

**AGREEMENT
FOR TRANSPORTATION SERVICES
BETWEEN KASHIA ELEMENTARY SCHOOL DISTRICT
AND POINT ARENA JOINT UNION HIGH SCHOOL DISTRICT**

THIS AGREEMENT, made and entered into effective July 1, 2016, by and between the KASHIA ELEMENTARY SCHOOL DISTRICT (hereinafter referred to as "KASHIA"), and the POINT ARENA JOINT UNION HIGH SCHOOL DISTRICT (hereinafter referred to as "POINT ARENA") for the purpose of providing certain transportation services to students attending schools in POINT ARENA. The term of this Agreement shall be from July 1, 2016 to June 30, 2017 unless terminated pursuant to the terms herein.

I. KASHIA AGREES TO PROVIDE AND PERFORM THE FOLLOWING:

- A. **SCOPE:** KASHIA shall furnish transportation services to POINT ARENA students who reside on or near the Kashia Rancheria. KASHIA shall transport these students to and from the Kashia Rancheria to beyond Stewarts Point Store to/from Deer Trail or Gualala, where POINT ARENA will pick up/drop off the students. Such transportation shall be provided for each day that POINT ARENA schools are convened and in accordance with the bus schedule agreed upon by KASHIA and POINT ARENA.
- B. **PERMITS AND LICENSES: KASHIA:** its employees and its agents, shall secure and maintain valid permits and licenses that are required by law for the execution of this Agreement.
- C. **ACCIDENT/INCIDENT REPORTS:** All accidents and/or incidents involving equipment, pupils or personnel while operating under this Agreement shall be verbally reported to POINT ARENA immediately. A written report of the accident/incident involving injuries and/or potential injuries will be presented to POINT ARENA within 10 business days, and shall include, but not limited to, all reports which are available by other regulatory and law enforcement agencies. KASHIA covenants and agrees, and shall, cooperate with the timely provide POINT ARENA such further and additional information as POINT ARENA may require and request relative to such accidents and/or incidents.
- D. **PERSONNEL:** KASHIA shall comply with all applicable laws and regulations governing the safe transportation of students. KASHIA shall be responsible for properly and adequately training its personnel and ensuring that its personnel are licensed as required by law.

Disputes or controversies regarding discipline involving drivers or employees of POINT ARENA or KASHIA arising out of the performance of this Agreement will be referred to the other party. Should the parties be unable to conclude the

matter to the satisfaction of the other, the matter will be referred to the Superintendents of each party for resolution.

- E. **EQUIPMENT**: All equipment used by KASHIA under this Agreement, shall remain the property of KASHIA, unless specifically agreed upon otherwise in writing.

KASHIA shall provide and maintain only certified buses that meet all applicable regulations and laws relating to student transportation in California, including all relevant requirements of the California Vehicle Code, Titles 5 and 13 of the California Administrative Code, all applicable rules, regulations, and orders of the California Highway Patrol, and the California Education Code.

- F. **PERSONNEL SCREENING**: All KASHIA operating personnel are subject to the fingerprinting requirements of Education Code section 45125.1. KASHIA shall submit fingerprints for review by the Department of Justice and authorize POINT ARENA to receive subsequent arrest and conviction notifications.

In addition, KASHIA shall ensure that all operating personnel comply with the tuberculosis screening requirements set forth under Education Code section 49406 and Health and Safety Code section 121525, the first aid requirements set forth under Vehicle Code 12517.3 and 12522, and POINT ARENA policies that relate to transportation and child abuse reporting.

- G. **PUPIL DISCIPLINE**: KASHIA's operating personnel are responsible for all pupil discipline which is required to properly and safely operate KASHIA's buses. KASHIA's operating personnel shall handle all disciplinary matters in collaboration with POINT ARENA and in strict accordance with POINT ARENA policy. All discipline problems shall be reported to POINT ARENA in writing by the next school day following completion of the route.

I. **THE PARTIES AGREE TO THE FOLLOWING:**

- A. **COMPENSATION**: Costs for all transportation services provided by KASHIA under this Agreement shall be determined as follows:
1. POINT ARENA shall compensate KASHIA at a rate not to exceed one-half of \$127.00 per school day, or \$63.50 per school day, for 180 school days per school year. In no event shall this compensation exceed \$11,430.
 2. KASHIA agrees to provide POINT ARENA with service, drivers, routing, licenses, permits, insurance, fuel and all maintenance to furnish the agreed upon transportation services under the terms of this Agreement.

3. Current payments for services under the terms of the Agreement shall be made as follows:
 - a. KASHIA shall invoice POINT ARENA annually for transportation services.
 - b. POINT ARENA will assure payment within 30 days absent POINT ARENA disputes or questions.
- B. SUPERVISION: KASHIA shall ensure proper supervision of students while providing transportation services, including all loading and unloading of students, pursuant to this Agreement. Students shall not be permitted to unload from the KASHIA bus until the POINT ARENA bus has arrived to pick them up and vice versa.

C. INSURANCE:

Commercial General Liability and Automobile Liability

1. Each party shall furnish to the other a Certificate of Insurance, issued by an insurance carrier licensed to write general liability insurance in the State of California and have an AM Best Rating of A or higher, stating liability insurance is presently in effect of not less than \$2,000,000 Each Occurrence, \$4,000,000 General Aggregate, \$1,000,000 Products/Completed Operations, \$1,000,000 Personal/Advertising Injury Limit.

The Certificate(s) of Insurance must provide the following requirements:

- a. Cancellation/Change Language:

That the insurer will not cancel or make material changes to the insured's coverage without (30) days prior written notice to POINT ARENA/KASHIA; and

- b. Additional Insured Language:

Shall apply to both General Liability and Auto Liability, said coverage will be endorsed in the policy and shall be primary and non-contributory with respect to POINT ARENA/KASHIA, its officers, agents employees, and servants are included as additional insured.

2. Each party shall furnish to the other a Certificate of Insurance, issued by an insurance carrier licensed to write automobile liability insurance in the State of California and have an AM Best Rating of A or higher, stating liability

insurance is presently in effect of not less than \$4,000,000 combined single limit per occurrence.

3. New Certificates of Insurance are subject to the approval of the other party. Each party agrees that no work or services shall be performed prior to such approval.

Workers' Compensation Insurance

1. Each party shall furnish to the other party a Certificate of Insurance, issued by an insurance carrier licensed to write worker's compensation insurance in the State of California and have an AM Best Rating of A or higher, including the name of the carrier and the date of expiration of the insurance, or a certificate to self-insure, issued by the California Department of Industrial Relations with Employers Liability limits of at least \$1,000,000.
 2. Each party shall be required to secure the payment of Worker's Compensation to his/her employees in accordance with the provisions of Labor Code Section, 3700.
 3. Each party shall place into effect and maintain and enforce such insurance for claims under Workers' Compensation acts and from any other claims for damage to property or personal injury including death, which may arise from operations under this Agreement, and will hold the POINT ARENA/KASHIA, its officers, employees and agents harmless from all liability for such claims.
- D. INDEMNITY: Each party shall defend, hold harmless, and indemnify the other party, its governing board, officers, administrators, agents, employees, students, independent contractors, subcontractors, consultants, other representatives from and against any and all liabilities, claims, demands, costs, losses, damages or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense from any cause whatsoever arising from or connected with this Agreement that arise out of or result from in whole or in part, the negligent, wrongful or willful acts or omission of the other party or any person acting under the direction and control of the other party.

This indemnity shall survive the termination of this Agreement and/or final payment and in addition to any other rights or remedies that either party may have under law and/or this Agreement.

- E. ROUTING/SCHEDULING: Prior to the start of any service under this Agreement, POINT ARENA shall cooperatively establish routes and schedules with KASHIA. The parties may agree in writing at any time during the term of the Agreement revise routing or scheduling.
- F. TERMINATION: Either party may terminate this Agreement with or without cause upon giving thirty (30) days written notice to the other party.
- G. INDEPENDENT CONTRACTOR: KASHIA, in the performance of this Agreement, shall be and act as an independent contractor. KASHIA understands and agrees that KASHIA nor any of its employees shall not be considered an officer, employee or agent of POINT ARENA, and is not entitled to benefits of any kind or nature normally provided employees of POINT ARENA. Each party assumes the full responsibility for their own acts and/or omissions and the acts and/or omissions of its officers, employees or agents as they relate to the services to be provided under this Agreement.
- H. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement unless otherwise provided herein.
- I. GOVERNING LAW: This Agreement shall be deemed to be made in Sonoma and Mendocino Counties and shall be construed in accordance with the laws of the State of California. Venue for any disputes shall be in the Superior Court in the County Sonoma or Mendocino.
- J. REPRESENTATION BY COUNSEL: Each party understands and is aware that School and College Legal Services of California have provided legal advice and service to other parties on this and other matters. Each party has no objection to the representation of the other party in the formation and implementation of this Agreement by the same legal counsel.

KASHIA ELEMENTARY SCHOOL DISTRICT

BY: _____
Frances Johnson, Superintendent

DATED: _____

POINT ARENA JOINT UNION HIGH SCHOOL DISTRICT

BY:  _____
Superintendent

DATED: 6-13-2016