

AGREEMENT FOR STUDENT TRANSPORTATION SERVICES

This Agreement for Student Transportation Services (“Agreement”) is made and entered into this as of the ___ day of August, 2023, by and between the EL CAMINO REAL ALLIANCE, a California non-profit public benefit corporation operating El Camino Real Charter High School (“School”), and M.G. EXPRESS, INC. (“Contractor”) (collectively, “Parties” and separately as a “Party”).

1. **Scope of Services.** Contractor shall provide field trip, athletic trip, and other activity transportation services for School, as further described in **Exhibit A**, attached hereto and incorporated herein (“Services”).

2. **Term.** The term of service under this Agreement shall commence on August 17, 2023 and shall continue through June 10, 2024, at which point the Agreement shall terminate unless renewed by School subject to the terms of this Agreement. School has two (2) one (1) year renewal options, to renew the Agreement from July 1, 2024 through June 30, 2025 and from July 1, 2025 through June 30, 2026, by providing written notice to Contractor at least sixty (60) days prior to the expiration of each term. After the expiration of the renewal terms, if any, the Agreement shall terminate.

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

- | | |
|--|---|
| <input checked="" type="checkbox"/> Workers’ Compensation Certification | <input checked="" type="checkbox"/> Drug Free Workplace Certification |
| <input checked="" type="checkbox"/> Criminal Background Investigation / Fingerprinting Certification | <input checked="" type="checkbox"/> Insurance Certificates and Endorsements |
| | <input checked="" type="checkbox"/> Exhibit A (Scope of Services) |
| | <input checked="" type="checkbox"/> Payment Terms |

4. **Compensation.** School agrees to pay Contractor for services rendered pursuant to this Agreement, in the amount of Thirty-Five Thousand Dollars (\$35,000.00) per month for ten months, for a total of Three Hundred and Fifty Thousand Dollars (\$350,000.00).

It is understood and agreed that ~~the~~ Contractor's pricing includes all ordinary and extraordinary costs of operation (including without limitation any costs of vehicles, facilities, supplies, parts, fuel, tires, maintenance, inspections and other items), and ~~the~~ School shall not be responsible for any additional costs, except as otherwise explicitly provided for in this Agreement.

5. **Payment.** Payment shall be made of all undisputed monthly amounts on the 17th of each month.

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

- 5.1.1. Contractor's performance of the Services, in whole or in part, has not been carried out or is insufficiently documented.
- 5.1.2. Contractor has neglected to, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.

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

7. **Schedule Changes.**

- 7.1. School will inform Contractor weekly of the schedule of required trips. Schedules will be provided on Thursday, for the following week. If additional trip(s) are required, School will inform Contractor with no less than 24 hours' notice.
- 7.2. School reserves the right to increase or decrease the number of school days, change school hours, adjust starting times, increase or decrease services, and to make periodic increases or decreases in the number and type of vehicles required. School will endeavor to notify Contractor of schedule changes, including school closures, at least twenty-four (24) hours prior.
- 7.3. This Agreement contemplates that School will require Contractor's transportation services for a minimum of 180 school days per year (or, if a different number, the minimum number of school days per year permitted by State law, which shall control) between the months of August and June each year as a baseline for scheduling purposes.

8. **Liquidated Damages.** Contractor agrees that if the Services are not timely provided as specified herein it is understood, acknowledged, and agreed that School will suffer damage which is not capable of being calculated. Contractor shall pay to School, as fixed and liquidated damages for these incalculable damages, the amounts as set forth in **Exhibit C**. If the liquidated damages are not paid, School may, in addition to its other remedies, deduct the same from any money due or to become due to Contractor under this Agreement. In the event that the Agreement is terminated due to Contractor's default, any damages or other costs or penalties resulting from said default may be recovered in addition thereto.

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

Contractor understands and agrees that it and all its employees shall not be considered officers, employees, agents, partner, or joint venture of School, and are not entitled to benefits of any kind or nature normally provided employees of School and/or to which School's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. By checking the applicable box below, Contractor hereby represents and warrants to School the following:

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

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

11. **Performance of Services.**

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

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

12. **Accident Reports.** All accidents or incidents involving ~~the~~ Contractor's equipment, personnel, or students being transported while operating for ~~the~~ School shall be reported, both orally, and in writing, to ~~the~~ School within twenty-four (24) hours. Contractor shall continue to provide oral updates to ~~the~~ School as soon as new information becomes available. Follow-up accident written reports shall be made periodically until all the pertinent facts have been reported to ~~the~~ School. A legible copy of both the responding police agency and ~~the~~ Contractor's accident investigator's final report shall be submitted to ~~the~~ School within ten (10) working days following the accident or incident or when such report is completed, whichever occurs first. Finally, ~~the~~ Contractor's internal communication problems shall not relieve ~~the~~ Contractor of its obligation

regarding an accident/incident as may be required by the California Highway Patrol's Passenger Transportation Safety Handbook.

~~The~~ Contractor shall provide any and all operational records ~~the~~ School deems necessary within ten (10) business days of ~~the~~ School's request.

The purposeful provision of false, or inaccurate records by ~~the~~ Contractor to ~~the~~ School shall constitute a failure to perform and may result in the termination of this ~~Agreement~~~~contract~~.

13. **Complaints.** Contractor shall keep complete and accurate records of all written and oral complaints received regarding ~~the~~ Contractor's services for ~~the~~ School from all sources including, but not limited to: School employees or agents, parents/guardians, students, school-related service providers, non-public schools, state or federal agencies and other schools. ~~Schools~~. Contractor shall provide to ~~the~~ School a written monthly report listing said complaints and actions taken by ~~the~~ Contractor, if any, to resolve each complaint.

14. **Criminal Background Checks; Subsequent Arrest Notification.**

14.1. **Criminal Background Check.** Throughout the term of this Agreement, if Contractor or any of its employees, agents or volunteers that Contractor hires or assigns will have more than limited contact with School students, Contractor is required to comply with the criminal background check provisions of Education Code Section 45125.1. Contractor must conduct criminal background checks through the California Department of Justice (CDOJ), including both CDOJ and Federal Bureau of Investigation (FBI) background checks, and must obtain subsequent arrest notification (as below), for all Contractor employees, agents, and volunteers who will have more than limited contact with School students pursuant to this Agreement.

14.2. Contractor certifies that no Contractor employee, agent or volunteer who has been convicted of a serious or violent felony as defined by Education Code Section 45125.1 (citing Education Code Section 45122.1), a sexual offense as defined by Education Code Section 44010, a controlled substance offense as defined by Education Code Section 44011, or any other offense that renders Contractor's proximity to children or services to ~~the~~ School inappropriate, shall have contact with School students under this Agreement. This prohibition does not apply to an employee, agent or volunteer who has obtained a certificate of rehabilitation and pardon pursuant to California Penal Code Section 4852.01 et seq. for a serious or violent felony listed under Education Code Section 45122.1.

14.3. It is ~~the~~ Contractor's sole responsibility to comply with the CDOJ fingerprint and criminal background investigation requirements and maintain compliance throughout the duration of this Agreement. ~~The~~ School will not be responsible for the costs of the criminal background checks. Contractor's employees, agents or volunteers who will have no contact or only limited contact with students are not required to meet criminal background check and subsequent arrest notification requirements.

14.4. **Subsequent Arrest Notification.** In addition to the initial criminal background check, Contractor will obtain from CDOJ subsequent arrest notification to monitor future arrests of employees, agents and volunteers who will have more than limited contact with School students pursuant to this Agreement. School shall not be responsible for the costs associated with the subsequent arrest notifications.

Upon receipt of notice that any of its employees, agents, or volunteers who will have more than limited contact with School students pursuant to this Agreement has been arrested or convicted of a serious or violent felony as defined by Education Code Section 45125.1 (citing Education Code Section 45122.1), a sexual offense as defined by Education Code Section 44010, or a controlled substance offense as defined by Education Code Section 44011, or any other offense that renders Contractor's proximity to children or services to ~~the School~~ inappropriate, Contractor will immediately prohibit such employee, agent, or volunteer from having any contact with School students pursuant to this Agreement, and Contractor will immediately notify ~~the School~~ of such arrest.

Without limiting any other available legal remedies, failure by Contractor to comply with this Section may result in termination of this Agreement at ~~the School's~~ sole discretion.

Contractor certifies that it will comply with all CDOJ fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq., and maintain compliance throughout the duration of this Agreement. Evidence of compliance with these requirements shall be immediately available to ~~the School~~ upon request or audit.

15. **Tuberculosis Screening Requirements.** California law requires that school consultants working with students be free of infectious tuberculosis (TB). If Contractor and/or its employees shall or may be on ~~the School~~ site and have contact with School students three or more times per month during the term of this Agreement, then Contractor shall at all times during the duration of the Agreement maintain compliance with the tuberculosis ("TB") certification requirements as set forth herein.

Contractor shall maintain on file documents confirming that Contractor's ~~personnel~~ Parties received a TB test or TB assessment that complies with the requirements of California Education Code section 49406. These documents shall be regularly maintained and updated by Contractor and shall be available to School upon request or audit. Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with School students until the TB certification requirements have been satisfied. All costs to comply with the TB certification requirements are ~~the Contractor's~~ responsibility. Contractor shall indemnify, defend and hold harmless ~~the School~~ and its officers, directors, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from any failure to comply with these TB certification requirements. Evidence of compliance with these requirements shall be immediately available to ~~the School~~ upon request or audit.

16. **Compliance Requirements.** In the performance of this Agreement, Contractor shall keep itself informed of, and at all times comply with, all applicable Federal, State, and Local laws, ordinances, regulations and other legal requirements that are in effect as of the commencement of the term of this Agreement and as may be amended from time to time, including, but not limited to, the Safety Orders of the California Division of Industrial Safety and any other governmental or regulatory agencies/bodies that have jurisdiction applicable to the direct and indirect acts of ~~the~~ Contractor in the performance of this Agreement. It is the responsibility of ~~the~~ Contractor to obtain, at its sole expense, any required permit(s), license(s) or other certification(s)

17. **Emergency Plan.** Subsequent to the award of this Agreement, Contractor and School shall collaborate in the development of a written plan that addresses transportation emergencies. Contractor shall implement protocols outlined in the plan when emergencies arise. The costs associated with such emergencies may be submitted by School with documentation as an additional expense.

18. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services. Fingerprinting shall include subsequent arrest notification.

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

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

21. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of School and all federal, state, and local laws, ordinances and regulations. Contractor and its equipment and services provided under this Agreement must comply with all applicable laws, ordinances and other legal requirements, including but not limited to federal and California laws, rules and regulations governing the operation of transportation vehicles, the pertinent provisions of the California Vehicle Code, Administration Code, pertinent provisions of the California Highway Patrol and Motor Vehicles rules and regulations, and the policies and regulations of School. This includes but is not limited to,

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All buses provided by Contractor shall be certified, in compliance with all applicable Federal and California standards regarding school buses and pupil transportation safety, as currently codified or as may be amended from time to time, including, without limitation, Federal Motor Vehicle standard "PL 89-563"; Federal Highway Safety Program, Guideline No. 17 regarding Pupil Transportation Safety (National Highway Safety Transportation Administration); California Highway Patrol certifications; California Vehicle Code; California Administrative Code; California Education Code; Public Utilities Code; State Board of Education provisions; and Title 5 and Title 13 of the California Code Regulations. All buses provided shall be equipped with air conditioning.

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

23. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

School:

El Camino Real Charter High School
Attn: Gregory Wood
5440 Valley Circle Blvd.
Woodland Hills, CA 91367
Telephone: 818-595-7500 x7590
Email: g.wood@ecrchs.net

Contractor:

M.G. Express, Inc.
Attn: Miguel Gil
223 5th St. Unit B
Santa Paula, CA 93060
Telephone: (805)403-8186
Email: mg_express@yahoo.com

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

24. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless School, its board, directors, agents, representatives, officers, consultants, employees, and volunteers (the “~~i~~Indemnified ~~p~~Parties”) from any and all demands, losses, liabilities, claims, suits, and actions (the “~~e~~Claims”) of any kind, nature, and description, including, but not limited to, attorneys’ fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Agreement unless the ~~e~~Claims are caused wholly by the sole negligence or willful misconduct of the ~~i~~Indemnified ~~p~~Parties. Contractor’s obligation to defend, indemnify and hold School harmless shall specifically include, but not be limited to, any Claims for workers’ compensation benefits brought by any of Contractor’s personnel. School shall have the right to accept or reject any legal representation that Contractor proposes to defend School.

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

- 25.1. **General Liability:** Five million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be twice the required occurrence limit.
 - 25.2. **Automobile Liability:** Aggregate of Five million dollars (\$5,000,000) per accident for bodily injury (five million dollars (\$1,000,000) per person) and one million dollars (\$1,000,000) for property damage.
 - 25.3. **Workers' Compensation and Employers' Liability:** ~~Workers' compensation limits as required by the Labor Code of the State of California. Employers' Liability limits of one million dollars (\$1,000,000) per accident for bodily injury or disease. NEED PROTECTION LANGUAGE ON THIS.~~
 - 25.4. *There shall be no separate sub-limits lower than one million dollars (\$1,000,000) for **sexual misconduct or molestation** related claims. If the policy contains such sub-limits, CONTRACTOR shall provide a separate policy with minimum limits of five million dollars (\$1,000,000) covering such exposures.*
 - 25.5. Each policy of insurance required above shall name School, and its board, officers, directors, agents and employees as additional insureds; shall state that, with respect to the operations of Contractor hereunder, such policy is primary and any insurance carried by School or their member school Schools is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days written notice shall be given to School prior to cancellation; and, shall waive all rights of subrogation. Contractor shall notify School in the event of material change in, or failure to renew, each policy. Prior to commencing work, Contractor shall deliver
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to School certificates of insurance as evidence of compliance with the requirements herein. In the event Contractor fails to secure or maintain any policy of insurance required hereby, School may, at its sole discretion, secure such policy of insurance in the name of and for the account of Contractor, and in such event shall reimburse School upon demand for cost thereof.

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

27. **Termination.** Should Contractor fail to comply with any of the terms or conditions set forth in this Agreement, or should School determine that Contractor is in any other way unfit, unqualified, or unable to perform the Services under this Agreement, then School shall have the right to terminate this Agreement by providing written notice of cancellation to Contractor within fifteen (15) days of the termination of Services. Contractor and its performance bond surety, if any, shall be liable for all damages caused to School by reason of Contractor's failure to perform and complete the Agreement. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.

School may also terminate this Agreement for convenience upon ~~T~~hirty (30) days' written notice to Contractor. The notice shall specify the date on which termination shall become effective. In no case shall the termination become effective in fewer than thirty (30) days from the date that the notice is deemed received. In event of termination for convenience, Contractor will be paid for those services performed in compliance with this Agreement up to the specified effective date of termination.

28. **Disputes.** In the event of a dispute between the ~~p~~Parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the ~~p~~Parties shall attempt to resolve the dispute by mediation if mutually agreeable. Notice of the demand for mediation of a dispute shall be filed in writing with the other ~~p~~Party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other ~~p~~Party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Contractor's right to bring a civil action against School. For purposes of those provisions, the running of the time within which a claim must be presented to School shall be tolled from the time the claimant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the Services.

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

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

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

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

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

34. **Authority to Bind Parties.** Neither pParty in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

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

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

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

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

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

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

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

42. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified.

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

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

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

Dated: _____, 2023

Dated: _____, 2023

El Camino Real ~~Alliance Charter High School~~ **M.G. Express, Inc.**

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

EXHIBIT A
Scope of Services

Contractor will provide two (2) buses that can each hold a maximum of 56 students each for School's services, to be stored on ~~the~~ School site when not in use.

Contractor will provide a third bus that can ~~each~~ hold a maximum of 56 students, to be made available to School, at School's election, on heavy use days.

Contractor will provide bus service for School's requested routes (up to 400 local trips, to be scheduled by School).

Contractor will provide 20 Long Distance trips, to be scheduled by school (outside of LA/Ventura Counties).

At the end of every month, Contractor shall provide School a list of the trips taken (local and Long distance).

School will ~~not~~ be given a prorated refund by Contractor for any unused trips during the year, except in the case of Early Termination of the Agreement-Contract.

Additional buses needed by ~~the~~ School in excess of #snumber listed in the AgreementContract will be billed based upon the destination of the Trip and mutually agreed upon pricing prior to the Trip being taken.

School may place School Logo and/or promotional advertising on the sides, front and back of the buses.

Contractor shall supply and maintain the buses and personnel required to drive and maintain the buses according to the schedules and routes provided by School.

~~The~~ Contractor shall maintain records on all employees and drivers which demonstrate that all requirements of this Agreement have been met. The file shall include but not necessarily be limited to applicable current copies of the following:

- Department of Motor Vehicle Record's Check - historical driving record.
Department of Justice (DOJ) background checks that meet or exceed state laws.
Federal Bureau of Investigation (FBI) background check, to include Child Index.
- Verification of enrollment in an on-going drug/alcohol testing at random, and "for cause" drug/alcohol testing as deemed appropriate for drivers authorized to perform services for this Agreement. All drivers must abstain from the use of alcohol and drugs in the performance of their duties under this Agreement. In addition, drivers will not be under the influence of alcohol or drugs during the performance of their duties under this Agreement. ~~The~~ Contractor shall be liable for all Drug and Alcohol Testing. No driver may be utilized for this Agreement that fails a drug and/or alcohol test.

- Verification of a negative test result for Tuberculosis (TB testing).
- Current driver's license and certifications appropriate for driving the vehicle type that corresponds with the assignment and include SPAB or higher certification, unless inapplicable.
- Training records.

EXHIBIT C
Liquidated Damages Schedule

1. ~~The~~ School may assess liquidated damages of an amount equivalent to *one hundred percent (100%)* of the bus rate (calculated as the total Compensation (\$350,000.00) divided by the total number of trips to be provided, or 420) (“Bus Rate”) for each of the following deficiencies:

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- Missed route.
- Illegal use of equipment (un-inspected equipment, unlicensed driver, uninsured equipment and seriously faulty equipment).
- Unattended child left on bus.
- Unauthorized and inappropriate discipline of student or students by driver.
- Unreported accident with student on bus.
- Failure to timely replace personnel disapproved of by ~~the~~ School.

2. ~~The~~ School may assess liquidated damages of an amount equivalent to *seventy-five percent (75%)* of the Bus Rate for each of the following deficiencies:

- Late bus - Arriving at or departing from school fifteen (15) minutes or more late. (Circumstances must be within Contractor’s control.)
- Failure to meet assigned equipment size requirement for route.
- Running out of fuel while on route.

3. ~~The~~ School may assess liquidated damages of an amount equivalent to *fifty percent (50%)* of the Bus Rate for each of the following deficiencies:

- Driver operating without the use of a seat belt.
- Intentional operation of an overloaded bus. (Overload equals greater number than manufacturer’s capacity.)

4. ~~The~~ School may assess liquidated damages of an amount equivalent to *twenty-five percent (25%)* of the Bus Rate for each of the following deficiencies:

- Unauthorized deviations from route.
- Unauthorized stop.

- Inoperable radio on bus. (Damaged prior to dispatch or turned off by driver.)

5. ~~The~~ School may assess liquidated damages of an amount equivalent to *ten percent (10%)* of the Bus Rate for each of the following deficiencies:

- Equipment age infraction.
- Operating equipment without proper route number identification.
- Failure to maintain operational surveillance system or GPS system.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

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

Date: _____

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

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

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of ~~the~~ El Camino Real Alliance doing business as El Camino Real Charter High School ("School") as follows:

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

Contractor certifies that it has taken at least one of the following actions with respect to the Agreement~~Contract~~ (check which applies):

- Contractor, who is not a sole proprietorship, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees who may have contact with pupils in the course of providing services pursuant to the Agreement~~Contract~~, and the California Department of Justice has determined 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 Contractor's employees who may come in contact with pupils during the course and scope of the Agreement~~Contract~~ is attached hereto; and/or
- Contractor is a sole proprietorship and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Contractor's employees who may have contact with School's pupils in the course of providing services pursuant to the Agreement~~Contract~~, and hereby agrees School's submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No service shall commence until such determination by DOJ has been made.

As an authorized School official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of School and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of School.

Date: _____
School Representative's Name and Title: _____
School Representative's Signature: _____

Contractor's responsibility for background clearance extends to all of its employees, coming into contact with pupils regardless of whether they are designated as employees or acting as independent contractors of Contractor.

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the El Camino Real Alliance dba El Camino Real Charter High School (“School”) and _____ (“Contractor” or “Bidder”) (“Contract” or “Project”).

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. School is not a “state agency” as defined in the applicable section(s) of the Government Code, but School requires all contractors on School projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

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

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

- 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’s 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.

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

I also understand that if School determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the

| ~~Agreement~~ ~~Contract~~ awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

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

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

END OF DOCUMENT

