**Transportation Services Agreement**

This Transportation Services Agreement (“Agreement”) is entered into this AUGUST 2022, by and between TEACH Public Schools (“TEACH”), a Public Charter School whose mailing address is 10616 S. Western Ave. Los Angeles California 90047 and (“The December To January TRANSPORTATION, LLC”), and December To January Lines, Inc., a California corporation whose mailing address is 1026 Fernrock Street Carson California 90746.

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| 1. | Services |

December to January will provide bus transportation services for TEACH consisting of Buses (as hereinafter defined) and drivers, to transport TEACH passengers between specific destinations as set forth in Exhibit A (the “Services”). For purposes of this Agreement, the term “Exhibit A” shall mean the Exhibit A attached hereto, as such Exhibit A may be amended from time to time. December To January shall only be obligated to perform the specific aspects of the Services as delineated in this Agreement.

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| 2. | Term |

 (A) This Agreement shall commence on AUGUST 2022 (the “Effective Date”) and shall continue in effect until June 2023.

(B) Notwithstanding the foregoing, either party may terminate this Agreement at any time, for any reason or for no reason, by giving the other party not less than fifteen (15) calendar days prior written notice.

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| 3. | Buses |

 (A) December To January shall at all times maintain the Buses in a good, safe and clean operating order, repair and condition.

(B) Any additional Buses that are requested or required to be added to perform either (i) the Services listed on Exhibit A or (ii) bus services for any other required services.

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| 4. | Fee and Payment Terms |

 (A) Invoices will be submitted bi-weekly and paid within 30 days of receipt. All invoices must be sent to accountspayable@teachps.org for timely payment processing. Failure to submitted invoices to this email address will cause payment delays.

(B) The amounts payable to December To January will be reduced by one and one half (1.5x) the Per Trip Rate Credit Amount set forth in Exhibit A for each trip which December To January is unable to operate due to a mechanical failure of the Bus or when December To January requests that a scheduled trip be cancelled.

(D) TEACH Public Schools will pay December To January all amounts due within thirty (30) days of email receipt of an accurate invoice.

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| 5. | Schedule and Service Changes |

 (A) At the request of TEACH, December To January shall delay and hold the scheduled departure of any trip at no charge.

(B) December To January will work with TEACH to make reasonable accommodations, as requested, to change the schedules for Services provided under this Agreement. In the event that a requested schedule change results in changed costs to December To January, the fees set forth in Exhibit A will be adjusted to reflect such changed costs. December To January shall make every reasonable effort to notify TEACH Public Schools in writing of any such added costs prior to the implementation of any such proposed schedule change.

(C) December To January is not obligated to agree to a schedule pattern which increases the number of Buses or drivers required to provide the Services, although December To January will make every reasonable effort to meet requests from TEACH School for increased service.

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| 6. | Indemnification |

 (A) December To January shall defend, indemnify and hold harmless, TEACH Public Schools, its officers, employees, agents and assigns, from and against any and all claims, demands, actions, proceedings, suits, costs, expenses, judgments, damages and liabilities (including reasonable attorneys’ fees and expenses) of whatsoever nature and by whomsoever made, brought or recovered as a result of loss or damage to property or injury or death to persons, arising from or directly out of acts or occurrences: (i) while TEACH passengers or baggage are in the custody of, or being transported by December To January on December To January’s buses; (ii) while December To January’s Buses are being operated by December To January’s drivers; or (iii) by December To January or its agents or employees.

(B) TEACH shall defend, indemnify and hold harmless, December To January, its officers, employees, agents and assigns, from and against any and all claims, demands, actions, proceedings, suits, cost, expenses, judgments, damages and liabilities (including reasonable attorneys’ fees and expenses) of whatsoever nature and by whomsoever made, brought or recovered as a result of loss or damage to property or injury or death to persons, arising from, or directly out of acts by TEACH or its agents or employees, or occurrences under TEACH or its agents or employees control pursuant to this Agreement.

(C) In the event that any claim is made or suit is commenced against either party hereto asserting a liability, as defined herein, of the other party, such party shall give prompt written notice to the other party hereto, and shall furnish all available communications, legal processes, data, papers, records, and other information material to such claim or suits as such other party may from time to time request.

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| 7. | Insurance |

1. December To January will, at its expense, obtain and maintain in full force and effect throughout the term hereof policies of insurance for comprehensive general and automobile liability coverages with aggregate limits of at least $1 million per occurrence. Such insurance coverages will be endorsed to name TEACH Public Schools as an additional insured to the extent of the contractual obligations assumed by December To January under this Agreement. As an additional insured, TEACH will be insured for the full limits of December To January’s general and auto liability insurance coverages.

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| 8. | Workers Compensation |

 Both parties will comply with all Workers Compensation, Employer’s Liability and other federal, state, county and municipal laws, ordinances, rules and regulations required of an employer performing services as herein contemplated, and will meet all statutory limits covering all employees involved with the Services under this Agreement.

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| 9. | December To January’s Personnel |

(A) December To January shall provide a sufficient number of professional, qualified drivers who meet all requirements as set forth in all applicable administrative, state and federal laws, including, without limitation. All such drivers will at all times be employees of December To January and not TEACH Public Schools. December To January at all times will be an independent contractor with full and complete responsibility for all of its employees, agents and subcontractors. To that end, December To January will employ and direct such personnel as it requires to perform said Services, will exercise full and complete authority over its personnel, and will have the sole right to hire and discharge said persons; provided, however, December To January shall, upon objection from TEACH concerning the conduct, demeanor or appearance of any employee of December To January immediately take all reasonable remedial steps necessary, including, without limitation, removing the employee from involvement with the Services. December To January will provide TEACH with a list of all drivers who will be operating the Services.

(B) December To January drivers will wear December To January’s standard issued uniforms with uniform items carrying TEACH identity which will be supplied by TEACH Public Schools.

(C) December To January drivers will perform light cleaning services (by removing trash) of the Buses. TEACH reserves the right to inspect the Buses prior to each departure for cleanliness.

(D) In addition to the drivers required to operate the Services, December To January will provide personnel who will be responsible for managing the Services, and will be the point of contact for TEACH for any day-to-day Service-related issues.

(E) December To January drivers who operate the Services will be made available for training jointly administered by TEACH and December To January.

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| 10. | Compliance with Rules, Regulations and Laws |

 (A) In performing the Services hereunder, December To January shall at all times comply with any and all applicable municipal, county, state and federal rules, regulations and laws governing its operations as a motor passenger carrier.

(B) December To January will, at its expense, furnish fuel, maintenance service on the Buses, license plates, federal, state and local vehicle licenses, registrations and operating authority in connection with the Services provided by December To January pursuant to this Agreement.

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| 11. | Confidential Information |

 (A) Each party and its employees, officers, directors, subcontractors and agents agree not to disclose to any third party without prior written consent of the other party: (i) the existence of this Agreement or any of its terms or conditions; or (ii) any confidential information or data, either oral or written, received from the other party, including but not limited to all orders, forecasts, financial or marketing plans or data, or any data processing programs or procedures, and all information within those plans, programs, or in TEACH Public Schools’ reservation system; provided, however, the forgoing restrictions shall not apply to any information which is required to be disclosed under any law, governmental rule or regulation, or court order.

(B) Each party will take all reasonable precautions to assure that their employees, officers, directors, subcontractors and agents are aware of and comply with the confidentiality required hereunder.

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| 12. | Force Majeure |

Neither party will be responsible for delays, cancelations or any failure or suspension of performance caused by acts of God or governmental authority, inclement weather, traffic congestion, pandemics, road construction, construction, security mandates, acts of terrorism, war, civil unrest, strikes, lock outs or labor disputes (whether involving December To January, TEACH or third parties), breach by suppliers of supply agreements, student disenrollment, school closure, interruption in utilities, or other similar or dissimilar causes beyond the reasonable control of the party claiming force majeure.

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| 13. | Termination |

 (A) If either party (the “Defaulting Party”) fails to observe or perform any of its obligations under this Agreement and if this failure continues for a period of twenty (20) days after receipt of written notice to the Defaulting Party thereof, then, without prejudice to any other rights or remedies the other party may have, this Agreement may be terminated as of the expiration date of the twenty (20) day notice period. Notwithstanding the foregoing, the failure of a party to comply with its obligations under Section 10 of the Agreement shall be grounds for immediate termination of this Agreement.

(B) If either party (the “Defaulting Party”) becomes insolvent; if the other party (the “Insecure Party”) has evidence that the Defaulting Party is not paying its bills when due without just cause; if the Defaulting Party takes any step leading to its cessation as a going concern; or if the Defaulting Party either ceases or suspends operations for reasons other than a strike, the Insecure Party may immediately terminate this Agreement on notice to the Defaulting Party unless the Defaulting Party immediately provides adequate assurance of the future performance of this Agreement by establishing an irrevocable letter of credit issued by a U.S. bank acceptable to the Insecure Party, on terms and conditions acceptable to the Insecure Party, and in an amount sufficient to cover all amounts potentially due from the Defaulting Party under this Agreement that may be drawn upon by the Insecure Party if the Defaulting Party does not fulfill its obligations under this Agreement in a timely manner.

(C) Either party may terminate this Agreement pursuant to the provisions of Section 2.(B) of this Agreement.

(D) Exercise by either party of its right to terminate under any provision of this Agreement will not affect or impair such party’s right to enforce its other rights or remedies under this Agreement. All obligations of the parties that have accrued before termination or that are of a continuing nature will survive termination.

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| 14. | Notices |

 Any notices are required to be sent under this Agreement will be in writing and sent via email and certified mail to the following addresses:

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| mbrown@teachps.org  |   | Insert email address To December To January: |
| Attention Matt BrownCFO/COO TEACH Public Schools |  |
|  |   | December To January Lines, Inc. |
| 10616 S. Western Ave. |   | 1026 Fernrock Street |
| Los Angeles Ca 90047 |   | Carson Ca 90746 |
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| 15. | Non-Waiver |

No waiver by either party of any default or breach by the other party of any provision of this Agreement will operate as or be deemed a waiver of any subsequent default or breach.

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| 16. | Third Party Rights |

 Nothing contained in this Agreement will create or is intended to create or will be construed to create any right in or any duty or obligation to any third party.

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| 17. | Amendments |

 This Agreement may be changed, modified or amended from time to time only by express written agreement of both the parties executed by their authorized representatives.

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| 18. | Assignment |

 This Agreement may not be assigned by either party in whole or in part, and any such assignment will be void and of no effect. December To January will not assign or subcontract any part of the Services to be performed under this Agreement without prior written consent of TEACH.

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| 19. | Governing Law |

The provisions of this Agreement will be construed and enforced in accordance with, and any dispute arising out of, or in connection with this Agreement, including any action in tort, will be governed by the laws of the State of California.

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| 20. | Entirety of Agreement |

 This Agreement, including any Exhibits or Schedules attached or to be attached hereto, constitutes the entire agreement and understanding of the parties on the subject matter hereof, and, as of the Effective Date, supersedes all prior agreements, whether written or oral, between the parties concerning the subject matter hereof.

THEREFORE, the parties by their authorization have executed this Agreement on the dates provided below.

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| **TEACH Public Schools:** |   |   |   | **DECEMBER TO JANUARY:** |
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| By: |   |  |   |   |   | By: |   |  |
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| Printed Name: |   | Matt Brown |   |   |   | Printed Name:  |   | ANTHONY JANUARY |
|  |   |  |   |   |   | Title: |   | CEO |

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| Matt BrownCFO/COOTEACH PUBLIC SCHOOLS |

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**Exhibit A**

**Description of Services & Costs BUS #2**

Effective AUGUST 2022, December To January will provide buses and drivers to transport EIGHT (8) TEACH passengers from their homes near the Nickerson Gardens Housing Projects and TEACH Public Schools 10616 S. Western Ave Los Angles Ca 90047; TEACH Tech Academy Middle School 10000 S. Western Ave Los Angles Ca 90047; and TEACH Tech Prep Elementary School 8505 S Western Ave Los Angles Ca 90047. Transportation shall take place from 6:30AM-8:30AM and again at 3:30PM-5:30PM, Monday-Friday. December To January is responsible for bus transportation only. Costs for services shall be $300 per instructional school day (AUGUST 2022- JUNE 2023). Total value of this contract will not exceed $54,000. (maximum 180 in person school days at $300 per day).

## Exibit B: BUS #2 ROUTE

1. Pick up time: 7am

        Student: Deyron and Roberth Jhosse Tabora Regalado

        Phone #: 562-991-2006

        Address: 13309 Oleander Ave., Compton

        Route: Take Rosecrans to Wilmington, make a left, pick up on the right

        corner of Oleander and Stockwell

1. Pick up time: 7:05-7:07am

        Student: Yaretzy Salas

        Phone #: 323-836-2648

        Address: 11708 Parmalee Ave., Los Angeles

Route: make a u-turn toward Wilmington, make a right, make left on El Segundo to Compton Ave, right on Compton Ave, left turn on 120th, right turn on Success Ave, left on 118th, pick up on the corner of 118th and Parmalee

      3.   Pick up time: 7:11-13am

        Students: Cesar/Natalie Hernandez and Fatima Garcia Garcia

        Phone #: 424-704-6070

        Address: 712 E. 113th St, Los Angeles

        Route: take 118th to Central, make a right on Central, take Central to Imperial,

        Turn left on Imperial, take Imperial to Stanford, pick up right corner of Imperial

        and Stanford

      4.  Pick up time: 7:23-7:25am

        Student: Edwin Hipolito

        Phone #: 213-915-2840

        Address: 321 W. 74th St, Los Angeles

Route: continue up Imperial to Broadway, make right turn on Broadway,

        Take Broadway to 74th, pick up right corner of Broadway and 74th

    5.  Pick up time: 7:34-7:36am

        Student: Genius Roy Arroyo

        Phone #: 916-559-1725

        Address: 10957 S. Figueroa St., Los Angeles

Route: continue up to 73rd, make u-turn on 73rd, right turn onto 76th and continue route to Figueroa, left turn on Figueroa, pick up at their home address of 10957 S. Figueroa St

   6.  To TEACH Tech High School

        Drop off time: 7:40am-7:42am

        Route: make right on 111th, take 111th to Hoover, make left turn on Hoover, first

        right turn on 112th, take 112th to Vermont, make right turn, merge to far left lane,

        take left on 110th, take 110th to Normandie, make right on Normandie, take

        Normandie to 108th, make left on 108th, take 108th to Denker, make right on

        Denker, first left on 107th, take 107th to Western, drop off on 107th and Western,

        drop off High School children

   7.  To TEACH Academy Middle School

Drop off time: 7:45am

Address: 10000 S. Western

Route: take Western up to the middle school right corner of Century and Western

   8.  To TEACH Prep Elementary School

        Drop off time: 7:50am

        Address: 8505 S. Western

        Route: Continue on Western to Manchester, cross Manchester, make first left turn

        on 85th St

**Exhibit C**

**BUS ROUTE**

1. JONATHAN ESPINO **PICK UP #1**CORNER OF126TH AND FIGUEROA

PICK-UP TIME 0610AM-0615AM DROP OFF TIME 505PM-510PM

*Proceeding up Figueroa to Imperial. Right Turn on Imperial.*

1. ELIJAH MEADOWS **PICK UP #2**
IMPERIAL/CENTRAL (SHELL GAS STATION)

PICK-UP TIME 0625AM-0630AM DROP OFF TIME 455PM-5PM

*Proceeding up Imperial to Compton Ave. Left Turn Compton Ave.*

1. AMAYA KATRINA JIMENEZ **PICK UP #3**CORNER OF 103RD/ COMPTON (CHASE BANK)

PICK-UP TIME 0640AM-0645AM DROP OFF TIME 445PM-450PM

*Proceeding up 103rd crossing Central to Avalon*.

1. KENDELL TILLIS, RAPHAEL BALTAZAR TERRONES, BRANDON MEJIA, AIDEN MEJIA, LUIS F, CHRISTIAN MOLINA ALESANDRO **PICK UP #4**
CORNER OF 103RD/ AVALON (BUS STOP)

PICK-UP TIME 0645AM-0650AM DROP OFF TIME 435PM-440PM

*Proceeding up Avalon to Century. Right turn on Century. Left Turn on Central. Right turn on 92nd Street. Left Turn on Compton Ave. Take Compton Ave to Firestone. Left on Firestone.*

1. GABRIELLA ESCAMILLA **PICK UP #5**CORNER OF COMPTON/ FIRESTONE (MOBILE STATION)

PICK-UP TIME 0700AM-0705AM DROP OFF TIME 425PM-430PM

*Proceeding up Firestone/Manchester to Central*

1. MELVIN, BROTHER of MELVIN, SISTER of MELVIN (3) SIBLINGS **PICK UP #6**
MANCHESTER/CENTRAL (KENTUCKY FRIED CHICKEN/ BUS STOP)

PICK-UP TIME 0705AM-0710AM DROP OFF TIME 410PM-415PM

*Proceeding up Manchester to Main Street.*

1. RUDY LINARES **PICK UP #7**MANCHESTER/ MAIN ( MCDONALD'S)

PICK-UP TIME 0715AM-0720AM DROP OFF TIME 355PM-4PM

*Proceeding up Main street. Right on 92nd street. Take 92nd street to Vermont. Turn Left on Vermont. Proceed up Vermont to 95th street.*

1. BOY WILSON , GIRL WILSON (2 SIBLINGS), ALEJANDRO RICO NUNEZ, BRICE PROCTOR **PICK UP #8**
CORNER OF 95TH STREET/ NORMANDIE (BUS STOP)

PICK-UP TIME 0730AM DROP OFF TIME 345PM

**NEXT STOP**: Proceed to TEACH CHARTER HIGH SCHOOL

ESTMATED DROP OFF TIME 0740AM

ESTMATED PICK-UP FOR HOME: 335PM

NOTE: Established and posted pickup times will be adhered to strictly. Students must be at the designated pick up location by the designated time posted.

School ends at 3:30 p.m. Students have until 3:35 p.m. to board the bus. Doors close at 3:35 and the driver will begin transporting home.