

# CONEJO VALLEY UNIFIED SCHOOL DISTRICT TRANSPORTATION SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Conejo Valley Unified School District (hereinafter referred to “District”) and \_\_\_\_\_, (hereinafter referred to as “Provider.”)

**PROVIDER.**

Provider	Telephone Number
Street Address	Fax Number
City, State, Zip code	E-mail Address
Tax Identification or Social Security Number	License Number (if applicable)

- A. DISTRICT desires to engage Provider services as more particularly described on “Statement of Work” which is attached hereto as Exhibit A and incorporated herein by this reference (“Services”).
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide Services until DISTRICT returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with DISTRICT, and not as a partner, coventurer, agent, or employee of DISTRICT, and nothing contained herein shall be construed to be inconsistent with this relationship or status, and is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of DISTRICT or to bind the DISTRICT in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and DISTRICT, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers’ Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to DISTRICT employees. Provider will be responsible for payment of all Provider

employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. **NON-EXCLUSIVITY.**

- a. During the term of this Agreement Provider may, independent of Provider's relationship with the DISTRICT, without breaching this Agreement or any duty owed to the DISTRICT, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the DISTRICT may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the DISTRICT.

4. **SERVICES.** Provider shall provide DISTRICT with the Services, which are described on the "Statement of Work" (the "Work" or "Service") which is attached hereto as Exhibit A and incorporated herein by this reference. The Work is an ongoing service; therefore, the Statement of Work section five time of performance sets forth the mutually agreed schedule for providing such services. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of DISTRICT, Provider and DISTRICT shall cooperate with each other to work around such delay. However, DISTRICT shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the DISTRICT. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between DISTRICT and Provider whereby the DISTRICT can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or Service from those specified in this section shall be made without the prior written consent of the DISTRICT.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on \_\_\_\_\_, 2018 and shall be for a period of one (1) year with the option to renew annually for a period not to exceed four (4) additional years. Contract renewal is contingent upon Carriers satisfactory performance review, California Highway Patrol inspection, maintenance of safety record satisfactory to DISTRICT, Maintenance of ratings on audit and/or inspection of vehicles, maintenance records, facilities, driver performance reviews and other such items satisfactory to DISTRICT. All Work and Services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Proposed Rates for Service" attached hereto as Exhibit B and incorporated herein by this reference.

Provider shall send DISTRICT periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period, or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the DISTRICT.

All payments due Provider are set forth in "Proposed Rates for Service" and shall be paid by the DISTRICT within 30 days of receipt of a proper invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The DISTRICT reserves the right,

in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the DISTRICT's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the DISTRICT is disputed, the DISTRICT shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Proposed Rates for Service" are not set by law, but are negotiable between Provider and DISTRICT.

- 7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the DISTRICT, which may be withheld by the DISTRICT in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the DISTRICT. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and affect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the DISTRICT, in its sole discretion, to terminate the Agreement.
- 8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this Agreement shall, at the option of the DISTRICT, become DISTRICT property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory Work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

- 9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns. If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3<sup>rd</sup>) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the DISTRICT and the Provider as follows:

<u>Conejo Valley Unified School District</u>	
DISTRICT	Provider
Attn: <u>Janet Boland</u>	Attn: _____
<u>1400 E Janss Road</u>	_____
Street	Street
<u>Thousand Oaks, California 91362</u>	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to DISTRICT that the Work shall be performed in a professional manner consistent with the highest industry standards.

11. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Driver must have valid driver license for the appropriate class of vehicle with passenger transportation endorsement. Driver is to have a certificate to drive a school pupil activity bus and valid medical card, as required. Provider must provide proof of CHP vehicle certification and inspection.

12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

13. **INDEMNIFICATION.** Provider agrees to defend, indemnify, and hold harmless DISTRICT, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider shall also pay for any and all damage to the Real and Personal Property of the DISTRICT, or loss or theft of such Property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on DISTRICT premises by Provider, Provider's agents, employees or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the DISTRICT. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its officers, agents, employees, and/or volunteers.

14. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of the Agreement, policies of insurance for the following types of coverage:

Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Commercial General Liability Insurance. Provide shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage:  
Each Occurrence, \$1,000,000.00 and Aggregate \$2,000,000.00

Commercial General Liability insurance shall include products/completed operations, broad form property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

Automobile Liability. If vehicles will be driven on DISTRICT property, Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance with the following minimum coverage limits:

Student Transportation \$1,000,000.00 combined single limit

Provider's and any and all subcontractor's Commercial Automobile Liability Insurance shall name the DISTRICT, its employees, and school board members as additional insured.

Other Coverage as Dictated by the DISTRICT. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance:

Abuse and Molestation Each Occurrence, \$1,000,000.00 and Aggregate \$2,000,000.00

Certificates of Insurance. Provider and any and all subcontractors working for Provider shall, provide certificates of insurance to the DISTRICT as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the DISTRICT, and at any other time upon the request of the DISTRICT. Certificates of such insurance shall be filed with the DISTRICT on or before commencement of the services under this Agreement.

Provider's and any and all Provider Subcontractor's Commercial General Liability insurance and Abuse and Molestation coverage shall name Conejo Valley Unified School District, its officers, agents, employees, and/or volunteer as additional insureds, evidenced by an endorsement.

Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the DISTRICT may immediately terminate this Agreement.

15. **SAFETY AND SECURITY.** Provider shall be responsible for ascertaining from the DISTRICT all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Certain entities that contract with a school DISTRICT are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the DISTRICT determines that the Provider will have limited contact with students.

Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the DISTRICT under this Agreement.

Transportation Providers are required to comply with Education Code section 49406, Examination for Tuberculosis requirements. Provider must cause to be on file with the

DISTRICT a certificate from the examining physician showing the Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

16. **GOVERNING LAW AND VENUES.** Provider hereby acknowledges and agrees that DISTRICT is a public entity which is subject to certain requirements and limitations. This Agreement and the obligations of DISTRICT hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agrees to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.

17. **ARBITRATION.** Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

18. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney's fees and costs incurred in connection with such actions or proceeding

19. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.
  
20. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns
  
21. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
  
22. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
  
23. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever
  
24. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
  
25. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an "ink-signed" original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

Conejo Valley Unified School District  
DISTRICT

Provider

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Exhibit A**  
**STATEMENT OF WORK**

**DESCRIPTION OF WORK:**



**Exhibit B**  
**PROPOSED RATES FOR SERVICE**