

**CONTRACT FOR SPECIAL EDUCATION PUPIL
TRANSPORTATION SERVICES BETWEEN THE LIVERMORE
VALLEY JOINT UNIFIED SCHOOL DISTRICT AND FIRST
STUDENT, INC**

This Special Education Pupil Transportation Services Agreement (“Agreement” or “Contract”) is made and entered into as of October 7 2023, by and between the Livermore Valley Joint Unified School District (“District”) a public school district with its principal offices located at 685 E. Jack London Blvd, Livermore, CA 94551, and, First Student, Inc. (“Contractor” and together with District, the “Parties”), an Alternative Transportation Company with its principal business offices located at 191 Rosa Parks Street, 8th floor, Cincinnati, OH 45202

WITNESSETH

WHEREAS, the District has selected First Student, Inc. to provide the special education pupil transportation services described herein for the Livermore School District; and

WHEREAS, Contractor desires to provide such special education pupil transportation services for the District as detailed in the District’s RFP 23-24/001 Special Education Transportation Terms and Conditions (ATTACHMENT A), Contractor’s response to RFP 23-24/001 (ATTACHMENT B), (ATTACHMENT C) Contractor’s Addendum #1.

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the Parties agree as follows:

1. TERM; RENEWAL

The term of this Contract shall be from October 7th, 2023 through June 30, 2025, provided that District staff may begin the term at a date prior to October 7, 2023, if necessary to fulfill the District’s needs for “Daily Special Education Transportation” and “Supplemental Education” as each term in defined in Section 2 of the Agreement. The term of this Contract may be extended up to three (3) additional (1) year increments, which the District may exercise at its sole discretion.

This Contract may be extended by mutual written agreement between the Parties, such agreement to be completed prior to May 1st of the year ending the current Contract term. The Contract as renewed shall include all the terms and conditions of this Contract, as well as any amendments thereto. Renewal is contingent, in part, on Contractor’s performance during the term of this Contract, including Contractor’s conformance with all terms and conditions of the current Contract and any amendments thereto. The Contract may be renewed for a maximum of five years beyond the expiration of the year in which this Contract is renewed.

2. SCOPE OF WORK

Contractor shall, during the term of this Contract, furnish vehicle pupil transportation services for special education students and other persons as designated by the District, to and from designated stops and schools, and to and from other points as directed. In furnishing such services, Contractor shall supply and maintain all labor, materials, supervision, tools, appurtenances, equipment, services, vehicles, and personnel in such quantity and capacity as are required to fulfill the District's needs for "Daily Special Education Transportation" and "Supplemental Special Education Transportation" as defined below.

"Daily Special Education Transportation" shall mean the safe transportation of any and all special education pupils or other persons designated by the District to be transported between school and a point reasonably close to the pupils' homes, from school to school, and from home or school to therapy or other service providers, vocational education, community-based instruction; field trips and any other transportation as necessary to accommodate the individualized educational needs of District students eligible for special education and related services. Such transportation shall be provided for each and every day that school is convened and in accordance with vehicle routes and schedules submitted by the District to Contractor.

"Supplemental Special Education Transportation" shall mean the safe transportation of any and all special education pupils or other authorized persons as may be requested by District for field trips, school-sponsored trips, or any other purpose designated by District. The District reserves the right to utilize any of the vehicles used by Contractor to provide Daily Special Education Transportation during their non-operational hours (i.e., after their AM trips, before their PM trips, on weekends, evenings and holidays) to provide Supplemental Special Education Transportation. The District may request Contractor to provide students with transportation to Special Olympics that are held three (3) times a year in the Tri-Valley. The District further reserves the right to assign these trips during school days if the District's best interest is served by doing so.

Contractor shall maintain and have available for use by District such vehicles as necessary at any time of day to accommodate District's requirements under this Contract. Provision of special education pupil transportation services includes the transportation of wheelchair-bound students and students with other physical, mental, or emotional disabilities who require the use of specialized equipment. As determined by the District, Contractor shall provide the District with appropriate vehicles, with lift-gates and other modifications needed to safely transport such students.

The District reserves the right to change school hours, adjust starting times, increase or decrease service and to add or delete vehicles to and from service after giving Contractor at least five (5) working days' notice. If Contractor is unable to provide any transportation services required under this Contract or the needs of the student requires a different Contractor, the District reserves the right to seek such services from other transportation providers.

3. COMPLIANCE WITH CONTRACT DOCUMENTS

The Contractor agrees to comply fully with all of the requirements provided under the Contract Documents, including, but not limited to the Instructions to Bidders, Bid Form and Notice to Bidders all of which are hereby incorporated and made an integral part of the Contract.

4. PERMITS AND LICENSES; COMPLIANCE WITH LAWS

Contractor shall secure and maintain in force such licenses and permits as are required by law for furnishing the services required herein and shall comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies in providing all special education pupil transportation services described herein. Such laws, ordinances, codes, and regulations, include, but are not limited to the California Vehicle Code; the California Education Code; the policies of the Livermore School District as set forth in the Livermore School District Board Policy No. 3540, 3541, and Administrative Regulation No. AR 3541.1, AR 3541.2, and AR 3542; the Alameda County Office of Education Transportation Safety Plan, and the Alameda County Office of Education Special Education General Procedures.

5. PERFORMANCE BOND

Prior to execution, and as a condition of this Contract, Contractor shall provide the District with a performance bond in the amount equal to ten percent (10%) of the estimated annual Contract price to guarantee the faithful first year performance of the Contract. Subsequent to the first year's requirement, Contractor shall provide the District with a bond in the amount of ten percent (10%) of the estimated annual Contract price for at the commencement of each year of the Contract term. The Contractor will not be considered to have met the conditions of the Contract and shall not be entitled to receive payment under the Contract until the Contractor has provided to the District a performance bond meeting said requirements. The Performance Bond must be on a form that is acceptable to the District and must be issued by an Admitted Surety, which, unless otherwise agreed to by the District in writing, at the time of issuance of the bond, has a rating not lower than "A-" as rated by the A. M. Best Company, Inc. or other independent rating company.

6. IMPLEMENTATION OF CONTRACT

Within thirty (30) days of award of Contract, the Contractor will provide the District with the following information:

- a. Schedule for establishment of supervisory personnel in Livermore.
- b. Schedule for onboarding and qualifications of drivers, mechanics and other personnel, status of labor negotiations with all employees or their representatives, if any.
- c. Program for driver route and schedule orientation.
- d. Program for training and orientation of drivers and field service personnel in the safe transportation of special education students, including wheelchair-bound

students and students with other disabilities.

Should the District not approve the Contractor's schedule for implementation, both Parties will meet to resolve their differences. In any event the Contractor must

implement the Contract to the District's satisfaction and in full compliance with the bid requirements.

7. COMPENSATION, BILLING; RATE ADJUSTMENT

- a. Compensation. In consideration for services rendered hereunder, the District shall pay to Contractor all sums due and owing and calculated in accordance with the rates and payment terms set forth in the Bid Form, attached hereto at Exhibit A and made a part hereof, as may be adjusted from time to time as provided herein. It is understood that the rates and payment terms set forth in the Bid Form include all ordinary and extraordinary costs of operation and the District shall not be responsible for any additional costs, except as expressly provided herein.
- b. Billing Computation. During the first four weeks of school, the Contractor and the District will review each scheduled trip. Differences between actual mileage and established Trip Cost and mileages will be discussed and adjustments made as required. Effective the fifth week of school, the new Base Schedule hours and mileages will be in effect for billing. Scheduled trips will be reviewed every time a route or schedule is modified or changed in any way.

The same procedures for resolving differences in billing or rates between the Contractor and the District will apply as outlined in the paragraph immediately preceding.

All time computations will be computed from initial point of pickup to the last point of debarkation at school in the morning, and from first departure from school in the afternoon to the point of debarkation of last student in the afternoon. Mid-day runs will be computed on the same basis, with consideration of the above mentioned minimum mid-day charge for hours.

- c. Invoicing & Payment. Not later than the 10th day of each month during the term of this Contract, Contractor shall invoice the District for all services rendered during the prior month, net of any adjustments for services rendered in previous months, which were not previously invoiced or credited to District. Payment shall be made within thirty (30) days of receipt of properly documented invoices. Monthly invoices shall set forth the Daily Transportation rate per trip, charges for any Supplemental Transportation, and any cancellation charges accrued during the month.

8. FAILURE OF CONTRACTOR TO PROVIDE SERVICE

- a. Deductions & Charges for Failure to Provide Service. If the Contractor fails to provide a portion of the service required under the terms of the Contract, payment shall be prorated by the District for each unit failing to provide required service in accordance with the following formula:

Number of Missed Trips / Number of Trips Scheduled x Applicable Daily

Trip Rate

Assessment of such deductions by the District shall in no way relieve the Contractor of its obligation to provide spare vehicles and qualified drivers in numbers sufficient to prevent interruptions in service.

- b. Missed Trips. For purposes of assessing charges under this section, a “trip” shall mean the picking up of pupils at their homes or designated location and delivering them to their school or other designated location, or the picking up of pupils at their schools and returning them to their homes, or other designated location. Each day a vehicle misses a trip, the pro-rata cost of the trip, calculated as a percentage of the Trip Cost, shall be assessed against the Contractor.

In addition, for each morning, mid-day, or afternoon trip missed, a charge of one hundred dollars (\$100.00) per trip per day shall be assessed against Contractor.

- c. Number of Pupils Not Transported. For each pupil the Contractor fails to transport, as set forth in the route(s) and schedule(s), by reason of Contractor negligence/error, all costs incurred by District to transport pupil(s) the Contractor failed to transport, shall be assessed against the Contractor.

9. FUEL; LOCAL PURCHASES

Contractor shall purchase at its own cost, inclusive of all fuel taxes, all fuel required for the operation of vehicles here under.

While this shall in no way affect the awarding of this Contract, the District nevertheless urges the Contractor to purchase all possible supplies, parts, fuel, tires and other items within the City of Livermore whenever it is economically feasible to do so.

10. ROUTES AND SCHEDULES

- a. Routes and Schedules. The District shall be responsible for planning all routes, stops and schedules and shall furnish Contractor with a complete route map and schedule one (1) week prior to the first day of each school year. Contractor shall use the routes, direction, and schedules provided by District for pick up and drop off times for each stop as directed by District. Deviation from such routes, direction and schedules shall not be permitted without prior approval of the District. District shall be responsible for notifying parents and families of drop-off and pick-up times.

The District reserves the right to make any changes it deems necessary in routes, pick-up and drop-off locations and schedules with two (2) business days' notice to Contractor. However, during the first several weeks of school numerous changes in routes and schedules may be required in less than the customary two (2) days. The Contractor shall, therefore, be required to cooperate with the District's Transportation Coordinator or designee and to provide sufficient staff to implement the required changes as quickly and effectively as possible.

- b. Dry Runs. The Contractor shall conduct actual time orientation dry runs for all routes and schedules by the assigned drivers three (3) work days prior to the first day of school for each year during the term of this Contract. The total costs of all such required dry runs shall be borne by the Contractor.
- c. Reporting of Delays and Changes to Driver Assignment. The Contractor shall notify the Transportation Coordinator or designee in advance of any delay from normal schedule for any reason. Contractor shall also provide the Transportation Coordinator or designee each morning with an updated list of all routes and trips under the Contract which are to be operated by a relief or standby driver or by a newly-assigned regular driver.

11. ACCIDENTS; RECORDS AND REPORTS

Contractor shall make all necessary reports to law enforcement and the California Highway Patrol (“CHP”) and shall immediately notify the District’s Transportation Coordinator or designee, by telephone and shall confirm in writing within 5 days, of the occurrence of any incident involving student riders, or a traffic violation or accident reportable by law that involves a vehicle with passengers that is being used to provide transportation services pursuant to this Contract. Written notification shall contain a full and complete statement of all relevant facts including police case number when available. In no event shall such notification occur more than twenty-four (24) hours after Contractor receives notice of any such occurrence. Internal communication problems shall in no way relieve the Contractor of its obligation to provide sufficient information and advance notification to the District as specified in sections 3.3.1 and 3.3.2 of the Passenger Transportation Safety Handbook published by the CHP.

Contractor agrees to provide the District with periodic written reports as requested by the District, including but not limited to, the following:

- a. Weekly reports of all late or missed trips, with cause of problem and corrective actions;
- b. Copies of all trip records showing schedules, number of trips, type of trip, number of pupils transported, time of trip and miles traveled;
- c. Monthly summary reports of trips showing route number, school, elapsed time, mileage, and District cost;
- d. Weekly reports setting out the disposition of all complaints of unsatisfactory service, received in writing, over the phone, as communicated to driver in person, or by any other method;
- e. Copies of all CHP, California Motor Carrier and Federal Department of Transportation Vehicle Inspection reports for Contractor’s vehicles used in providing services to District; and
- f. Access, upon request, to all operational and maintenance records for Contractor’s vehicles used in providing services to District.

In addition, Contractor shall make available to the District during business hours, any additional reports and records deemed necessary by District to audit and evaluate the transportation services provided by Contractor. Such reports, may include, but are not limited to books and accounting records relative to Contractor’s activities under this

Contract, invoices, materials, payroll or personnel records, time schedules, mileage audits and other data related to matters covered by this Contract, whether in whole or in part. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years after final payment under this contract or until any final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject of this Contract shall have the same rights conferred upon the District by this section.

12. COMMUNICATIONS

The District Coordinator of Transportation and the Contractor's General Manager will establish the following guidelines for contacts and cooperation:

- a. Compilation of a directory of personnel in each organization to contact for every type of communication;
- b. Confirmation in writing of procedures for all communication by both Parties;
- c. Establishment of procedures for the settlement of disputes involving routes, schedules, pupil conduct, public relations and other operational problems that may arise; and
- d. Establishment of such other written guidelines which may be required to assure effective communication and cooperation at all times between the District and the Contractor.

13. INDEMNIFICATION AND HOLD HARMLESS

Contractor agrees to indemnify, hold harmless and defend the District, its Board of Trustees, officers, employees and agents from and against every claim, loss, damage, injury, expense (including without limitation any and all attorney's fees), judgment and direct and/or vicarious liability of every kind, nature, and descriptions arising or resulting in whole or in part from Contractor's negligent or wrongful acts, default or omissions in the performance of this Contract, except to the extent that such claim or demand arises from or is caused by the negligence, omission or willful misconduct of the District, its Board of Trustees, officers, employees or agents.

To the extent legally permitted the District agrees to indemnify, hold harmless and defend Contractor, Its directors, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by act of neglect, default, or omission of District in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of Contractor, its agents or employees.

The aforementioned indemnification and hold harmless clause shall extend to, but shall not be limited to breach of contract, death or any injury to any person or damage to property or any negligent or intentional conduct whatsoever, and shall survive the termination or expiration of the Contract.

Approval of insurance coverage required under the Contract shall not relieve the Contractor from liability under this indemnification and hold harmless clause.

14. INSURANCE

Contractor shall procure and maintain for the duration of this Contract or any renewal thereof, such comprehensive or commercial general liability insurance per occurrence for bodily injury, personal injury and property damage as set forth herein and automobile liability insurance per accident for bodily injury and property damage combined single limit as set forth herein as will protect the Contractor from claims set forth below, which may arise out of or result from the Contractor's operations under this Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a subcontractor, by sub-subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Insurance shall be procured from a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports.

- a. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
 1. **Bodily Injury and Accidental Death Liability Insurance** including auto (both owner and non-owner): Not less than \$5,000,000.00 combined single limit or \$1,000,000.00 per person, \$5,000,000.00 per accident.
 2. **Comprehensive or Commercial General Liability Insurance** with limits not less than \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, including coverage for contractual liability, personal injury, and independent contractors;
 3. **Comprehensive or Business Automobile Liability Insurance** with limits not less than \$10,000,000 combined single limit per accident for bodily injury and property damage, including coverage for owned, non-owned, and hired automobiles and contractual liability. Such insurance shall include coverage for persons who occupy the status of passengers, whether being picked up at home, school, or other point designated by the District, and until time as status of passenger is terminated.
 4. **Workers' Compensation and Employers Liability Insurance** for all of the Contractor's employees engaged in work under the Contract and with workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of not less than \$1,000,000 per accident. During the term of this Agreement, in case any of the Contractor's work is sublet, the Contractor shall require the subcontractor to provide workers' compensation insurance for all the subcontractor's employees engaged in work under the subcontract. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work

under this Contract is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance as required herein and in compliance with Labor Code section 3700.

5. **Sexual Misconduct Insurance** – Contractor will provide coverage for sexual abuse and molestation which covers bodily injury, emotional distress or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse, with limits no less than \$3,000,000.00 per wrongful act and \$4,000,000.00 aggregate.
- b. Subcontractors. The Contractor shall supply insurance for every trip operated under this contract.
- c. Other Insurance Requirements.
 - i. The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.
 - ii. The Contractor shall not commence work under the Contract nor shall it allow any subcontractor to commence work under the Contract until all required insurance, certificates, and an Additional Insured Endorsement and Declarations Page have been obtained and delivered in duplicate to the District for approval.
 - iii. Certificates and insurance policies shall include the following clause:

“This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice to:

Transportation Coordinator
685 E Jack London Blvd.
Livermore CA 94551
 - iv. Certificates of insurance shall state with particularity those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.
 - v. Certificates of insurance shall clearly state that the District and all members thereof are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by District and any other insurance carried by the District with respect to the matters covered by such policy shall be excess and non-

contributing.

- d. Before commencement of the term of this Contract, certificates of insurance, in form and with insurers acceptable to the District, and with acceptable additional insureds endorsements attached thereto, shall be furnished to the District, with complete copies of policies provided to the District upon request.

15. FORCE MAJEURE

The Contractor will be excused from performance hereunder during the time and to the extent that they are prevented from obtaining or performing the service by an act of God, fire, commandeering of materials and equipment, products, plants or facilities by the Federal or State government, when satisfactory evidence thereof is presented to the District, in writing, within five (5) business days after the date on which the Contractor first failed to provide said services, demonstrating that the non-performance was not due to the fault or negligence of the Contractor.

Application of this Force Majeure clause in the event of a strike against the Contractor will be only to the extent and for time beyond Contractor's utilization of management and other qualified personnel required to fulfill the requirements hereunder and will require documentation of Contractor's utilization of management and other qualified personnel and Contractor's efforts to avert the labor action and to settle the dispute or disputes.

16. INCLEMENT WEATHER/UNSCHEDULED SCHOOL CLOSINGS

The District shall not be obligated to accept or pay for services herein agreed to be furnished by Contractor on those days when, by direction of the District's Superintendent or designee, the District's schools are closed to insure the health and safety of the pupils or for any other lawful reason. The District shall use its best efforts to notify the Contractor not later than 5:30 a.m. on days of such school closures.

In the event of circumstances in the operation of any school which necessitate early dismissal for student health or safety reasons, including but not limited to inclement weather or impassability of roads, Contractor and the District shall cooperate to facilitate orderly transportation of students in the most efficient manner possible in light of the circumstances presented. The District shall use its best efforts to notify Contractor of the need for early dismissal as soon as is feasible.

17. SAFETY PROGRAM

Contractor shall observe all requirements of California law governing the training of personnel as it relates to the safety of students transported for the District, including the safe transportation of special education students, wheelchair-bound students, and students with other disabilities. Route times will be scheduled through the mutual agreement of the Parties to provide for emergency exit drills to be held during the first week of each school semester. If a drill cannot be held during the weeks specified due to unexpected circumstances, a make-up drill shall be scheduled as soon thereafter as possible.

Contractor shall be responsible for ensuring all drivers are trained in basic First Aid by

qualified medical or other personnel before transporting any District students. Documentation of such training satisfactory to the District shall be provided upon request.

In the event of a lost or missing student, Contractor shall provide all assistance requested by the District to locate the student.

The District reserves the right to place adult monitors at such times and for such vehicles and the District may deem advisable.

18. MANAGEMENT PERSONNEL

Contractor shall employ management personnel who shall be responsible for the efficient operation of the transportation services furnished hereunder and who shall be Contractor's liaison to the District. In addition, Contractor will designate a crisis management contact person for emergency contact with the District. By August 1st of each calendar year Contractor shall inform the District of the name(s), contact telephone numbers and address(es) of such management personnel, including weekend and evening contact information for the Contractor's designated crisis management contact person.

District shall employ management personnel who shall be responsible for coordination of the transportation requirements of the District to be furnished under this Contract who shall be the District's liaison to Contractor. District will designate a crisis management contact person for emergency contact with Contractor. By August 1st of each calendar year District shall inform Contractor of the name(s), contact telephone numbers and address(es) of such management personnel, including weekend and evening contact information for the Contractor's designated crisis management contact person.

19. OPERATIONS PERSONNEL/DRIVER QUALIFICATIONS

- a. Sufficiency and Qualifications of Employees. Contractor shall employ a sufficient number of qualified drivers and support personnel to assure the District of continuous, reliable, safe, and on time service for all District special education students, including wheelchair-bound students and students with other disabilities.

Work under this Contract shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with the District's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at District's request, and shall be supervised by Contractor.

To the extent which Contractor's employees' work performance is unsatisfactory, the District Superintendent or designee reserves the right to request substitution of another employee that would take this position and perform adequately. Contractor agrees to replace staff members who are not performing effectively. Verification of staff members' qualifications shall be made available to the

District upon request.

- b. Standby Drivers. The Contractor shall provide a sufficient number of regular qualified standby driver(s), appropriately trained in the transportation of special education pupils, in order to ensure uninterrupted service in the event of mechanical breakdown or driver absence. This number of standby driver(s) is not to include those drivers needed to cover for drivers on long term leave (over two weeks). No relief, standby, or newly assigned regular driver shall be dispatched on a route under this Contract without being fully trained in the use of any and all equipment needed to safely transport the students on the route (e.g., fully trained on operation of the lift on the lift gate vehicles, and proper methods of securing wheelchairs or other specialized equipment within the vehicle), and receiving a full orientation by the Contractor, as to the type of students (e.g., handicapped conditions of students on routes and specific procedures to be followed when transporting students with physical, mental, and/or emotional disabilities), conditions to be expected on route, special problems, and a review of the route sheet.
- c. Employee Screening. Contractor shall develop and implement an employment screening program for all candidates for employment. This screening program shall be in addition to State screening requirements set forth herein and shall be designed to assist the Contractor in determining the candidate's suitability for assignment to special education pupil transportation services. All drivers shall be subject to the approval of the District Superintendent or designee.
- d. Training Requirements. Contractor shall provide thorough instruction to drivers in compliance with state and federal safety and operations guidelines and regulations. District shall have the right to review course content. Course content will include, but not be limited to, instruction on the following topics: commercial driver's license requirements and test preparation, drug free workplace requirements, pre-trip and post-trip equipment and safety inspections, defensive driving, loading and unloading procedures, railroad crossing safety procedures, backing maneuvers, emergency procedures, special equipment instruction, operation of mobile two-way radio and federal regulations governing its use, evacuation procedures, seasonal weather conditions and student discipline as it concerns special education students. Upon request, Contractor shall provide the District with evidence of such training.
- e. Licenses and Permits. Every driver employed by Contractor to provide service to the District pursuant to this Agreement must have and maintain a valid Class C or other legally required California Driver's License and any other applicable license or permits. District policy requires that anyone transporting students to and/or from to enroll in the DMV Pull Notice Program. This policy identified the circumstances that require the contracted company to enroll in the Employer Pull Notice program and actions the contracted company may need to take if they are notified of any disqualifying action reported by the DMV.
- f. Health Requirements. Each driver employed by or contracted with Contractor to

- provide service to the District shall be in good health. Prior to driving a vehicle in service for the District, each driver shall have a chest x-ray or skin test indicating the driver is free from tuberculosis. Chest x-rays or skin tests shall be required for each vehicle driver every four (4) years at Contractor's expense. Contractor shall establish and maintain a record-keeping system to assure that each driver meets this requirement. This system shall be available for review by the District Superintendent or designee.
- g. Fingerprinting and Background Checks. Contractor shall ensure those drivers and any other employees providing services to the District under this Contract who will have contact with District students comply with the fingerprinting and criminal background investigation requirements set forth in Education Code sections 45125.1 and 45125.2. Following execution of this Contract, Contractor shall provide verification of compliance with fingerprinting and criminal background requirements to the District upon the hiring or engagement of any new employee prior to permitting the individual any contact with District pupils.
- h. Child Abuse and Neglect Reporting. Contractor will follow the Child Abuse and Neglect Reporting Act ("CANRA") guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.
- i. Specialized Requirements for Transportation of Pupils with Disabilities. Drivers who are required to transport pupils with special needs (e.g. wheelchairs, safety vests, car seats, seizures, etc.) must receive appropriate training relevant to those special requirements and must be physically able and willing to assist such students in safely boarding and exiting the vehicle, and in ensuring that seat belts, child safety restraint systems, safety vests, or other necessary restraint equipment are properly utilized. It shall be the driver's responsibility to see that car seats, seat belts, harness straps or restraints are properly adjusted and fastened as soon as the student enters his/her seat and for the duration of the trip. Wheelchair brakes must be in locked position during transport. Students transported in their own wheelchairs must be adequately secured within the vehicle by the driver to prevent movement or tipping during normal turning, acceleration or deceleration of the vehicle. The driver shall be responsible for notifying the Contractor of any student equipment not in proper transport condition. The Contractor shall then notify the Transportation Coordinator or designee with the name, address, and school of attendance of the student with the offending equipment. The Contractor shall make certain that all wheelchairs transported are properly maintained by their owners and are equipped with any additional unique restraints required for safe transport.
- j. Training for Safe Transport of Students with Disabilities. All drivers and relief/standby drivers shall participate in a District-approved, Contractor-provided course of instruction specializing in transportation of special education students and students with disabilities. This in-service training is to be in addition to the normal driver instructions as provided for by the California Highway Patrol. Topics covered during this in-service training shall include, but not limited to,

- pupil management, disability awareness, sensitivity to students with disabilities, car seat security, safety training in the operation of the lift gate and appropriate methods in securing wheelchairs, safety vests, and other specialized equipment within the vehicle.
- k. Aides. District shall, as it deems necessary, be responsible for assigning aides or other student support personnel, including nurses, to accompany special education students during transportation services provided hereunder.
 - l. Lift Gates. No driver will be allowed to operate a lift gate vehicle without first receiving full instruction (or refresher in-service training) in the operation of the lift and appropriate methods in securing wheelchairs within the vehicle.
 - m. Drop-off of Unattended Student. At no time shall a driver disembark a special education student at an address other than specified, unless authorized by the District's Transportation Coordinator or designee. Additionally, a child shall not be dropped off at any location without a receiving adult in attendance unless a Release from Responsibility Form has been executed by the student's parent or guardian. The District Transportation Department will notify the Contractor when a completed Release from Responsibility has been executed and will provide a copy of the completed Form to the Contractor. In the event a claim, suit or other legal proceeding is filed alleging liability based on leaving a student without a receiving adult in attendance and no Release From Responsibility Form has been signed by the parent / guardian and the Contractor has been properly advised, the Contractor shall be solely responsible for defense of any such action and for the payment of any judgment that may be rendered.
 - n. Confidentiality of Student Information. Any and all information given to a driver regarding a student is to be considered confidential and under no condition may this information be used to violate the privacy rights of the students, their parents, guardians or caregivers.
 - o. Route Assignment. Recognizing that drivers are responsible for the orderly conduct of pupils while they are on vehicles and recognizing that special education students and other students with disabilities identify with and rely upon the authority of drivers with whom they are familiar, drivers shall be permanently assigned to the same vehicle routes and shall have no more than two (2) reassignments during the school year unless a reassignment is determined by the District to be in the best interest of the District. Prior to changing route assignments, a driver will receive appropriate in-service training for the new assignment.
 - p. Driver Evaluation. Every driver will be evaluated at least once each year by the Contractor's driver trainer or other supervisory personnel who will ride with the driver. A copy of the evaluation report will be made available to the District upon request.
 - q. Additional Driver Responsibilities. Contractor shall hold all drivers responsible

for the following:

- i. Supervising the loading and unloading of his or her vehicle at every pick-up and delivery point;
 - ii. Keeping informed of all rules and regulations affecting the operation of vehicles and District standards of conduct;
 - iii. Complying with all federal, state, and local traffic laws while operating vehicles under this Agreement;
 - iv. Having an accurate timepiece while on duty so that the driver can maintain established scheduled times;
 - v. Notifying Contractor's dispatcher by telephone in the event of any traffic accident or medical emergency that involves a vehicle used in the performance of this Agreement. Contractor's dispatcher shall promptly advise the appropriate authorities and District's designee of the accident or emergency.
- r. Removal. The Contractor shall, within twenty-four (24) hours after the receipt of written notice from the District, remove any driver and shall prohibit him from conveying any pupils covered by this Contract. Reasons for the District's request for removal may include, but are not limited to, the failure of any driver to operate a vehicle in a safe manner, in accordance with the laws of the State of California and the ordinances of any city in which such vehicle operates, a finding by the District that the driver failed to perform his or her duties in a professional manner, or a finding by the District that the personal habits and/or conduct of a driver are detrimental to the best interests of the District or to the welfare and best interests of the students being transported.
- s. Courtesy; Professional Conduct. It is the intent of the District to provide students with the best quality transportation available and which incorporates the highest standards of performance and safety for the educational and personal well-being of its students. In effectuating the District's intent, Contractor shall ensure its employees maintain a professional manner, demeanor, and dress at all times while providing services pursuant to this Contract, and do not expose any pupil to impropriety of word or conduct. Employees will conduct themselves in a professional and courteous manner during all interactions with students, parents, and District personnel.
- t. Use of Alcohol, Tobacco, Drugs. Contractor shall not permit its drivers to smoke in the vehicle nor to drink any intoxicating beverage or be under the influence of drugs or alcohol while operating any vehicle. Contractor shall regulate the use of prescription and non-prescription drugs that impair the safe operation of the vehicle.

20. EQUIPMENT

- a. Condition of Vehicles; Right to Inspect. The Contractor shall ensure all vehicles are kept and maintained in excellent operating condition and in safe and clean

sanitary condition throughout the term of this Contract. The Superintendent or designee reserves the right to inspect each vehicle and any other equipment provided by Contractor for use under this Contract, at any time during the term of this Contract. Inspections may be conducted at any District school during a regular run. Dates and times for such inspections shall not be posted in advance. Vehicle or other equipment which are deemed by the Superintendent or designee to be unfit for providing the required service, or which do not have all current certifications, shall be replaced by the Contractor with another vehicle or equipment of the appropriate size, type and capacity and of proper condition and appearance.

- b. Vehicle Identification. Each vehicle shall display Contractor logo in the front window of the vehicle. Route information shall be provided by the driver to District personnel upon request.
- c. Graphics. Contractor agrees to the use of graphics in vehicles used to provide services under this Contract at the direction of the District. "Graphics" refer to color-coding, signs, cartoons, and symbols the District deems necessary. No advertisements, other than company information will be permitted on vehicles providing services hereunder.
- d. Communication Devices. Contractor agrees that all vehicles shall be equipped with two way radios and that drivers will be trained in their use. Contractor agrees to perform an inspection of all devices prior to the start of the school year to ensure proper performance. Contractor agrees that at all times when vehicles are in operation, the devices will be appropriately monitored and staffed by Contractor's dispatch personnel, and that drivers should, at all times on routes, be able to contact Contractor's base or dispatch personnel.
- e. Cameras. Each vehicle shall be equipped with at least one fully functioning in-vehicle digital video camera that displays the full interior of the vehicle where students are positioned during transportation. All cameras must be installed and fully functioning prior to the start of the contract before transporting District Students. The video camera shall capture and record images, either on the in-vehicle video recording unit or in a remote location, which must be copied/retained by the Contractor (and reviewable immediately upon demand by the District for at least 30 days. Request for video must be provided to the District within 1 business day.
- f. Mandated Changes. In the event any governmental agency imposes additional equipment requirements other than those set forth above on Contractor's vehicles during the term of this Contract which are specific requirements for the operation of this Contract or immediate installation or modification is required for continuing operation of the vehicles, such installation or modification shall be made by the Contractor without notification from the District. The cost of such installation or modification shall be borne by Contractor.

- g. Responsibility for Equipment. The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by the District. The acceptance or use of such equipment by Contractor or any of its employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless the District from and against any and all claims for any damage or injury of any type arising from the use, misuse or failure of such equipment, whether such damage be to the Contractor, its employees, District employees or third parties, or to property belonging to any of the above.

21. VEHICLE LOADING AND UNLOADING

The District shall provide a safe location on its school locations and school premises for loading and discharge of students from vehicles, and will cooperate with Contractor in assuring safe traffic flows of other vehicles through such area and adequate ingress and egress to such loading area on school days.

22. VEHICLE TRANSFER

Students shall not be transferred to and from vehicles going to or coming from school except in case of emergency or equipment breakdown, or unless the vehicle schedule call for such transfer.

23. PUPIL DISCIPLINE & BEHAVIOR/VANDALISM

The responsibility and authority to suspend or expel any special education pupil from transportation services hereunder shall rest solely with the District. No special education pupil shall be suspended from a vehicle except by the authority of the school administrator or District administrator.

Contractor's drivers are responsible only for such discipline as is required to properly and safely operate Contractor's vehicles. Each driver shall handle all disciplinary or behavioral issues in strict compliance with District directives. Drivers must comply with any specific guidelines or behavioral intervention set out in a student's individualized education plan ("IEP"). All behavior problems shall be reported in writing to the Transportation Coordinator or designee by the next school day following completion of the route.

Further procedures and regulations for the administration of discipline shall be established cooperatively between District and Contractor. Ongoing behavior concerns shall be addressed by the District's Transportation Coordinator or designee.

Vandalism damage to Contractor's equipment or facilities shall be the responsibility of Contractor. District shall provide Contractor with reasonable assistance in obtaining restitution for damaged equipment or facilities where damage is determined to be

caused by District students or personnel. Contractor may, with the written concurrence by District, refuse to provide a pupil with transportation services until vandalism damages caused by such pupil are paid.

24. SUBCONTRACTING

Contractor may not subcontract to another company any portion of the work to be performed under the Contract without written approval of the District. Such approval on the part of the District shall not constitute a waiver of any of District's rights and obligations under this Contract, nor shall such approval relieve the successful Contractor of its obligations herein. Moreover, the District's approval of a subcontractor shall presume that Contractor or its subcontractor has reviewed and secured the contractually required insurance as required herein. Contractor is solely responsible for payment of its subcontractors and the District has no contractual relationship with Contractor's subcontractors and shall not be considered to supervise or direct Contractor's subcontractors in any way.

25. DEFAULT/TERMINATION

The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Agreement. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, the parties may pursue their remedies as they choose. Nothing in this Agreement shall be deemed to prevent the parties from agreeing in the future to submit a dispute in arbitration.

The Contractor shall be considered in default and the Contract shall be subject to termination if it:

- a. Furnishes or uses a vehicle which does not conform to the requirements of the Contract;
- b. Fails to meet the written schedules established by the District as it is of the utmost importance that the routes and schedules established by the District be followed exactly; or
- c. Fails in any way to perform properly the terms and conditions of this Contract.

Failure or refusal by the Contractor to perform or do any act provided herein shall constitute a default. Contractor shall thirty (30) days written notice and the opportunity to remedy the violation. If, at the end of such time Contractor has not removed the cause of complaint or remedied the purported violation, then this Contract shall be deemed terminated. In the event of any default, in addition to any other remedy available to the District, the Contract may be terminated and/or such services may be bought from any source by the District. If a greater price than that indicated in the Contract is paid for such services, the excess price will be charged to and collected from the Contractor or its performance bond surety. In addition, all other damages proximately resulting from said

default may be recovered by the District.

Either party may terminate this Agreement at any time by giving the other party Thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination, Contractor shall be entitled to no further compensation of payment of any type from the District.

The District shall have the right to suspend or terminate this Contract immediately for cause should any of the following occur:

- a. Failure or refusal of the Contractor to perform or do any act herein required.
- b. Submittal of incorrect or inaccurate reports.
- c. Impracticality or unfeasibility of proposed services.
- d. Loss of any license(s) required for lawful operation.
- e. Evidence of probable mistreatment of students, or unsafe or hazardous practice in the provision of services.

Upon termination of this Contract, Contractor will submit an invoice to the District for an amount which represents the value of services actually performed prior to the effective date of termination for which Contractor has not previously been compensated. Upon approval and payment of such properly documented invoice by District, District shall be under no further obligation to Contractor monetarily or otherwise.

Without limitation to the District's right to terminate this Contract as set forth herein, if, for any fiscal year of this Contract the Board of Education fails to appropriate or allocate funds for future periodic payments under the Contract, the Board of Education will not be obligated to pay the balance remaining beyond the fiscal period for which funds have been appropriated or allocated and either Party hereto may terminate the Contract upon mailing written notice, postage prepaid and registered or certified, to the other Party.

26. STATUS OF CONTRACTOR; PAYMENT OF TAXES

In the interpretation of this Contract and the relations between Contractor and the District, Contractor shall be deemed at all times to be an independent Contractor employed to provide pupil transportation services only. Neither Contractor nor any of its employees shall be held or deemed in any way to be an agent, employee or official of District. Contractor shall be responsible for, and hold District harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

Payment of any taxes, including California State and Use Taxes, levied upon this Contract, the transaction, or the services delivered hereto, shall be the obligation of the Contractor.

27. DRUG-FREE WORKPLACE POLICY

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled

substance is prohibited on District premises. Contractor agrees that any violation of this prohibition by the Contractor, its employees, agents or assigns shall be deemed a material breach of this Contract.

COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of serviced, benefits or activities provided under this Contract and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns shall constitute a material breach of this Contract.

28. MISCELLANEOUS

- a. Applicable Law. This Contract shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for Alameda County.
- b. Severability. If any provision or any part of this Contract is for any reason held to be invalid and/or unenforceable or contrary to public policy, law, statute, or ordinance by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby and shall remain valid and fully enforceable.
- c. Assignment. Contractor shall not assign or transfer any of its obligations, rights, or duties under this Contract without prior written approval of District. Any such purported assignment or transfer shall be void, and shall constitute a breach of this Agreement.
- d. Amendments. Each of the Parties acknowledges and agrees that this Contract may be amended only by a writing signed by duly authorized representatives of both the Parties.
- e. Entire Agreement. This Contract constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no prior agreement, statement, promise, or representation made by any Party, employee, officer, or agent which is not contained herein shall be binding or valid. Any previous agreements between the District and Contractor regarding the pupil transportation services are hereby terminated.
- f. Headings. The headings of the sections herein are for convenience only and are not a part of this Contract, nor shall they be considered in construing the intent of this Contract.

- g. Interpretation. The language of all parts of this Contract shall, in all cases, be construed as a whole according to its fair meaning and not in favor of nor against any of the Parties as draftsman or otherwise.
- h. Waiver. No waiver of default in any of the terms, covenants, or conditions in this Contract shall be a waiver of any subsequent default of the same or any other terms, covenants or conditions herein contained.
- i. Future Assurances. Each of the parties agrees to execute such further documents and take such further actions as may be reasonably necessary or appropriate to effectuate the terms of this Contract.
- j. Notices. All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the addresses set forth below:

District:

Transportation Coordinator
Livermore School District

Contractor:

- k. Execution by Facsimile or in Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original of the Contract. Facsimile signature pages transmitted to other parties to this Contract shall be deemed equivalent to original signatures on counterparts.
- l. Warrant of Authority. Each of the persons signing this Contract represents and warrants that such person has been duly authorized to sign this Contract on behalf of the Party indicated, and each of the parties by signing this Contract warrants and represents that such Party is legally authorized and entitled to enter into this Contract.

IN WITNESS WHEREOF, the Parties hereto have executed the Contract through their duly authorized representatives, in duplicate, the day and year first hereinabove written.

Contractor: First Alt

Livermore_School District

By: _____

By: _____

Title: _____

Title: Asst. Superintendent of Bus. Svc.

ATTACHMENT A
Livermore Valley Jt USD
SPED Transportation RFP 23-24/001

ATTACHMENT B
First Student Proposal

ATTACHMENT C
First Student Addendum 1