Documents.

### **4. COMPENSATION**

To the extent applicable, District shall pay Contractor in accordance with the Rate Schedule attached hereto as **Exhibit A** and incorporated herein by reference, and in accordance with this Payment and Payment Schedule Provision as they may be amended from time to time during the Term., for the Services and rates set forth in the applicable Charter Confirmation for each trip. Contractor agrees to invoice District for the Services and District agrees to remit payment for such Services within thirty (30) days after receipt of an undisputed invoice. In the event payment is not received within thirty (30) days, a late charge of 1.5% per month of the outstanding balance will be assessed upon District's account. District agrees to provide proper credentials and access (e.g., parking pass) on trips for which Contractor's Services are requested and credentials are required.

- 4.1. Lunch, Break, Other Leaves, and Layover.** District is not obligated to pay Contractor for any time spent by Contractor's employees for lunch, break, or other leaves before, during, or after any service and any such time shall not be included in the billed hours.

## 5. INVOICE AND RECORDS REQUIREMENTS

[SELECT "SMALL SCHOOL BUS/VAN" AND/OR "SPAB/CHARTER" BASED ON AWARDED SERVICES]

### 5.1. Small School Bus/Van

Contractor shall submit to District, on or before the 10th of each calendar month, a detailed invoice setting forth, at a minimum, a description of and the total cost for each Trip for which Contractor is requesting payment. Upon receipt of an invoice and if District has any objections to it and/or requires additional information or supporting documentation, District shall notify Contractor in writing and Contractor shall provide District with the required additional information and/or supporting documentation within five (5) business days of Contractor's receipt of District's notice. Contractor shall include accurate monthly student counts in each monthly invoice to District. Contractor shall also provide District with year-end reports that include all accounting information as specified by District. Contractor shall submit invoices for payment to the District's Transportation Department, 1400 Montecito Ave., Mountain View, CA 94043. District shall pay undisputed amounts within thirty (30) days.

### 5.2. SPAB/Charter

Contractor will submit an invoice to the District net thirty (30) days after delivery of the Services. If submitting a paper invoice, the Contractor will provide two (2) copies of the invoice. In order to facilitate payment and provide key information for our records and reference, the Contractor must adhere to the following instructions. The invoice shall:

- 5.2.1. List the Pickup point(s) and destination(s)
- 5.2.2. Provide a description of the trip
- 5.2.3. Include total Live and Deadhead miles
- 5.2.4. List scheduled and actual pickup and drop times
- 5.2.5. Provide exact passenger count(s)
- 5.2.6. Include a fully completed SPAB Trip form for each vehicle. The SPAB form shall be one provided by the District
- 5.2.7. Reference the District Purchase Order number
- 5.2.8. List charges or credits associated with the Fuel Escalation clause, if applicable, as a separate line item
- 5.2.9. List separately any taxes payable, if applicable, by the District
- 5.2.10. List charges and fees, if applicable, as separate line items

### 5.3. Record Keeping

Contractor shall provide to District within five (5) business days of District's request all pertinent books, records, reports and documents requested by District, including but not limited to the following (to the extent applicable to the Services performed):

- 5.3.1. Weekly report on all late or missed trips, and stating the cause of the problem and corrective action(s) taken.
- 5.3.2. Accurate trip records identifying the trip, bus number, type of trip, number of students carried daily, time of trip and miles traveled.
- 5.3.3. Copies of all California Highway Patrol, California Motor Carrier and Federal Department of Transportation vehicle inspection reports on Contractor's vehicles.
- 5.3.4. District may carry out such monitoring, evaluation, and auditing of any records required by this Contract, as District may deem necessary after written notice to Contractor.

**5.4. Use and Handling of Confidential Records and Information**

To the extent confidential materials, as this term is defined in this section, are provided to Contractor for its performance of this Contract, Contractor and its officers, employees and agents shall: (1) protect the confidentiality and maintain the security of the confidential materials; (2) not release, disseminate, or publish the confidential materials, except as required by law or a court order, as may be permitted under this contract, or as District may authorize in writing; (3) not use the Confidential Materials for any purpose not related to the performance of this contract; and (4) protect all confidential materials, including those materials saved or stored in an electronic form, by adequate security measures to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. **"Confidential Materials"** shall mean all documents and information that federal and/or California laws prohibit from being disclosed, or that are subject to privacy or other legal protections, including but not limited to, student and employee records and information. The obligations of this section shall survive the termination of this contract.

**5.5. Required Document for Payment**

At the same time that Contractor delivers to District this Contract signed by Contractor, Contractor shall submit to District, at District's request and as applicable, all documents that District may require to establish the necessary process to make payment to Contractor.

**6. OPERATION PROCEDURES**

**6.1. Manager and Supervisor Staff**

Contractor shall provide, at a minimum, the following management and supervisory staff:

- 6.1.1. General Manager

To deal directly with District on all matters concerning the implementation and operation of this Contract.

- 6.1.2. Dispatcher

To be used for dispatching and controlling routes, trips and schedule implementation as agreed upon by the Parties (this may be a shared responsibility of the General Manager).

### 6.1.3. Driver Instructors and/or Safety Program Specialist

Contractors providing small school bus or SPAB/Charter services shall have staff be certified by the California Department of Education as certified instructors as required and shall be qualified to train Contractor's drivers, both in the classroom and behind the wheel, as required by law and practical operating procedures. Contractors providing van services shall have Instructors and/or Safety Program Specialists, or equivalent, providing training to drivers on topics including, but not limited to, safe driving practices and techniques for working with students with special needs.

### 6.1.4. Fleet Maintenance Supervisor for Small School Bus & SPAB/Charter Busses

To be responsible directly to the General Manager for the safety and mechanical condition of Contractor's vehicles. Contractor providing small school bus or SPAB/Charter Bus services must establish and maintain a complete and effective prevention maintenance program with complete and accurate maintenance on each vehicle, which records shall be available for District's inspection at all times.

## 6.2. Contact Person

A member of Manager or Supervisory staff shall be on duty a minimum of 30 minutes before the first driver comes on duty and remain on duty for a minimum of 60 minutes after the last driver goes off duty. Contractor shall provide to the Transportation Department an after-hours telephone number in case of problems or emergencies. This contact person shall have ready access to all drivers who provided service to the District during the day. For as needed services, the contact person shall be responsible for receiving Service requests from the District, and to corresponding with District regarding reservations.

## 6.3. Standby Personnel

Contractors shall employ additional drivers and support staff required to cover absence of drivers and staff throughout the contract term. The number of substitute employees shall be at Contractor's discretion to assure that all established routes are covered at all times by qualified and trained drivers.

## 6.4. Training and Evacuation Drills

Contractor shall comply with all California laws governing the safe operation of the vehicles required by this Contract and the training of personnel as it relates to the safety of students transported under this Contract. While vans are not required by law to perform evacuation drills, the driver shall be familiar with the student's needs and abilities. Van drivers shall discuss what would happen if they need to evacuate the vehicle and do a mock drill if it is safe to do so. As per California Education Code Section 39831.5, school bus contractors shall provide training to students at least once each school year instructions including, but not limited to, school bus safety, school bus evacuation, and emergency exit drills. These drills shall be held according to the schedule provided by the District with a District representative present. If such drills are already held by the District, no such drills are necessary.

## 6.5. Student Discipline and Conduct on School Bus, Van, Car or Cab Vehicles

6.5.1. Contractor shall maintain proper student supervision and monitoring for the safety of all persons aboard a vehicle. Contractor's driver shall be a reporting agent only and is not to perform acts of discipline upon any students.

6.5.2. Drivers shall maintain orderly conduct of students while students are riding on any vehicle operated by Contractor or while being escorted across any street, highway or road by driver.

- 6.5.3. Contractor’s drivers and employees are not authorized to remove students from any vehicles except at the student’s stop, school of attendance or other location as designated by the District. Unless otherwise authorized, students shall be met by authorized school personnel or parent/guardian.
- 6.5.4. For transportation services, Contractor shall report any student behavior problems that develop on a vehicle through issuance of a District-approved Pupil Conduct or Incident Report to District site administrator to advise of behavior problems or other relevant issues. The District shall receive a scanned copy of each written conduct or concern report within 24 hours of the submission of the report to the contractor by the driver.
- 6.5.5. The driver is responsible for rider behavior and discipline in the vehicle as specified by law, policy, Behavior Support Plans, etc. No pupil will be suspended from a vehicle without approval of the District Transportation Representative and written notification of the principal of the school of attendance; see 6.5.7. below for further details.
- 6.5.6. Contractor is responsible to inform students and parents of California laws regarding safety and behavior. The Contractor shall provide District-provided information to each family annually, including new students who are added to the route.
- 6.5.7. At any time during a charter trip, the Contractor, or the driver as the Contractor’s representative, reserves the right to refuse to transport any person or persons that Contractor or its representative believes to be in violation of the Charter Passenger Policy attached hereto as **Exhibit “E”**. Compliance with this policy is required of each passenger. Failure to comply with this policy may result in immediate removal at student’s stop, school of attendance or other location as designated by the District, with further punishment up to and including suspension of charter transportation privileges. Contractor is not responsible for any passengers who have not boarded the vehicle at the time of departure. District shall provide their own supervision if required. The Contractor is not responsible for the District’s failure to provide supervision. Any activity that interferes with the safe operation of the vehicle shall be discontinued immediately. Use of any external signage or decoration requires prior Contractor approval and may be subject to applicable law.

**6.6. Field Trip Booking**

The District Transportation Department is the exclusive booking agent for the District. All Trips must be authorized and booked by the Transportation Department. The Contractor shall not accept any bookings from anyone other than the District Transportation Department for any school or department that is a part of the District. The Contractor must make reasonable efforts to identify when an individual, travel agent or other party is representing a Mountain View Whisman School District school or department. The Contractor is required to direct the representatives to contact the Transportation Department for the actual booking. Failure to comply may result to cancellation of the Contract. The District may request transportation services verbally or in writing. However, verbal orders must be acknowledged in writing by the Contractor within five (5) calendar days from the date of the order on the Contractor’s standard confirmation form. The Contractor **MUST** provide the District Transportation Department with written confirmation of a booked trip within one (1) week from the date the trip was booked. The confirmation shall state, at a minimum:

- 6.6.1. Date of confirmation
- 6.6.2. Name of Transportation Department representative

- 6.6.3. Date(s) of trip
- 6.6.4. Pickup point(s)
- 6.6.5. Destination(s)
- 6.6.6. Number of passengers expected
- 6.6.7. Number of buses to be provided, with capacity for each
- 6.6.8. Estimate of cost for the trip
- 6.6.9. Include any expected charges or surcharges beyond the Contractor's usual rate.

The District will book and pay the actual lodging costs of the driver/drivers on any overnight trips or extended trips where the driver is required by law to have eight hours out of service in each workday. Driver's meals shall be the responsibility of the Contractor.

**6.7. Inter/Intrastate Travel**

The District will contract with Contractors for transportation services for both intrastate and interstate travel. Interstate travel is limited to adjoining states only. The District understands that SPAB requirements are invalid outside of California. In the interest of safety when the SPAB is outside California, the District requires the Contractor's driver to operate the vehicle as if it were still in California, following all SPAB laws and regulations to the fullest extent possible.

**6.8. Designated Stops**

The District shall designate where stops are to be made for the purpose of receiving or discharging students. No driver shall stop to receive or discharge students except at stops designated by the District. If, because of changing physical or traffic conditions, a designated stop becomes hazardous, as defined by applicable laws and regulations or in the opinion of the Contractor, Contractor shall immediately notify the District Transportation Representative, who has the authority to designate a new stop.

**6.9. Route and Trip End Points**

- 6.9.1. The point at which mileage and hours end for any trip or route is, for a one-way trip, at the destination defined by the District. The Contractor is responsible for the cost of all deadhead time and miles.
- 6.9.2. The point at which mileage and hours end for a round trip charter is back at the original pickup location. A SPAB contractor can include the time specified in the "Field Trip Arrivals" section as part of the claimed live time if the vehicle is actually standing by at the site during that time.

**6.10. Route and Trip Service Disruptions**

Any change in normal service or disruption of service (i.e.: equipment breakdowns, lost or ill drivers, pupil disruptions, pupil illnesses or injury, routes running late, etc.) provided by the Contractor, shall be reported to the District as soon as possible, but in no case later than fifteen (15) minutes from the time the Contractor is aware of such a situation.

### **6.11. District Trip Changes**

District, with **twenty-four (24)** hour notice to Contractor, may:

- 6.11.1. Change the time and location of pickup and drop-off of students for any Trip, or the starting and ending time and location of any Trip. Contractor shall implement the change on the date specified by the District.
- 6.11.2. Change the number of students for any Trip.

### **6.12. Contractor Route Changes**

If at any time during the Contract Term, Contractor determines that transportation services can be improved by revising a Trip route, scheduling, and/or vehicle assignments, Contractor shall confer with and seek District's written approval before implementing any changes to any Route.

### **6.13. District Closures**

- 6.13.1. District shall not be obligated to compensate Contractor in any way (including any fixed costs) for any Services on those days when any schools and classes are closed, either by the District or by any local, state, or federal authority, to insure the health and safety of students or for any other lawful reason. The decision as to the need for closing a school at the start of the day or for early dismissal during the day shall be made by District or another public agency. If any school closure occurs when any needed Services have been booked by the District, the school closure shall cancel the booking and the District shall not be obligated to compensate Contractor in any way (including fixed costs) for Services. District shall endeavor to provide Contractor reasonable notice of any school closure consistent with the circumstances giving rise to the school closure.
- 6.13.2. Contractor shall, taking into consideration the safety of operations, operate during inclement weather conditions and will provide for appropriate equipment and trained personnel, and will implement alternate vehicle routes, as necessary, and approved by District under such inclement conditions. Foggy day schedules shall be determined by District or other public agencies and communicated to Contractor.

### **6.14. Accident and/or Citation**

In addition to notifying the California Highway Patrol of any accidents, the Contractor shall report all accidents with students on board immediately by telephone to the District Transportation Representative. A list of student names, including birthdates, who were in the vehicle, shall be delivered to the Transportation Representative within two (2) hours of the accident accompanied by a concise description of the accident or incident. A copy of the Contractor's accident report must be delivered as soon as reasonably possible after each occurrence, but in no event later than two (2) working days after the accident. A copy of the police report of each accident or incident shall be provided as soon as it is available. All accidents that occur on deadhead time, which will have any effect on the on-time performance of the trip, run or route, must be reported. These accidents are to be reported by telephone and what vehicle and/or driver are being substituted if substitution is required. No other reporting is required. All accidents or citations that involve Contractor's personnel while in operation pursuant to this Contract shall be reported to District. Accidents involving injuries to students or other persons shall be reported to District **immediately** after Contractor is notified of them. Contractor may deliver accident information by telephone but Contractor must provide to District a written report, which includes all pertinent information, as soon as reasonably possible after each accident, but in no event later than three business

days after the accident. Contractor shall notify the District representative of any citations with students aboard within two hours of the incident accompanied by a concise description of the incident.

## **7. VEHICLES REQUIREMENTS AND CONDITION OF VEHICLES**

Throughout the term, Contractor shall comply with each of the following standards and requirements for each vehicle used to transport students under this contract.

- 7.1.** All vehicles shall be not more than twelve (12) years old as indicated by the year of manufacturer.
- 7.2.** Vehicles transporting twenty (20) passengers or more shall be equipped with high top (extended) roofs. All vehicles shall be equipped with appropriately approved seat belts.
- 7.3.** Contractors must comply with all California and District requirements regarding the installation and use of harnesses, restraints, vests, buckle guards, seatbelts and other devices as required by students on vehicles.

The Parties shall communicate and coordinate regarding the particular trips, schedules, types and number of vehicles, and the students who Contractor will transport. Contractor shall maintain a supply of spare vehicles in sufficient quantity and safe condition to maintain uninterrupted services to District under this Contract. Stand-by vehicles shall meet the same equipment and capacity requirements as vehicles assigned to an established bus route.

## **8. COMPLIANCE WITH LAW**

Operations and services covered by this contract must comply with applicable laws, ordinances and other legal requirements including, but not limited to, the California Education Code, the California Highway Patrol HPH 82.7, the Safety Orders of the California Division of Industrial Safety and applicable requirements of the California Administrative Code, Title 5, Chapter 1, Department of Education Subchapter 5, Pupil Transportation and with the California Administrative Code, Title 13, Motor Vehicles as it pertains to school buses. All operations must comply with CAL/OSHA regulations as well as Federal Standard 17 issued by the Department of Transportation, Washington, D.C. It is the policy of the District that in connection with all work performed under this contract there be 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 and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900, and Labor Code Section 1735. While performing the services and duties required under the contract, the Contractor agrees to comply with and observe all the provisions of the California Vehicle Code and all other applicable laws, and further agrees to comply with all rules and regulations established by the State Board of Education of California, the Department of Education of the State of California, Federal, State and County Regulations, other State agencies (i.e. AQMD), City of Mountain View and the County of Santa Clara and the District relating to the transportation of students.

## **9. VEHICLE MAINTENANCE**

Contractors shall keep and maintain all vehicles in good operating, running and mechanical condition, and in a clean and sanitary condition, adequate for the use and purpose for which the vehicles are intended and in compliance with applicable laws. Repairs shall be completed promptly. Contractor shall make any or all vehicles available in Contractor or District's facilities for inspection by District or District's agents for up to four inspections each calendar year. District may inspect vehicles at any time to determine whether Contractor is maintaining the vehicles in a clean, sanitary, and safe condition. These inspections may be conducted at Contractor's facilities, District's facilities or at a specific school site during a regular run. Date and times of inspections will not be posted in advance. District may inspect vehicles at any time to determine whether Contractor is maintaining the vehicles in a clean, sanitary,

and safe condition. These inspections may be conducted at Contractor’s facilities or at a specific site during a regular run or trip. Date and times of inspections may not be posted in advance.

**10. VEHICLE EQUIPMENT**

Equip all vehicles with, at a minimum, all components (1) required by law, (2) described in this contract, or (3) agreed to by the Parties in writing. Provide all required, appropriate, or related supplies, equipment, and materials in compliance with laws applicable to vehicles used to transport students in the State of California. Any equipment required by law or by a change in any applicable laws shall be made by Contractor at Contactor's sole expense.

**11. VEHICLE COMMUNICATION DEVICE**

Equip all vehicles used to provide transportation services under this contract with an immediate means of communication to Contractor's base of operations by a two-way radio network system licensed by the Federal Communications Commission, and/or mobile phone.

**12. VEHICLE REPLACEMENT**

Notwithstanding the foregoing, in the event that a vehicle does not perform to the reasonable satisfaction of the District, the District shall have the right to demand that vehicle be retired from service under this contract, and the Contractor shall thereafter replace it with a vehicle satisfactory to the District. The Parties agree that a vehicle that cannot start or complete its scheduled trip for two (2) trips during a one-month period is presumptively not performing to the reasonable satisfaction of the District, and that such presumption is conclusive of the issue.

**13. ANTI-IDLING**

The District requires all vehicles, buses, cars and vans, working under contract to completely comply with the California anti-idling regulation, 13 CCR 2480, working to preserve the health of students and the public. A charge of \$50 may be assessed against the Contractors invoice for the trip for each violation observed by a District representative.

**14. FUEL PURCHASES**

Contractor will purchase, at its sole expense, and provide the fuel Contractor uses in providing transportation services to District under this Contract. Vehicles powered by diesel fuel shall comply with 2017 or newer emissions standards. Unless pre-approved by District in writing, District is not obligated to and shall not pay or reimburse Contractor for any materials, supplies or other items relating to services provided by Contractor under this contract. Contractor shall be solely responsible for the cost of all labor, equipment, materials, and supplies necessary and proper to provide services to District under this contract.

**15. SMALL SCHOOL BUS/VAN REQUIREMENTS**

**15.1. GPS.**

All buses are required to be equipped with vehicle speed and location recording devices (GPS). Each Proposer shall provide software, passcodes and access to real time and archived data for use in the office of the District’s Transportation Representative.

**15.2. Video**

All buses are required to be equipped with digital video recorders and a minimum of three cameras, with audio, per vehicle. Contractor shall annually notify parents in writing, in English and Spanish, that their students will be recorded. The District strongly recommends GPS be synchronized with video, and the

software be capable of simultaneously viewing a moving map of the path of the bus with synchronized video. The Contractor shall make archived video available to the Transportation Representative within four (4) hours after notice. Video that is not needed shall be overwritten or destroyed after two weeks.

### **15.3. School Bus Evacuation Drills**

In accordance with State Law, Contractor will conduct school bus evacuation drills at least once during each academic year at no cost to the District. The District will prepare the evacuation schedules and the drills will be performed with the Contractor's driver and vehicle, with District personnel present, at the designated site, date and time. Contractor shall ensure each driver is capable in all respects of evacuating all students on the bus in case of a true emergency. The driver must be familiar with the needs, required equipment and restrictions each student may have and be able to accommodate these needs to ensure the student's safety on the bus, during an evacuation and off the bus. If District is already providing School Bus Evacuation Drills through the Transportation Department or another Contractor, this requirement is excused.

### **15.4. Van Evacuation Drills**

Contractor shall ensure each driver is capable in all respects of evacuating all students in the vehicle in case of a true emergency.

## **16. SPAB/CHARTER BUS SERVICES**

### **16.1. Arrival Time**

Vehicles must arrive at Pick-Up location at least fifteen (15) minutes prior to departure time. This time is permitted to be included in the live time calculation for the trip provided the vehicle is standing by at the site for that amount of time.

### **16.2. Child Safety**

In accordance with VC 28160, each SPAB driver shall follow the following directions. The driver shall only use the form provided by the District.

- 16.2.1. At least one adult chaperone shall accompany the students in each vehicle at all times. If a chaperone is not available to accompany the students in each vehicle then the Contractor is to contact the Transportation Representative for instructions as to whether to cancel at the site or if other arrangements can be made to meet the requirements of this paragraph.
- 16.2.2. Before departing any location, the driver shall have the chaperone sign, with time and date, their SPAB form stating the chaperone has an accurate list of all passengers on board and all are accounted for. This shall be signed by the chaperone on the take, return and at any authorized stops enroute to their destination.
- 16.2.3. The driver shall review all safety and emergency procedures with the group before the initial departure including, but not limited to, location and operation of all emergency exits, location and use of emergency equipment, how to stop the bus if the driver becomes incapacitated and how to contact the driver's dispatch office. The chaperone shall sign and date, with the current time, the SPAB form acknowledging that the vehicle's safety plan and procedures were reviewed.

- 16.2.4. After all pupils have exited the vehicle at any location, including the destination if the driver is doing both the take and return, the driver shall, before moving or stepping off the vehicle, check all areas of the vehicle including, but not limited to, overhead compartments and bathrooms, to ensure that the vehicle is vacant. The driver shall place his/her initials, with time and date, in the appropriate section on the SPAB form acknowledging they have completed this task.
- 16.2.5. The driver shall sign, with time and date, the SPAB Trip form verifying that all required procedures have been followed.

**16.3. Short Notice Trips**

The District shall be allowed to book and cancel athletic or club teams involved in “playoffs”, on short-term notice. 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 event for cancellation.

**16.4. Overnight, Lodging, and Meals**

The District will book and pay the actual lodging costs of the driver/drivers on any overnight trips or extended trips where the driver is required by law to have eight hours out of service in each workday. Driver’s meals shall be the responsibility of the Contractor.

**16.5. Additional Fees**

Parking fees, entrance fees, tolls and added mileage in and around the destination city as well as additional miles to the pre-trip itinerary if approved or ordered by the Group Leader, shall be expenses of the District payable to the Contractor. These expenses shall be detailed on the invoice.

**16.6. Cancellation Charges**

For single day trips the District agrees that Contractors may charge two hundred fifty dollars (\$250.00) as a cancellation charge per bus, provided said cancellation notice is given by the District’s Transportation Department Administrator or designee if less than one (1) week from the date of departure, three hundred dollars (\$300.00) cancellation charge per bus on the date of scheduled trip (spot date) and three hundred fifty dollars (\$350.00) cancellation charger per bus if the bus is cancelled at the school or field trip site. No cancellation charge is allowed if the cancellation request is made more than one week from the date of the trip. For multi-day trips the District agrees that Contractors may charge a two hundred fifty dollar (\$250.00) fee for the first (1) day, one hundred fifty dollar (\$150.00) fee for the second (2) day and one hundred dollar (\$100.00) fee for the third (3) day as cancellation charges per bus provided said cancellation notice is given by the District’s Transportation Representative less than two (2) weeks from the date of departure. If the cancellation request is made more than two (2) weeks from the date of the trip, no cancellation charge is allowed. Conversely, the District reserves the right to assess damages to the Contractor should the Contractor fail to provide equal notice of cancellation of equipment and/or trip. The amount of the damages, which may be assessed to the Contractor, shall be equal to the difference in trip fees between the Contractor’s estimate and the cost of the replacement buses plus three hundred dollars (\$300.00). The Proposer agrees by the act of his/her signing of the contract that the District shall have recourse for unauthorized cancellations. The definition of unauthorized cancellations shall mean a verbal or written notice of cancellation by the Contractor to the District regarding a reservation, charter order, trip agreement or other such verbal or written contract representing an agreed upon trip, or by a failure to show up at a site if the Transportation department has a confirmation in hand. This section shall not apply in the event of any school closure or for the suspension of Services.

**16.7. Cancellation Due to Weather**

Authorities for athletic events do not make a determination whether to cancel an event due to rain or other metrological events until noon (12:00 PM) the same day as the event. There shall be no cancellation charges by the Contractor for cancellations due to weather. Athletic trips may also be cancelled due to poor field conditions. There shall be no cancellation charges by the Contractor for cancellations with 48-hour notice due to poor field conditions.

**16.8. Cancellation by Contractor**

Cancellations, including the reason for such cancellation, shall be submitted in writing to the Transportation Administrator or designee no later than five (5) calendar days from the date of cancellation. In the event of a dispute between the Contractor and the District as to the validity of the reason for said cancellation, the judgment of the Director who oversees Transportation, or their designee, shall prevail.

**17. TERMINATION**

This Contract shall terminate upon expiration of the Term or any Renewal Term. During the Term or any Renewal Term, this Contract may be terminated pursuant to the following:

- 17.1.** Contractor refuses or fails to perform services as required under any Contract Documents.
- 17.2.** Contractor fails to comply with any term or condition of the Contract Documents.
- 17.3.** Contractor refuses or fails to provide vehicles and personnel in quantities and with qualifications required to provide services required by the Contract Documents.
- 17.4.** Contractor furnishes, operates, or uses vehicles that do not conform to the requirements of the Contract Documents.
- 17.5.** Contractor furnishes a driver who does not meet the required license. Certificate and training criteria.
- 17.6.** Contractor refuses or fails to comply with laws applicable to the services required by the Contract Documents, or District's instructions.
- 17.7.** Contractor materially breaches one or more provisions of the Contract Documents.
- 17.8.** Contractor fails to maintain insurance or a performance bond as required under this contract.
- 17.9.** Contractor neglects to perform any of the services listed herein in the manner and time specified, or if, in the opinion of the District, the services provided are not performed satisfactorily.

**18. NOTICE OF TERMINATION**

A Party intending to terminate this Contract pursuant to this section shall provide the breaching Party with written notice at least sixty (60) days ("**Termination Notice Period**") before the effective termination date and provide the breaching Party with fifteen (15) business days after the date of receipt of the notice to terminate to cure ("**Cure Period**") unless the District is terminating for its convenience without cause or the non-breaching Party agrees in writing to an extension of the Cure Period prior to its expiration. Upon expiration of the Cure Period and any mutually agreed upon time extension, if the breaching Party has not corrected the breach and provided written notice of completion of such corrective action to the non-breaching Party, this Contract shall terminate effective

the day immediately following the expiration of the Cure Period without any further notice or actions by either Party.

## **19. ADDITIONAL GROUNDS FOR TERMINATION**

Notwithstanding any provisions to the contrary in this contract, this Contract shall terminate during the Term or any Renewal Term pursuant to any of the following:

### **19.1. Termination Due to Criminal Background Check**

At the District's sole discretion and upon written notice by District to Contractor, may terminate this contract, effective on the date stated in District's notice of termination, if Contractor provides any driver or attendant who has a conviction of, or a pending criminal proceeding for, a violent felony listed in Penal Code section 667.5(c) and/or a serious felony listed in Penal Code section 1192.7(c).

### **19.2. Contractor Noncompliance with Applicable Laws**

At the District's sole discretion and upon written notice to Contractor, may terminate this Contract effective on the date stated in District's written notice if Contractor, in performing services under this contract, fails to comply with federal, state and local laws and/or regulations and/or District policies that apply to Contractor's performance of services required by the Contract Documents.

### **19.3. Contractor Receivership, Bankruptcy, or Inability to Pay Debts**

At the District's election and upon written notice to Contractor, may terminate this Contract effective on the date specified in District's notice of termination if Contractor shall: (1) file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors; (2) apply for, consent to, or have an order, judgment, or decree entered by a competent court for, approval of a petition or appointment of a receiver, trustee, custodian, or liquidator of Contractor or all or a substantial part of Contractor's assets; (3) be unable to, fail to, or admit in writing to Contractor's inability generally to pay Contractor's debts as they become due; or (4) make a general assignment for the benefit of creditors.

### **19.4. Contractor Unauthorized Assignment or Transfer of Contract**

Any assignment or transfer of this Contract by Contractor in violation of this Contract constitutes a material breach of this Contract and District, at District's sole discretion and upon written notice to Contractor, may terminate this Contract effective on the date stated in District's written notice.

### **19.5. Contractor Unauthorized Use of Subcontractor**

Small School Bus, SPAB, Charter Bus, or van services shall not use a subcontractor without the express written permission of the District. Subcontractors shall be vetted and subject to all portions of this contract. Use of an unauthorized subcontractor constitutes a material breach of this Contract and District, at District's sole discretion and upon written notice to Contractor, may terminate this Contract effective on the date stated in District's written notice.

### **19.6. Contractor Failure to Procure and Maintain Required Insurance**

If Contractor fails to maintain any of the insurance required by this contract, District, upon providing Contractor with written notice, may terminate this Contract effective on the date stated in District's written notice.

**19.7. Contractor’s Performance of Poor Services**

The District has the right to cancel this Contract if the Contractor does not show up for a trip, is over thirty (30) minutes late for a trip on two (2) or more occasions during any the Term or any Renewal Term, provides a vehicle and/or driver that is not SPAB or school bus certified or does not provide a vehicle as specified in the order. In the event the Contractor fails to deliver as and when specified, the District reserves the right to cancel the order, or any part thereof, without prejudice to its other rights, and the Contractor agrees that the District may charge the Contractor with any loss or expense sustained as a result of such failure to deliver.

**19.8. Non-Allocation or Insufficient Allocated Funds**

Upon written notice to Contractor, District may terminate this Contract effective on the date stated in District’s notice if, during the Term or any Renewal Term, District and/or other government agencies and/or grant or funding entities from whom District receives or is to receive funds to pay for this contract: (1) reduce or eliminate some or all funds to pay for this contract, (2) fail to or determine not to appropriate or allocate funds for future payments under this contract, or (3) fail or determine not to allocate funds in an amount sufficient to make future payments under this contract.

**19.9. License, Certification or Permit**

District, at District’s sole discretion and upon written notice to Contractor, may terminate this Contract effective on the date stated in District’s written notice if Contractor’s license, certification, or permit required to provide services under this Contract has been revoked, repealed, suspended, or placed on probation by any governmental or accrediting agency.

**19.10. Safety Compliance Report**

District, at District’s sole discretion and upon written notice to Contractor, may terminate this Contract effective on the date stated in District’s written notice if Contractor’s terminal is rated unsatisfactory on their Safety Compliance Report and the facility is not brought to satisfactory condition within 120 days of the rating. Contractor shall notify District in writing within 5 days if they receive an unsatisfactory rating.

**19.11. Termination for Convenience**

District shall have the right in its sole discretion to terminate the Contract for its own convenience as provided herein. In the event of a termination for convenience, Contractor may invoice District according to the percentage of completed services up to the time of termination, and District shall pay all undisputed invoice(s) for services satisfactorily performed under the terms of this Contract performed until the date of District’s written notice of termination.

**19.12. Other Grounds for Termination**

In addition to any other termination rights set in this Contract and without prejudice to any other rights or remedies that either Party may have, either Party may terminate this Contract immediately by delivery of written notice to the other Party at any time if any of the following occur: (i) the other Party files a voluntary petition for bankruptcy which is not dismissed within ninety (90) days; (ii) the other Party discontinues its business; (iii) a receiver or trustee of any of the other Party’s property is appointed and such appointment is not discharged within ninety (90) days; (iv) the other Party breaches a material provision of this Agreement and such default is not cured within fifteen (15) business days after written notice thereof; and (v) any of the representations or warranties made by the other Party in this Agreement prove to be untrue or inaccurate in any material respect.

## 20. RIGHTS AND OBLIGATION UPON TERMINATION

Upon termination of this contract, the following shall apply and shall survive termination of this contract:

- 20.1. **Generally.** Any terms or conditions that by their nature extend beyond the termination of this Contract shall survive the termination of this Contract and remain in effect thereafter until they are fulfilled.
- 20.2. **Termination by District for Cause.** If District terminates this Contract for cause and not for convenience pursuant to the **Grounds for Termination** Section, District may secure the services required by the Contract Documents from any other company or entity. If the cost to District to secure such services exceeds the cost under this contract, the excess cost shall be charged to and collected from Contractor and/or its surety under the performance bond. This recovery is in addition to and not in limitation of any other rights or remedies available to District to recover damages or seek other remedies from Contractor under this Contract or applicable laws.
- 20.3. **Payment.** Upon termination of this Contract, Contractor shall be paid only for services that Contractor performed in accordance with this Contract before the effective date of termination and for which Contractor has submitted an invoice and documentation as required by District. District shall not be obligated to pay Contractor for any services that Contractor has not performed or has not performed in accordance with the Contract Documents, and District shall have no further liability to Contractor, whether pursuant to contract, law, or equity.
- 20.4. **Return of District-Provided Records and Information.** At District's request, all documents, records, data, information, and materials and other items that District provided to Contractor related to this Contract shall be returned to District no later than 30 days after the effective date of termination of this Contract or the date of District's request, whichever is earlier.

## 21. INSURANCE REQUIREMENTS

Contractor, at its sole cost and throughout the Term or any Renewal Term, shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder, and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

## 22. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

### 22.1. Commercial General Liability (CGL)

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. This insurance shall include blanket contractual liability and shall not exclude coverage for child molestation. This insurance shall be endorsed to include the District and its officers, employees, agents and volunteers as an additional insured.

### 22.2. Workers' Compensation

As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

**22.3. Automobile Liability**

ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$5,000,000** per accident for bodily injury and property damage.

**22.4. Sexual Abuse or Molestation (SAM) Liability**

If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

**23. OTHER INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, the following provisions

**23.1. Additional Insured Status**

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and SAM policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

**23.2. Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**23.3. Waiver of Subrogation**

Contractor hereby grants to the District a waiver of any right to subrogation, which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

**23.4. Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall

provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

**23.5. Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the District.

**23.6. Claims Made Policies**

If any of the required policies provide claims-made coverage.

- 23.6.1. The Retroactive Date must be shown, and must be before the date of the Contract or the beginning of Services.
- 23.6.2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the Services.***
- 23.6.3. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to the Effective Date*, the Contractor must purchase “extended reporting” coverage for a minimum of *five (5) years* after completion of work.

**23.7. Verification of Coverage**

Contractor shall furnish the District with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the District before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**23.8. Special Risks or Circumstances**

The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**24. FORCE MAJEURE**

No Party shall be liable for any failure or delay in performing this Contract if a Force Majeure event caused the failure or delay and the Party seeking relief under this Section has provided the other Party with written notice of the occurrence of the Force Majeure event, except that a failure to pay any amount due under this Contract shall not be excused by a Force Majeure event where the required services has been performed in accordance with this contract; provided, however, that the District shall not be required to compensate contractor if any school closure or the suspension of Services is caused by a Force Majeure Event (as defined herein). A **“Force Majeure Event”** shall mean events or circumstances that are beyond a Party’s reasonable control and occurring without the Party’s fault or negligence, and which by the Party’s exercise of due diligence could not reasonably have been avoided and was not avoided, which events or circumstances, include, but are not limited to, acts of God, such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters; terrorist attacks; wars; epidemic, pandemic, governmental/executive order, and/or related quarantine; strikes; lockouts; labor disputes; riots; explosions; or governmental acts or order, including sanction, embargo, and import or export regulation.

## **25. SUSPENSION OF SERVICES**

Despite any provisions to the contrary in the Contract, District shall have the right to suspend, delay, or interrupt any or all services at any time during the Term or any Renewal Term upon written notice provided to Contractor at least ten (10) business days before the suspension, delay, or interruption begins, except in the event of an emergency in which case District shall provide reasonable notice consistent with circumstance giving rise to the emergency. Such written notice shall state the beginning date and ending date of the suspension, delay, or interruption, or may state that any suspension is for an indefinite period ("**Suspension Period**"). If during the Suspension period the District determines that the Suspension Period needs to be extended, the District shall provide notice consistent with this provision of an extension to the Suspension Period. Unless the Parties agree in writing otherwise, the following shall apply upon District's exercise of its right under this section: (1) Contractor shall not be entitled to any damages or additional compensation relating to, resulting from, or arising out of District's exercise of its right under this section or the suspension period; (2) Contractor shall only be entitled to compensation for Services actually performed up to the date that a suspension commences, and Contractor waives any right to compensation (including fixed costs) during the Suspension Period; and (3) Contractor shall resume performance of the Services on the next business day following the ending date of the suspension period.

## **26. INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS.**

### **26.1. Indemnity Obligations**

Excepting only such claims, demands, lawsuits, causes of action, actions, proceedings, damages, liabilities, judgment and expenses, including attorney's fees and costs (**collectively "Loss"**) that are caused by District's fault or negligence in which case District shall be responsible therefore only to the extent of and in proportion to District's liability, Contractor shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless District and its officers, employees, and agents (**collectively "District Personnel"**) from and against any Loss related the Services or this Contract, including but not limited to, injuries to or death of any person; damage, loss, loss of use, or destruction of property of District or any third party; and compensatory damages, statutory and/or regulatory fines and penalties, and/or extra-contractual liability. While students are under the supervision of Contractor or riding in any vehicle operated by Contractor, the students shall be considered Contractor's agents for the purpose of this Section, and as such, Contractor shall be responsible for and owe a duty to defend, indemnify, and hold harmless the District Personnel and each school district or public agency on or to which site Contractor provides transportation services for any demands, claims, causes of action, actions, lawsuits, or liabilities arising or occurring out of any act or omission of the students or that are made by the students.

### **26.2. No Limitation by Insurance and Survival**

Contractor's contractual and equitable indemnity obligations and liabilities are not limited to or by any insurance that Contractor maintains but apply to the fullest extent permitted by law without regard to whether Contractor's insurance provides coverage for the obligations and liabilities. Contractor's contractual and equitable indemnity obligations and liabilities shall survive the termination of this contract.

### **26.3. Risk of Loss**

Contractor is not responsible for the loss, damage, or theft of personal property. Contractor is not responsible for the personal injury of customers, or third parties, caused by the negligent or intentional acts of the District, passengers or third parties.

## **27. DISPUTE RESOLUTION**

### **27.1. Meet and Confer**

The Parties shall meet and confer in good faith to resolve any disputes between them regarding or relating to this contract, including the alleged breach, interpretation, or application of this contract.

**27.2. Mediation**

If the Parties are unable to agree upon a resolution during the meet-and-confer process, the Parties shall submit the dispute to a mediator, with each Party to pay one-half of the mediator's fees and costs. Each Party shall bear its own attorney's fees and costs that it may incur to participate in the mediation.

**27.3. Handling of Matters During Dispute**

During any dispute, District's decision, for the time being, shall prevail, and Contractor shall perform this Contract as directed by District without prejudice to a final determination of the dispute. During a dispute regarding payment under this contract, District shall pay Contractor the amount that is undisputed and due to Contractor; if a disputed amount is finally determined to be due to Contractor, District shall pay such amount to Contractor within 30 days of the final determination. Except for an action to obtain injunctive relief to preserve the status quo and/or prevent irreparable injury or harm pending the completion of the meet-and-confer required by this article, a Party may not commence a civil action regarding or relating to this Contract until after compliance with this article.

**28. FINGERPRINTING AND CRIMINAL BACKGROUND**

Contractor shall require and ensure that each of its employees who will be operating or riding on any vehicle where any students will be present, will have been fingerprinted and criminal background checks completed, and that Contractor has completed, signed, and delivered to District the Fingerprinting Notice and Criminal Background Check Certification attached hereto as "CRIMINAL BACKGROUND INVESTIGATION/FINDER PRINTING CERTIFICATION" and incorporated by reference. Contractor shall apply for subsequent arrest notifications with the California Department of Justice in order for Contractor to receive subsequent arrest notices for Contractor and Contractor's employees, and shall provide District with proof of Contractor's application for subsequent arrest notifications and with an updated Fingerprinting Notice and Criminal Check Certification if there are any changes to the information Contractor previously provided. Contractor must immediately remove from performance of services under this Contract any of Contractor's employees who are convicted of or against whom a criminal proceeding is, pending for a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor shall indemnify, defend, and hold harmless District, the District Board of Education and their officers, employees, consultants, volunteers, and agents against any claims, demands, lawsuits, causes of action, actions, proceedings, damages, liabilities, judgments and expenses, including attorney's fees and costs, resulting from, arising out of, or caused by Contractor's failure to comply with this section.

**29. ADDITIONAL PROVISIONS**

**29.1. Entire Agreement and Amendment**

This Contract constitutes, and is a complete and exclusive statement of, the Parties' agreement pursuant to Code of Civil Procedure section 1856. Except as specifically provided in this Contract otherwise, this Contract shall be amended or modified only by a writing executed by the Parties.

**29.2. Applicable Law, Venue, and Interpretation**

This contract is to be construed according to its fair meaning and not strictly for or against any Party, and in accordance with California laws without giving effect to California's conflict of law provisions. All claims, disputes, and lawsuits arising out of or in connection with this contract shall be resolved or adjudicated in

the appropriate state or federal court in the county in which the District administrative offices are located, provided that nothing in this contract constitutes a waiver of immunity to suit by District.

**29.3. Execution by Facsimile or in Counterparts**

The Parties may sign this Contract in counterparts such that their signatures may be on separate pages. A copy, facsimile or an original of this contract, with all signatures appended together, shall be deemed a fully executed agreement. Signatures transmitted by facsimile or other electronic means shall be deemed original signatures.

**29.4. Independent Contractor**

Contractor is retained as an independent contractor. Contractor and its officers, employees, and agents are not officers, employees, or agents of District. Contractor shall not represent or hold out itself or any of its officers, partners, employees, or agents to be an employee or agent of District. Contractor shall be solely responsible for paying and shall pay all federal, state and local income tax, social security tax, workers' compensation insurance, state disability insurance, and any other taxes or insurance under federal, state, or local law. Contractor and its principals, officers, employees, and agents are not eligible to receive from District workers' compensation, medical, indemnity or retirement benefits. This Contract shall not be construed to create a partnership or joint venture between the Parties.

**29.5. Non Discrimination**

Contractor shall not discriminate against any of its prospective or active employees based on race, color, ancestry, national origin, sex, religious creed or any other protected status, and shall comply with applicable federal and California laws, including but not limited to, the California Fair Employment and Housing Act.

**29.6. Notices**

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail. Any notice by email shall be effective upon acknowledgment of receipt, if requested. All notices provided for herein shall be directed as follows:

<b>If to District:</b> Mountain View Whisman School District 1400 Montecito Ave. Mountain View, CA 94043 ATTN: Dalewyn Spinks, Director of M.O.T.	<b>If to Contractor:</b> Durham School Services, L.P. 2601 Navistar Dr. Lisle, IL 60532 ATTN: Contracts Administrator
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**29.7. Assignment and Transfer**

Contractor shall not assign or transfer any of Contractor's rights or obligations under this Contract, including by operation of law or change of control or merger, without District's prior written consent. Notwithstanding the foregoing, neither Party shall assign this Contract without the prior written approval of the other Party.

**29.8. Waiver**

Any failure by a Party to comply with any covenant, term, or condition of this Contract may be waived only in writing by the Party in whose favor a covenant, term, or condition runs. A Party's failure to insist upon

strict compliance with or to enforce any covenant, term, or condition of this Contract shall not constitute a waiver of, or estoppel with respect to that covenant, term, or condition. A Party's waiver of any covenant, term, or condition of this Contract shall not be deemed or constitute a waiver by that Party of any other provision of this contract, and such waiver shall also not constitute a continuing waiver unless the Party making the waiver expressly agrees to a continuing waiver in writing.

**29.9. Severability**

If a court of competent jurisdiction holds any provision of this Contract void, illegal, or unenforceable, this Contract shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this contract. The remaining provisions shall be construed to preserve the Parties' intent and purpose in this contract, and the Parties shall negotiate in good faith to modify any invalidated provisions to preserve each Party's anticipated benefits under this contract.

**29.10. Provisions Required by Law Deemed Inserted**

Each provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein.

**29.11. Advertising**

A Party shall not use the other Party's name or logo in any descriptive or promotional literature or communication of any kind without the other Party's prior written consent.

**29.12. Binding Effect and Third Party Benefits**

This Contract is for the benefit of and shall be binding on the Parties and their respective predecessors, successors, governing bodies, principals, officers, employees, agents, representative, and assigns (if such assigns are made in accordance with this contract). Nothing in this Contract creates any contractual relationship between any Party and any third party or gives any third party any claim or right of action against any Party.

**29.13. Cumulative Rights and Remedies**

Unless specifically provided in this contract, no right or remedy in this Contract provided to any Party is exclusive of any other remedy or right, and each and every right or remedy shall be cumulative and in addition to any right or remedy provided under this contract, or now or hereafter existing at law or in equity.

**29.14. Headings**

The headings in this Contract are provided for the convenience of the Parties and in no way define, limit, extend or describe the scope or intent of this Contract or of any of the provisions of this contract. If any conflict or inconsistency exists between any heading and any provision, the provision, and not the heading, shall govern and control the construction of this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date(s) indicated below.

Dated: \_\_\_\_\_, 2025

Dated: August, 25, 2025

**Mountain View Whisman School District**

**Durham School Services, L.P.**

By: \_\_\_\_\_

By:  \_\_\_\_\_

By: Durham Holding II, LLC  
Its General Partner

Print Name: \_\_\_\_\_

Print Name: Paul Egger

Print Title: \_\_\_\_\_

Print Title: Vice President, Charter

**EXHIBIT "A" TO TRANSPORTATION SERVICES – SCHOOL RELATED ACTIVITIES AGREEMENT**

Contractor shall provide Services based upon the following rate schedule, as more precisely described in Exhibit A:

[Insert Rate Schedule OR Bid Form. If Bid Form Used, use the sentence below]

The "Base Rates" and the "Additional Rates" shall be the only rates Contractor is entitled to invoice District for Services.

**EXHIBIT "B" TO TRANSPORTATION SERVICES – SCHOOL RELATED ACTIVITIES AGREEMENT**

**SERVICES TYPES AND SCOPE OF WORK**

1. Contractors that provide Small Bus/Van transportation services to and from school related activities. Trips typically consist of transportation to and/or from field trips, club events, or athletic events, for one day trips. Trips under this provision could occur on weekdays and/or weekends. Buses shall be equipped with storage compartments sufficient for the group's equipment.
2. Contractors that provide SPAB/Charter Bus transportation services to and from school related activities, from one or more schools as designated by the District's Transportation Department. Typical trips consist of transportation to and from field trips, club events, or athletic events, in the midafternoons and/or from events in the late evening. Some trips may include an overnight stay. Buses shall be equipped with storage compartments sufficient for the group's equipment.

**EXHIBIT "C" TO TRANSPORTATION SERVICES – SCHOOL RELATED ACTIVITIES AGREEMENT**

**SPECIAL TERMS AND CONDITIONS**

**1. DRIVER REQUIREMENTS**

- 1.1. Contractor shall assign the same driver to the same trip and school club/team whenever possible.
- 1.2. Contractors providing van service shall provide all drivers with training in car seat installation by a certified instructor. Additionally, for Contractors providing van, SPAB or school bus service, District will notify Contractor that the driver assigned to a student's service may require additional training to accommodate a student's condition when the student is identified as having specialized medical, behavioral or other problems or needs. These can include, but not limited to, buckle guards, support vests, safety vests (harnesses) and wheelchair tie-downs. Contractor shall supply these items as needed.
- 1.3. All drivers and relief drivers shall participate in a safety program provided by Contractor. District shall be permitted to participate in scheduled driver safety meetings for the purpose of coordination and articulating District's transportation programs and needs. Contractor shall notify the District's Transportation Representative a minimum of 7 calendar days prior to the meeting. The notification shall include date, time and location of the meeting and planned topics.

**2. CONTRACTORS REQUIREMENTS**

- 2.1. During the Term or any Additional Term, Contractor shall provide an adequate number of qualified and trained drivers to cover all needed transportation services.
- 2.2. Contractor shall employ only qualified drivers trained and licensed in accordance with applicable California and federal laws to operate the vehicles that will be used to provide transportation services under this Contract, including, without limitation: training sufficient to obtain a School Bus Driver's Certificate; training to ensure proficiency in the type(s), brake system(s), or transmission(s) of vehicle(s) to which any driver might be assigned, prior to a driver employed by the Contractor performing Services under this Contract.
- 2.3. Drivers shall be knowledgeable of the contents of this Contract, excluding rate information; any transportation rules provided by District; all applicable laws regarding operation of vehicles and transportation of students; and District policies and regulations.
- 2.4. Contractor shall instruct drivers regarding the rules and regulations applicable to safe driving on school grounds, and shall insure that such drivers exercise caution at all times. Each driver providing Services under this Contract shall be responsible for student discipline on vehicles as specified in section 14103 of Title 4 of the California Code of Regulations.
- 2.5. Drivers, including those not required to hold a commercial license, shall be required to submit to controlled substance and alcohol testing as required by and in accordance with regulations of the United States Department of Transportation. Contractor shall adhere to District policy regarding drug and alcohol use. Contractor shall complete the certification attached hereto as "**Drug-Free Workplace Certification**" and incorporated by reference.
- 2.6. Each driver shall have knowledge of the operation of the mobile two-way radio, and/or mobile phones and the federal, state and local regulations and policy concerning their use.

- 2.7.** Drivers are required to be well groomed. Contractor shall provide all drivers with an appropriate picture identification name badge with the driver's name and photograph displayed on it, which each driver shall wear at all times while on duty. Contractor shall require all drivers to have a timepiece with them while on duty so that the drivers can maintain established scheduled times.
- 2.8.** Drivers shall be trained and certified in pediatric first aid by a certified California Emergency Medical Services Authority. Cardiopulmonary resuscitation (CPR) certification is recommended but not required.
- 2.9.** It shall be the driver's responsibility to see that car seats, seat belts, safety vests, harnesses, or any other restraint or safety devices are fastened, adjusted, and properly worn as soon as the student enters their seat and for the duration of the trip. If a parent, guardian, aide, teacher or other person responsible for the student off the vehicle does not "buckle in" or "unbuckle" the student, the driver is responsible for performing this task. The driver is ultimately responsible for ensuring the student is properly secured in their seat.
- 2.10.** Upon request, a qualified representative from the Contractor shall attend Individualized Education Program (IEP) meetings, behavioral conferences and other required meetings.
- 2.11.** Contractor shall be solely responsible for hiring and discharging Contractor's drivers and other personnel who are employed to carry out this contract and such personnel shall be and remain the employees of Contractor at all times and shall have no employee status or rights with regard to District. Contractor shall not enter into any agreement with an employee, person, group, or organization that will interfere with Contractor's ability to perform fully of this Contract. Contractor is solely responsible for the assignment and discipline of Contractor's employees and all other matters incidental to the performance of services under this Contract and the control of Contractor's employees. The District shall have the right to require the Contractor to remove a driver from operating a vehicle on a route or trip if the District determines the Driver is not qualified to safely operate a vehicle in accordance with the District's standards and goals. However, the District's delay in or failure to remove a driver shall not constitute evidence of any liability or responsibility on the District's part.
- 2.12.** At all times during the Term and any Renewal Term, Contractor shall provide adequate number and qualified and trained drivers to cover all transportation services as District may need. Should Contractor fail to provide sufficient drivers, the District may secure such services and reduce the Contractor's next invoice by the cost of such services.
- 2.13.** Contractor shall ensure compliance with Education Code section 49406, subdivision (I). Contractor shall complete, sign, and deliver to District the Tuberculosis Clearance Certification or provide District with documentation satisfactory to District that each of Contractor's drivers who will provide services under this Contract has been examined and determined by a licensed physician or surgeon within four years of the Effective Date to not have active tuberculosis. If during the Term or Renewal Term, any of Contractor's drivers who are providing services under this Contract are determined to have active tuberculosis, Contractor shall immediately remove such drivers from providing services under this Contract. Repeat tuberculosis examinations shall be completed every four (4) years.
- 2.14.** Contractor shall ensure that each driver employed by Contractor shall be in good health to ensure that adequate service is provided to the District. Contractor shall ensure compliance with Motor Carrier Safety Regulations (Title 49, sections 391.41 through 391.49 of the Code of Federal Regulations). Prior to performing transportation services under this Contract, every driver employed by Contractor shall submit to the Contractor a completed Medical Examiner's Certificate. At District's request, Contractor shall provide the District the Medical Examiner's

Certificate of any driver providing transportation services under this Contract. Contractor shall ensure that any contractor of employment for any employee providing Services under this Contract shall consent to such release.

### 3. LIQUIDATED DAMAGES FOR REFUSAL OR FAILURE TO PERFORM TRANSPORTATION SERVICES

- 3.1. Assessment of Liquidated Damages.** Except for the first two (2) days at the start of the Term, Contractor's refusal, failure, and/or delay in performing the services as required by the Contract shall subject Contractor to liquidated damages. During the first two days of the start of the Term, the District understands there will be delays and that the Contractor will make every effort to run on time but in no way permit a Contractor to refuse or fail to provide services.
- 3.2. Amount of Liquidated Damages.** The actual occurrence of damages and the actual amount of damages that District would suffer if the services were not performed in accordance with the Contract Documents are dependent upon many circumstances and conditions that could prevail in various combinations and from the nature of the case, making it impracticable and extremely difficult to fix the actual damages. Damages the District would suffer if Contractor refuses, fails, or delays performance of the required services include, but are not limited to, cost incurred to provide alternative transportation services; disruption of the regular and/or special education programs of District, and participating school districts; costs of administration; and the loss suffered by school districts and students who use the transportation services that Contractor is required to provide under the Contract Documents. Assessment of liquidated damages under this Section shall in no way relieve Contractor of its obligations to provide spare vehicles and drivers sufficient to cover all interruptions in service to District due to failure of equipment or lack of personnel. Accordingly, the Parties agree that the amount stated below shall be the amount of damages that District shall directly incur upon Contractor's refusal, failure, and/or delay in performing the services as required by the Contract Documents:
- 3.3. Missed Entire Trip.** If Contractor fails or refuses to perform services for an entire scheduled Trip, Contractor shall pay to District, for each day that such services are required, an amount equivalent to the ONE TIMES (1X) the Trip Rate applicable to the Trip ("Missed Entire Trip Charge"), in addition to forfeiting any right to collect the Trip Rate applicable to the Trip for that particular day.
- 3.4. Missed Portion of Route.** If Contractor fails, refuses, and/or delays to perform services for only a portion of a Trip or Contractor is late by more than 15 minutes on the run due to Contractor's fault, Contractor shall pay District an amount equivalent to the ONE QUARTER TIMES (0.25X) the Daily Trip Rate (or typical hourly and mileage rate for that route) applicable to the Trip ("Missed Portion Trip Charge"), in addition to forfeiting any right to collect the Daily Trip Rate applicable to the route for that particular day as prorated based on the portion of the Trip Time that Contractor has not performed in comparison to the Trip Time that Contractor performed. Delayed runs that are not Contractor caused (i.e., traffic accident, weather or another similar predicament) will not be charged. The Contractor will be required to notify District within 24 hours of this type of delay.
- 3.4.1. Missed Students.** If any student is not picked up and/or dropped off for a Route due to neglect by the Contractor's, the Contractor shall on its own time and at its own expense, pick up or drop off the missed student in a timely manner. If Contractor fails or refuses to do so, this shall be deemed a **Missed Portion of Route Charge** and liquidated damages will be assessed accordingly.
- 3.4.2. Deduction from Payments Due to Contractor.** If Contractor becomes liable for liquidated damages as indicated herein, District, in addition to all other rights and remedies under this contract and applicable laws, shall have the right to deduct and

retain from any payment due to Contractor an amount equivalent to the liquidated damages that District assesses pursuant to this Section.

- 3.4.3. The Contractor shall report every incidence of delay, missed route, or missed students to the District within twenty (20) minutes of occurrence in a manner and format acceptable to the District. This is a zero tolerance standard of performance.

**EXHIBIT "D" TO TRANSPORTATION SERVICES – SCHOOL RELATED ACTIVITIES AGREEMENT**

**CHARTER CONFIRMATION FORM**

**ITINERARY:** The Carrier’s driver will adhere to the following itinerary and provide the following Services. Any changes must be approved by a Carrier representative and may result in additional fees charged to the Customer. All itineraries are subject to review and approval by the Carrier. Carrier is not responsible for fulfilling itineraries developed by the Customer, which indicate a time that the Customer expects to arrive at certain locations after the initial pick up time.

Type of Trip: \_\_\_ Single Trip \_\_\_ Round Trip \_\_\_ Multiple Destination

Pick Up Date: \_\_\_\_\_ Time \_\_\_\_\_ AM/PM Number of Passengers: \_\_\_\_\_ children \_\_\_\_\_ adults

Number of Buses: \_\_\_ Type of Bus: \_\_\_\_\_ Air-conditioned: \_\_\_ Y/N

Wheelchair Access: \_\_\_ Y/N (incl. storage)

From:  
\_\_\_\_\_

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

Departure Date: \_\_\_\_\_ Time: \_\_\_\_\_ AM/PM

From:  
\_\_\_\_\_

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

List any additional stops or destinations:  
\_\_\_\_\_

**PAYMENT:** Full payment for undisputed Services are due thirty (30) days after the scheduled Pick-Up Date. A final invoice will be sent to Customer for any additional charges or overages after completion of the trip.

**FEES:** The Customer agrees to pay the Carrier the following fees:

<b>Rate for Services</b>	\$_____ (per vehicle, per trip)
<b>Cancellation Fee</b>	\$_____ (per vehicle)
<b>Additional Charges (parking, tolls, entrance fees, etc.)</b>	\$_____
<b>Cleaning Fee</b>	\$_____

The fees for the Services are subject to the itinerary above and any changes may result in additional fees. There will also be a charge of \$\_\_\_\_\_ per hour for any trip over \_\_\_\_\_.

**ADDITIONAL CHARGES:** The Customer shall be responsible for all parking expenses, tolls and park entrance fees at time of service.

**CANCELLATIONS:** See Response.

**RESPONSIBLE PARTY:** The Customer identifies the following person to be the primary point of contact who will be available, if needed, during the charter trip.

_____	_____	_____	_____
Customer Contact Name	Title/Position	Phone	Mobile

**AUTHORIZED CONTACTS:** The Customer identifies the following person(s) as additional authorized contacts as it relates to the itinerary and Services.

_____	_____	_____	_____
Customer Contact Name	Title/Position	Phone	Mobile

_____	_____	_____	_____
Customer Contact Name	Title/Position	Phone	Mobile

_____	_____	_____	_____
Customer Contact Name	Title/Position	Phone	Mobile

Customer's authorized signature below demonstrates full acceptance and acknowledgement of the terms and conditions of this Charter Confirmation and the Transportation Services Agreement between the Customer and the Carrier.

_____	_____	_____
Authorized Signature	Print Name/Title	Date Signed

## EXHIBIT E

### CHARTER PASSENGER POLICY

#### **Purpose**

This policy provides guidance to the Customer regarding all charter transportation passengers, including but not limited to, employees, staff, and customers of the Customer who ride the charter buses provided by the Carrier.

#### **Scope**

This policy prohibits the following acts on any Carrier vehicle which is used as part of the services Carrier provides to Customer under the Agreement:

- Smoking tobacco or any other substance, or carrying a lighted or smoldering substance in any form.
- With the exception of peace officers, carrying aboard any weapon.
- Carrying aboard any flammable or explosive substance except for matches and cigarette lighters. For example, cooking stoves, propane tanks and other fuels are prohibited. Carrying aboard any package or article of a size which will block any aisle, emergency exit, or stairway of the vehicle.
- Carrying aboard any animal not housed in an enclosed carrying container. Such container cannot block or hinder travel in the aisle, emergency exit, or stairway. Service animals are allowed.
- Carrying aboard a stroller unless such item is folded and unoccupied. Strollers must remain folded while aboard the vehicle and must not block or obstruct an aisle, emergency exit, or stairway.
- Playing radios or other audio devices or musical instruments aboard unless the only sound produced by such item is emitted by a personal listening attachment (earphone) audible only to the person carrying the device producing the sound. An exception exists for peace officers, security guards, and for Carrier officials while performing their official duties.
- Littering, discarding, or depositing any trash, debris, or offensive substances in non-appropriate places.
- Spitting, urinating, or defecating.
- Damaging, writing upon, or otherwise defacing or altering property.
- Fighting or engaging in any violent, tumultuous, or threatening behavior.
- Making excessive and unnecessary noise, or using profanity.
- Obstructing the free movement of passengers.
- Interfering with the safe operation or movement of a Carrier vehicle or operator.
- Standing or otherwise occupying any space in front of the line marked on the forward end of the floor of the vehicle or otherwise conducting himself in such a manner as to obstruct the vision of the vehicle operator while the vehicle is in motion.
- Impeding the opening of, or interfering or tampering with, or otherwise obstructing the operation or use of, any window, door, or other emergency exit.

- Standing in the way of direction or impeding the vehicle from moving.
- Posting or removing any notice or advertisement unless authorized by a Carrier official.
- Throwing any stone, wood, snow or other substance at, into, or from any Carrier vehicle.
- Gambling or soliciting others to engage in gambling.
- Engaging in any activity prohibited by State, County, or Municipal law.
- Entering or exiting a Carrier vehicle through the rear exit door unless directed by a Carrier official or in the event of an emergency.
- Climbing through a window or extending an arm, leg or head out the window of any Carrier vehicle.
- Hanging onto or attaching oneself to any exterior part of a Carrier vehicle while the vehicle is resting or in motion.
- Running or engaging in any horseplay.
- Refusing to leave any Carrier vehicle after having been ordered to do so by the operator of the vehicle, a security guard, peace officer, or Carrier official or supervisor.

### **Compliance**

If a Carrier operator encounters any individual(s) violating this policy on a Carrier vehicle, the operator will ask the individual(s) to stop the activity or leave the premises. If the individual(s) persist in their conduct, the Carrier will notify a peace officer who will take the appropriate action. Compliance with this policy is required of each passenger. Failure to comply with this policy may result in immediate removal up to suspension of charter transportation privileges.

**DRUG-FREE WORKPLACE CERTIFICATION**

For the Transportation Services – School-Related Activities Agreement between the Mountain View Whisman School District (the “District”) and Durham School Services, LP (The “Contractor” or the “Bidder”) (The “Contract”).

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990. The District is not a “state agency” as defined in Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990, but the District is a public school district under California law that requires all contractors providing services to District to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

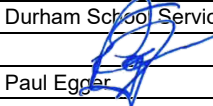
Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. 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;
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace.
  - (2) The person or organization’s policy of maintaining a drug-free workplace.
  - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
  - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. 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.
- d. Requiring that each employee transporting students participate in a Drug Testing Program in compliance with 49 CFR Part 382.

Contractor agrees 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.

Contractor also understands that if the District determines that it has 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. Contractor further understand that, if it violates the terms of the Drug-Free Workplace Act of 1990, it may be subject to debarment in accordance with the requirements of section 8350 et seq.

Contractor acknowledges that it is aware of the provisions of Government Code section 8350 et seq. and hereby certifies that it will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date:	<u>August 25, 2025</u>
Proper Name of Contractor:	<u>Durham School Services, LP</u>
Signature:	 _____ By: Durham Holding II, LLC Its General Partner
Print Name:	<u>Paul Egger</u>
Title:	<u>Vice President, Charter</u>

**CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION**

For the Transportation Services – School-Related Activities Agreement (“Contract”) between the Mountain View Whisman School District (“District”) and Durham School Services, LP (“Contractor” or “Bidder”).

1. **Education Code.** The undersigned does hereby certify to the governing board of the District as follows:

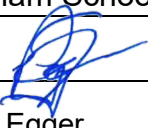
The undersigned is an authorized representative of the Contractor currently under contract for the above-described Contract with the District; that the undersigned is familiar with the facts herein certified, and is authorized and qualified to execute this certificate on behalf of Contractor. Contractor certifies that it 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 has determined (per the DOJ process for Applicant Agencies described more fully on its website, located at: <http://oag.ca.gov/fingerprints/agencies>) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of the Contractor's employees and of all of its subcontractors' employees who may encounter the District students during the course and scope of the Contract is attached hereto.

2. **Megan’s Law (Sex Offenders).** Contractor has verified and will continue to verify that the employees of Contractor that will be performing services and the employees of the Subcontractor(s) that will be performing services are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

Contractor’s responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors encountering the District students regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: August 25, 2025

Proper Name of Contractor: Durham School Services, LP

Signature:  By: Durham Holding II, LLC  
Its General Partner

Print Name: Paul Egger

Title: Vice President, Charter

**WORKERS' COMPENSATION CERTIFICATION**

For the Transportation Services – School-Related Activities Agreement between the Mountain View Whisman School District (the “District”) and Durham School Services, LP (the “Contractor” or the “Bidder”) (the “Contract”).

Labor Code section 3700 in relevant part provides:

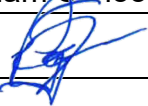
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

Date: August 25, 2025

Proper Name of Contractor: Durham School Services, LP

Signature:  By: Durham Holding II, LLC  
Its General Partner

Print Name: Paul Egger

Title: Vice President, Charter

(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 awarding body prior to performing any Work under this Contract.)

**RUSSIAN SANCTIONS CERTIFICATION**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

**Transportation Services – School-Related Activities Agreement (“Project” or “Contract”)**

On February 21, 2022, President Biden issued Executive Order 14065 (<https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>; “Federal Order”) imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>; “State Order”).

The District requires the Bidder, as a potential contractor with the District, to comply with the economic sanctions imposed in response to Russia’s actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

If Bidder is awarded the Contract with the District and the Contract has a cumulative value of \$5 million or more, your certification here is constitutes your written response to the District, indicating:

- (1) that Bidder is in compliance with the required economic sanctions of the Federal and State Orders;
- (2) the steps that Bidder has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: August 25, 2025

Proper Name of Bidder: Durham School Services, LP

Signature:  By: Durham Holding II, LLC  
Its General Partner

Print Name: Paul Egger

Title: Vice President, Charter

**IRAN CONTRACTING ACT CERTIFICATION**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

**Transportation Services – School-Related Activities Agreement (“Project” or “Contract”)**

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Bidder shall complete **ONLY ONE** of the following three paragraphs.

1. Bidder’s Total Base Bid is less than one million dollars (\$1,000,000).

**OR**

2. Bidder’s Total Base Bid is one million dollars (\$1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

**OR**

3. Bidder’s Total Base Bid is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Bidder to submit a bid pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with Bid.**

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: August 25, 2025

Proper Name of Bidder: Durham School Services, LP

Signature:  By: Durham Holding II, LLC  
Its General Partner

Print Name: Paul Egger

Title: Vice President, Charter