

**AGREEMENT BETWEEN  
MT. DIABLO UNIFIED SCHOOL DISTRICT  
AND INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made this 27th day of October, 2009, by and between the Mt. Diablo Unified School District (hereinafter "District") and Pawar Transportation, LLC (hereinafter "Contractor").

District hereby engages Contractor to render described services under the terms and conditions of this Agreement.

1. Performance of Services

- (a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 4 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools, transportation, and workspace necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used with the written approval of the District only.
- (b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. Compensation. District agrees to compensate Contractor for the performance of the Services on the following basis:

\$527,400.00 total fee for Services

The basis of the fee for Services shall be as follows:

**LOCAL – Within Contra Costa County**

Rate per pupil per day, ambulatory: 40 Dollars

Rate per pupil per day, wheelchair: 120 Dollars

**OUT OF THE AREA – Greater Bay Area outside of Contra Costa County**

Rate per pupil per day, ambulatory: 80 Dollars

Rate per pupil per day, wheelchair: 140 Dollars

Check one:

- Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- Payment in Full: Contractor shall be paid upon completion of services after obtaining originator's signature at the bottom of this contract, indicating that services have been performed.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

3. Term and Termination. This Agreement will become effective on November 8, 2009. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.

4. Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or

regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.

5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1.
6. Rules and Regulations. All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
7. Indemnification. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.
8. Ownership of Designs and Plans. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
9. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

<u>DISTRICT</u>	<u>CONTRACTOR</u>
Mt. Diablo Unified School District	Name: <u>Pawar Transportation, LLC</u>
1936 Carlotta Drive	Address: <u>3673 Vista Charonoaks</u>
Concord, CA 94519-1397	<u>Walnut Creek, CA 94598</u>
Attn: Superintendent	
	Phone: <u>(925) 938-6565</u>
	Fax: <u>(925) 938-6464</u>
	Tax ID #: <u>76-072826</u>

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

10. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
11. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties

further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

12. Attorneys' Fees: If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: \_\_\_\_\_  
Budget Administrator Date

By: \_\_\_\_\_  
Date

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized by: \_\_\_\_\_  
Assistant or Associate Superintendent Date

Approved: \_\_\_\_\_  
Assistant Superintendent of Personnel Date

**TO BE COMPLETED BY DISTRICT BUDGET ADMINISTRATOR**

It is my determination that this contractor is not required to comply with Ed. Code §45125.1 regarding the submission of fingerprints to the Department of Justice.

OR

This contractor is subject to the requirements of Ed. Code §45125.1 and will not begin services until I have received evidence that the Department of Justice has completed its criminal background investigation.

\_\_\_\_\_  
Administrator's Signature Date

Upon completion of Services, sign below and forward original contract to Fiscal Services for payment.

\_\_\_\_\_  
Originator's Signature Date

\_\_\_\_\_  
Phone

*Distribution*  
original: Fiscal Services for payment  
copy: Contractor  
copy: Originator/Budget Administrator

\_\_\_\_\_  
Budget Code

*Additional forms may be obtained from the offices of the Assistant Superintendent of Elementary Education and the Associate Superintendent of Educational Services or the Fiscal Services web site:  
www.mdusd.k12.ca.us/fiscal/pdf/contract.pdf*

**EXHIBIT A**

**LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR**

See Attached

Services of Contractor arranged by

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Department / School

## TERMS AND CONDITIONS

ASSIGNMENT OF RIGHTS OR OBLIGATIONS Except as noted hereunder, Successful Contractor may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the Mt. Diablo Unified School District.

ATTORNEY FEES In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

AUTHORITY OF THE Mt. Diablo Unified School District. Subject to the power and authority of the Mt. Diablo Unified School District as provided by law in this contract, the Mt. Diablo Unified School District shall, in all cases, determine the quantity, quality, and acceptability of the work for which payment is to be made under this contract. The Mt. Diablo Unified School District shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

CANCELLATION OF THE CONTRACT *Without* cause, the Mt. Diablo Unified School District may cancel this contract at any time with thirty (30) days written notice to the contractor. *With cause*, the Mt. Diablo Unified School District may cancel this contract at any time with ten (10) day's written notice to the Contractor. Cancellation for cause shall be at the discretion of the Mt. Diablo Unified School District and shall be, but is not limited to, failure to service specified within the time allowed or within the terms, conditions or provisions of this contract. The Contractor may not cancel this contract without prior written consent of the Director of Purchasing.

COMPLIANCE WITH OR DEVIATION FROM SPECIFICATIONS Contractor hereby agrees that the service offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Contractor's response. Contractor may submit an attachment entitled "*Exceptions to Specifications,*" which must be signed by Contractor's authorized representative. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken.

COMPLIANCE WITH FAIR EMPLOYMENT PRACTICE ACT Contractor agrees in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433), that in the hiring of skilled labor for the performance of any work under this contract, no Contractor firm by reason of race, color, national origin or ancestry, or religion, discriminate against any person who is qualified and available to perform the work to which such employment relates.

COMPLIANCE WITH LAWS All Proposals shall comply with current federal, state, local and other laws relative thereto.

DISCRIMINATORY SERVICES: Contractor agrees that all goods and services under this contract shall be available to all qualified persons regardless of age, sex, race, religion, color, national origin, or ethnic background, and that none shall be used, in whole or in part, for religious worship or instruction. Contractor further agrees to recruit, hire, and promote for all job classifications without regard to race, religion, national origin, sex, or age unless based upon bona fide occupational qualifications.

CONTRACT INCORPORATION This contract embodies the entire contract between the Mt. Diablo Unified School District and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Contractor's successful submittals, supplemental agreements, and any and all written agreements, which alter, amend or extend the contract.

FORCE MAJEURE If execution of this contract shall be delayed or suspended out of causes beyond the control of Contractor, the Contractor shall notify the Mt. Diablo Unified School District in writing, within twenty-four (24) hours, after the delay. Such causes may include, but are not limited to: acts of God, war, fires, floods, epidemics, strikes and severe weather.

FORMATION OF CONTRACT Contractor's signed offer (Proposal) and Mt. Diablo Unified School District's written acceptance shall constitute a binding contract.

LAWS GOVERNING CONTRACT This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the county of Contra Costa, in the State of California. The parties further stipulate that the county of Contra Costa, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

PAYMENT: The District shall pay Contractor for services provided hereunder, monthly in arrears, upon receipt of a properly documented invoice. Payments shall be made in accordance with schedule (a) home-to-school transportation and schedule (b) other transportation.

In no event shall billing be for more than sixty (60) days after the dates of service.

The District shall authorize hours and miles to each route at the time the routes are developed and submitted for approval.

RIGHT TO WITHHOLD: The District has the right to withhold a pro rata portion of the payment to the Contractor when, in the opinion of the District, expressed in writing to the Contractor (a) the Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented; (b) the Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.

SEVERABILITY The Contractor and the District shall be severed from this contract any provisions, or portion of any provision, of this contract that are held invalid, illegal or unenforceable. The Contractor and the District shall be severed from the contract and the remaining provisions shall be valid and enforceable.

SPECIFICATIONS, CHANGES TO The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced to writing and signed by both parties.

## EXHIBIT A

### LIST OF SERVICES TO BE PERFORMED

The Contractor will furnish the District with the required number of appropriately licensed/permitted vehicles, administrative and support staff, facilities, special equipment and supplies for transporting special education students to and from school sites within surrounding areas, at such time and places as assigned by the District. The contractor shall also include transportation to and from student related services and other school activities as specified in the IEP.

The Contractor who is awarded this contract will be responsible for the following duties:

1. Transportation Jurisdiction: Transport pupils qualified for special education services residing within the jurisdiction of the District from the pickup address to drop off address and return to designated delivery address to drop off address and return to designated delivery address, said addresses to be designated by the District. Such transportation shall be provided to designated addresses on all days the schools are in session.
2. Seat Belts/Car Seats/Harness: Furnish all vehicles with a seat belt for each passenger and driver. Furnish all equipment necessary for said transportation of passengers (i.e., car seats, restraints and harnesses). It shall be the driver's responsibility to see that such seat belts, car seats, or restraints are properly adjusted and fastened as soon as the pupil occupies his seat and for the duration of the trip (including wheelchair pupils). Provide for the welfare and safety of the pupils' transported at all times.
3. Travel Time : Deliver the pupils to their respective schools not more than fifteen (15) minutes before classes convene and have vehicle arrive at each school for the return trip five (5) minutes but not more than (10) minutes after classes are dismissed. The travel time a child is enroute shall not exceed one hour one way unless the child lives in excess of fifteen (15) miles from the school and except for abnormal weather, traffic or other unusual conditions as stated in the Force Majeure Section.
4. Compliance with Law: Comply with all federal, state and local laws and regulations statutes, ordinances, and rules applicable with respect to its performance under this contract, including but not limited to: licensing, employment and purchasing practices, and wages, hours and conditions of employment, including non-discrimination.
5. Authorized Passengers: Drivers will not transport any person, except a pupil enrolled in school within the jurisdiction of the Superintendent, or an employee of the Superintendent/Contractor, without first obtaining permission of the District.
6. Information for State Reports: Supply information for the District to apply to the State Department of Education for reimbursement for pupil transportation. The Contractor further agrees to submit to the District:
  - a. A monthly written report not later than the 15<sup>th</sup> of the following month showing the total number of miles each vehicle traveled and the number of pupils transported on each vehicle for specified days on forms supplied by the District.

- b. An annual written report no later than July 30 showing the average number of pupils transported and the distance the pupils live from school.
7. Accident Reports: All accidents or incidents involving the Contractor's equipment, personnel, or pupils being transported while operating for the District shall be reported in writing to the District within five (5) working days. A preliminary oral report shall be made to the District within thirty (30) minutes following the accident and shall include whether any fatalities or injuries occurred and a generalization of property damage. The parents and school of attendance or any student affected shall be notified by the Contractor as soon as possible and the whereabouts of the student disclosed. Follow-up accident written reports shall be made periodically until all the pertinent facts have been reported to the District. A legible copy of both the responding police agency and the Contractor's accident investigator's final report shall be submitted to the District within ten (10) working days following the accident or incident or when such report is completed, whichever occurs first.
8. Complaints: Keep complete and accurate records of all written and oral complaints received regarding the services of the Contractor from all sources including, but not limited to: District's employees or agents, parents of handicapped pupils, State or Federal Agencies and other School Districts. Contractor further agrees to provide to the District a written monthly report listing said complaints and actions taken by the Contractor, if any, to resolve each complaint. The contents of these records and reports shall comply with written guidelines and instructions issued by the District.
9. Vehicle Certification and Permits: The Contractor shall only use Transportation Charter Party (TCP) and/or municipally permitted vehicles rated for passengers which meet all applicable regulations and laws relating to Special Education Student Transportation. The Contractor shall use vehicles that were manufactured on or after January 1, 2002. All vehicles shall be equipped with air conditioning, and individual seat belts or harnesses. All vehicles transporting pupils in wheelchairs shall be equipped with hydraulic lifts. Lifts purchased in or after 1995 shall have a manual override to provide for operation in the event of failure in the electrical system.
- Contractor shall submit to District a vehicle manifest.
10. Special/modified Equipment Requirements: If any equipment used by Contractor in the performance of this contract is required to be installed or modified due to a change in the law or applicable rules and/or regulations, such modification or installation shall be made by the Contractor without notification from the District. The cost of such modification and/or installation shall be borne by the Contractor.
11. Standby Vehicles: Contractor will provide properly licensed and permitted backup vehicles support in cases where normally assigned vehicles are inoperable. All such standby vehicles shall meet the requirements set for regular vehicles.
12. Standby Personnel: Contractor shall maintain a list of standby personnel to perform the work if regularly assigned are absent from. The Contractor shall submit this list to the District prior to the commencement of work.



13. Discipline : Pupils transported by Contractor shall be under the authority of, and responsible directly to, the driver of the vehicle, and the driver shall be held responsible for the orderly conduct of the pupils while they are in the vehicle. The Contractor shall provide student behavior in-service meetings and/or participate in District sponsored student behavior in-services.

The Contractor shall provide within three working days, a written or oral report to the District of incidents of rider misconduct on the bus and corrective action taken, if any.

14. Certificate of Compliance: Contractor shall furnish to the District proof that all vehicles utilized for the contract are TCP certified by the PUC (Public Utilities Commission) or have municipal permits applicable to areas served. This proof shall be furnished prior to beginning operation under this contract and at any time during the term of the contract upon the request of the District.

15. Vehicle Inspection: Allow the District to inspect all vehicles used in furnishing the services herein at any time during the term of the contract. A copy of each vehicle's yearly TCP or Municipal inspection shall be sent to the Transportation Services Coordinator. Vehicles which are deemed by the District to be unfit for providing the required service shall be replaced by the Contractor with another vehicle of the same size, type and capacity and in proper condition. Any required special education equipment shall be installed on all such replacement vehicles at the Contractor's expense.

16. Vehicle Mechanical Conditions: All vehicles utilized by the Contractor under this contract shall be in excellent mechanical and safe operating condition during the entire term of this agreement.

17. Vehicle Appearance: All vehicles utilized by the Contractor shall be clean and sanitary and shall have an excellent exterior and interior appearance in accordance with District standards during the entire term of this agreement.

The Contractor shall make available to the District for review all vehicle inspection reports.

18. Radio Equipment: Each vehicle shall be equipped with radios/phones for communication to a base station dispatch terminal before being used for this contract. A citizens band radio is not allowed. All communication equipment must be maintained in good working condition at all times during the term of this agreement.

19. Driver Requirements:

- a. License: All drivers employed by the Contractor to provide service to the District must have a valid Class C California Drivers License.
- b. Contractor shall maintain a list of each driver's name, CALIFORNIA DRIVER'S LICENSE number and Department of Motor Vehicles summary record monthly (DMV pull notice).

- c. All drivers shall be fingerprinted, at Contractor's expense, at a certified LifeScan provider. The Contractor shall maintain a record keeping system available to the District to verify that all drivers have been fingerprinted.
- d. Health Requirements: Each driver employed by the Contractor to provide service to the District shall be in good health. Each driver shall have a skin test or chest x-ray indicating the driver is free from Tuberculosis prior to driving for the District. Random testing of drugs and alcohol, chest x-rays or skin tests shall be required. Any driver failing to be tested or found to have a "positive" drug test resulted shall be immediately removed from service to the District.

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.

- e. Moral Character: Contractor recognizes that, for the protection of pupils, drivers and other Contractor employees who have contact with the pupils and their families must be of stable personality and high moral character. Contractor shall assure that all Contractor personnel meet these qualifications. Contractor will not allow any person to drive whose conduct might in any way expose a child to any impropriety of work or conduct, nor shall Contractor allow any person to drive who Contractor knows or has reason to know is not in a condition of mental and emotional stability.
- f. Special Requirements: Drivers who are required to lift pupils in and out of vehicles shall have special training provided by the Contractor in lifting techniques and treatment of the handicapped children who must be lifted. Such personnel shall be physically capable of performing the required lifting. Proof of training will be submitted to the District upon request.
- g. Time Schedules: All drivers shall be required to have an up-to-date route sheet, area map and a timepiece with them while on duty so that they can maintain established time schedules.
- h. Changes in Assignment: Drivers shall be permanently assigned to the same route whenever possible.
- i. Evaluation: Drivers shall be evaluated by the Contractor at least once each semester for the purpose of observing their driving practices with respect to: safety; mechanical operation; conformance with laws, policies and regulations; adherence to established routes and schedules; handling of pupils; and other factors inherent in the transportation of special education pupils. Copies of the evaluations shall be maintained by the Contractor during the term of the driver's employment by the Contractor, plus one (1) year thereafter and shall be sent to the District upon request. All drivers assigned to perform services under this agreement shall maintain a minimum evaluation rating of satisfactory in all evaluation categories. In the event of an "at fault" accident, the driver shall be re-evaluated and retrained.

20. Pre-Employment Screening: Contractor shall develop and implement a pre-employment screening program for all candidates for employment. The screening

program shall be designed to assist the Contractor in determining the candidate's suitability for assignment to handicapped transportation services.

21. Riding Aid/Assistant: The District has the authority to place an assistant/aid with the student when deemed necessary.

22. Driver/Assignments: The District shall have the right of approval for any driver assigned to any route or service under this contract and may, at the District's sole discretion, require the removal or reassignment of any driver/aide from service under this contract.

23. Contractor's Facilities – Vehicle Parking:

a. Maintenance: Contractor shall establish and maintain, throughout the duration of this contract, a maintenance facility/garage equipped and staffed as required to perform preventative maintenance and repairs to vehicles used under this contract.

b. Location: Maintenance and administrative facilities shall be maintained in Contra Costa County.

c. Administrative and Support Staff: A facilities shall be staffed as required to administer and support the program, including the availability of personnel to receive and place telephone calls and monitor the radio equipment during the hours that pupils are being transported each school day. A private line, dedicated to the District related business, shall be installed at this facility at no cost to the District.

25. ROUTING AND SCHEDULING:

a) Contractor shall route students. Up-to-date route sheets shall be on file in the Contractor's dispatch office and sent within three (3) working days of the routing to the District Transportation Office. Pupils are to be transported directly to their schools from their places of residence (or predesignated boarding point, if different). Pupils are to be delivered to school not more than fifteen (15) minutes prior to class starting time, nor are they to be kept waiting more than ten (10) minutes after dismissal time. The Contractor shall notify by telephone and written confirmation parent(s) or guardian(s) of each pupil of the time and place of pickup and return at the start of the school year or in advance of any change in pickup or delivery times.

b) Changes in Established Routes:

1. The District must be informed of any changes to established routes.

2. Suspension or deletion of service for a pupil shall be implemented the next working day following receipt of the route change from the District.

3. Contractor shall add a pupil to a bus route within five (5) working days following receipt of a route change from the District.

4. Contractor shall implement new routes as resulting from relocation of a class and/or classes and major changes in pupil population within ten (10) working days on receiving notification by the District.
5. The Contractor shall maintain daily records showing clearly the route numbers, vehicle numbers, drivers, number and names of pupils transported to each school. These records will be supplied monthly or upon request by the District.

c) Field Trips and Other School Sponsored Activities

Contractor agrees to provide special education transportation service for field trips and such other school-sponsored activities as may be authorized by the District. For field trips, the District will contact Contractor at least ten (10) days prior to the scheduled activity.

d) Cancellation of Scheduled Field Trips

The District shall have the option to cancel any scheduled field trip upon the District notification to the Contractor at least two (2) hours prior to the time of the first scheduled pupil pick up. The District agrees to pay a penalty of \$100.00 per vehicle for field trip cancellations in which two (2) hour notice has not been given.

26. ACCOUNTING SUMMARY REPORT: The Contractor shall provide the District with a monthly accounting summary. This report summarizes routes by distance and time, by school, by day, student rider-ship, and also displays additional bus assignments requested by the District.
27. ADMINISTRATION AND SUPERVISION OF TRANSPORTATION SERVICE: Contractor shall maintain staff as required for effective management and supervision of the transportation service provided to the District. In addition to such other personnel as may be required to administer the contract for pupil transportation, the Contractor shall employ and assign a responsible project manager to act as Contractor's Designee in all matters relating to the contract and the work to be done.
28. DRY RUNS: At least one (1) Dry Run will be conducted by Contractor for all routes prior to the beginning of a new school year and/or extended session. The cost of the Dry Run shall be borne by the District based upon Contractor's Daily Base Rate. In the event more than one (1) Dry Run is required, the cost of such additional Dry Runs will be borne by the Contractor. Contractor will conduct Driver orientation sessions for all drivers who will be assigned to perform services for the District. The driver orientation shall include, but not be limited to: pupil management; handicapped sensitivity, dealing with parents of handicapped pupils; relationships with the school and the general public; discipline on the school bus; and other pertinent information