

**NORTHERN HUMBOLDT UNION HIGH SCHOOL DISTRICT
TRANSPORTATION SERVICES AGREEMENT
2023-2024 SCHOOL YEAR**

THIS AGREEMENT is made and entered into by and between the **NORTHCOAST PREP CHARTER SCHOOL (NPA)** at its Board of Trustees meeting on, _____, and the **NORTHERN HUMBOLDT UNION HIGH SCHOOL DISTRICT (NHUHSD)**, at its Board of Trustees meeting on August 15, 2023.

(NPA) and NHUHSD hereby agree as follows:

1. **Description of Services:** NHUHSD agrees to provide the following services to (NPA): (Mark with a “X” all that apply and NA for those that don’t apply)

N/A I. Regular Home-to-School Transportation - N/A currently due to driver shortage

X II. Field Trips (Services provided based on availability of drivers.)

N/A III. Special Education Transportation Services (Services provided based on availability of drivers.)

 IV. Maintenance Service

 V. Fuel Agreement

 VI. Bus Storage

2. **Term of Agreement:**

The term of this Agreement shall be from July 1, 2023, to June 30, 2024.

3. **Use of Facilities:**

NHUHSD will provide the Facilities (and any associated equipment) for use by (NPA) subject to the terms and conditions of this Agreement. (NPA) and its employees may use the Facilities subject to the terms and conditions of this Agreement.

4. **Modifications:**

This Agreement may be modified or amended in writing without additional consideration at any time by mutual consent of the parties.

5. **Applicable Law and Venue:**

This Agreement will be governed by the law of the State of California and venue shall be in the Superior Court of Humboldt County and no other place. Every provision or clause required by law to be inserted in this Agreement shall be deemed to be inserted and the Agreement shall be read and enforced as though it were included. If for any reason such provision is not inserted, or is not correctly stated, then upon application of either party, the changes shall be made by amendment to this Agreement which is acceptable to both parties.

6. **Execution in Counterparts:**

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

7. **Authorization:**

Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.

8. **No Third Part Beneficiaries:**

Nothing in this Agreement shall be construed to create any duty or any liability to any person or entity not at party to this Agreement.

9. **Additional Conditions:**

- A. While providing services under this Agreement, **NHUHSD** is an independent contractor and not an officer, agent, or employee of **(NPA)**. **NHUHSD** shall not perform any services otherwise provided for under this Agreement if specifically not requested to do so by **(NPA)**, nor interfere with the policy-making functions of **(NPA)** unless expressly requested to do so. The parties also understand that some of the services to be performed under this Agreement may require additional express written authorization from **(NPA)** and will not be performed unless and until such authorization is given.
- B. **NHUHSD** shall hold harmless, defend and indemnify **(NPA)** from and against any liability, claim, action, cost, damage or loss for injury, including death, to any person or damage to any property to the extent that such is caused by, or results from, the negligence or misconduct of **NHUHSD** or its officers, agents, or employees or others under its control. This obligation shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement.
- C. **(NPA)** shall hold harmless, defend and indemnify **NHUHSD** from and against any liability, claim, action, cost, damage or loss for injury, including death, to any person or damage to any property to the extent that such is caused by, or results from, the negligence or misconduct of **(NPA)** or its officers, agents, or employees or others under its control. This obligation shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement.
- D. This Agreement may be terminated at any time by either party upon thirty (30) days prior written notice. Any notice of termination shall be transmitted via hand delivery, facsimile or U.S. mail.

10. **Scope of Work and Compensation:**

As full compensation for all services contemplated by this Agreement, **NHUHSD** shall receive the following from **(NPA)**: **(Mark with a "X" all that apply and NA for those that don't apply as in 1 above)**

N/A **I. Regular Home-to-School Transportation (N/A currently due to driver shortage):**

NHUHSD will provide home-to-school transportation of Regular Education students of the (NPA).

Bus Charges Fiscal Year \$ _____
\$4.25 per mile and \$55.33 per hour for driver.
The per mile charge will be adjusted quarterly to reflect increased fuel prices of 5% or greater as of July 1, 2023.

X **II. Field Trips:**

NHUHSD will provide transportation of students for field trips and/or other extra-curricular activities of the (NPA). **The availability of field trips may be limited depending on the availability of drivers.**

Bus Charges \$4.25 per mile and \$55.33 per hour for driver.
The per mile charge will be adjusted quarterly to reflect increased fuel prices of 5% or greater as of July 1, 2023.

Van Charges IRS rate plus 20% plus a \$35 fee per van per rental. NHUHSD driver may be requested at \$55.33 per hour.

N/A **III. Special Education Transportation Services: (N/A currently due to driver shortage):**

NHUHSD will provide transportation of Special Education students of the (NPA).

Apportionment for Special Education Transportation and excess costs at a rate of \$N/A per mile. The per mile charge will be adjusted quarterly to reflect increased fuel prices of 5% or greater as of July 1, 2023.

In the event that it is impossible to transport a student with disabilities due to medical needs, safety issues for the student or passengers, availability of drivers, or other unforeseen circumstances, alternative transportation may need to be secured. Alternative transportation will be discussed with (NPA) to determine the best solution available. If the best solution of alternative transportation is provided by NHUHSD and creates an additional expense, the additional expense will be covered by (NPA).

 IV. Maintenance Service:

NHUHSD shall provide maintenance services to (NPA) vehicles, as requested. These services include, but are not limited to preventive maintenance services, smog inspections, repairs, and safety checks.

The service rate is \$100.00* per hour per mechanic billed in quarter hour increments. Parts are charged at the cost plus 8% for handling fees and indirect costs. Emergency road call

service requiring time outside of regular business hours, 7:30 AM to 4:30 PM, will be charged time and one-half, \$150.00* per hour mechanic billed in quarter hour increments.

_____ **V. Fuel Agreement:**

NHUHSD shall provide renewable diesel fuel for **(NPA)** vehicles.

Costs will be calculated based on the current bulk rate price charged to **NHUHSD** plus 20% per gallon handling fee. All fuel use reports are the responsibility of **(NPA)**

_____ **VI. Bus Storage:**

NHUHSD will provide the facilities for storage for **(NPA)** vehicles based on available space.

The storage rate is \$100.00 per month per vehicle for a bus.

The storage rate is \$50.00 per month per vehicle for a van.

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

FOR:

FOR:

NORTHCOAST PREP CHARTER SCHOOL

NORTHERN HUMBOLDT UNION HSD

President, Board of Trustees

Theresa Grosjean, President, Board of Trustees

Date: _____

Date: _____

Superintendent/Director

Roger Macdonald, Superintendent

Date: _____

Date: _____