

**AGREEMENT FOR STUDENT TRANSPORTATION SERVICES
BETWEEN
SAN DIEGO COUNTY SCHOOL DISTRICTS
JULY 1, 2024 – JUNE 30, 2026**

This agreement is entered into among the SAN DIEGO COUNTY SCHOOL DISTRICTS of San Diego, California, as listed below, hereinafter called DISTRICT(S).

This agreement is among the following school districts:

- | | |
|---|--|
| 1. Alpine Union School District | 24. National School District |
| 2. Bonsall Unified School District | 25. Oceanside Unified School District |
| 3. Borrego Springs Unified School District | 26. Poway Unified School District |
| 4. Cajon Valley Union School District | 27. Rancho Santa Fe School District |
| 5. Cardiff School District | 28. Ramona Unified School District |
| 6. Carlsbad Unified School District | 29. San Diego County Office of Education
(Foster, Youth, and Homeless Education
Program) |
| 7. Chula Vista Elementary School District | 30. San Diego Unified School District |
| 8. Coronado Unified School District | 31. San Dieguito Union High School
District |
| 9. Dehesa School District | 32. San Marcos Unified School District |
| 10. Del Mar Union School District | 33. San Pasqual Union School District |
| 11. Encinitas Union School District | 34. San Ysidro School District |
| 12. Escondido Union School District | 35. Santee School District |
| 13. Escondido Union High School District | 36. Solana Beach School District |
| 14. Fallbrook Union Elementary School
District | 37. South Bay Union School District |
| 15. Fallbrook Union High School District | 38. Spencer Valley Elementary School
District |
| 16. Grossmont Union High School District | 39. Sweetwater Union High School District |
| 17. Jamul-Dulzura Union School District | 40. Vallecitos School District |
| 18. Julian Union High School District | 41. Valley Center-Pauma Unified School
District |
| 19. Julian Union School District | 42. Vista Unified School District |
| 20. La Mesa/Spring Valley School District | 43. Warner Unified School District |
| 21. Lakeside Union School District | |
| 22. Lemon Grove School District | |
| 23. Mountain Empire Unified School
District | |

WITNESSETH

WHEREAS, DISTRICTS share a mutual interest and concern in providing adequate student transportation services; and

WHEREAS, DISTRICTS possess the personnel, equipment, and other required facilities under their jurisdiction suitable for providing such student transportation services; and

WHEREAS, it is in the best interest of the students and DISTRICTS for DISTRICTS to pool resources and cooperate with one another to ensure reliable, safe transportation options for their students; and

WHEREAS, this Agreement is intended for transportation expenditures below \$10,000; and

WHEREAS, DISTRICTS acknowledge that participating DISTRICTS are not considered common carriers or municipally owned transit systems and that the bid requirements of Education Code section 39802 may be applicable to contracts in excess of \$10,000; and

WHEREAS, in order to continue and enhance the cooperative efforts of the Districts, it is hereby mutually agreed as follows:

TERMS AND CONDITIONS REGARDING STUDENT TRANSPORTATION SERVICES

1. TRANSPORTING STUDENTS

At the request of any of the DISTRICTS, the DISTRICTS may transport students between public and non-public schools and field trip locations mutually agreed to by both DISTRICTS.

Neither DISTRICT shall be compelled by this agreement to create new transportation routes to service the other DISTRICT'S students.

2. STUDENT BEHAVIOR CODE

The DISTRICTS agree to abide by the behavior codes for transporting Special Education students (Education Code Section 44807 attached as Exhibit A). Before the DISTRICTS suspend or terminate riding privileges, the DISTRICTS must notify the administration or administration's designee. the DISTRICTS shall provide each other with any information on behavior problems to ensure the safety of the student(s) and driver(s).

3. MEDICAL RECORDS

THE DISTRICTS shall provide all medical history that is pertinent to the safety of the student(s) and driver(s) as permitted by state and federal law.

4. INSURANCE

THE DISTRICTS shall exchange Certificates of Insurance, and shall name each other as additional insured (AI Endorsement) for the term of this agreement, for \$2,000,000 per occurrence. THE DISTRICTS shall exchange copies of the certificates to show compliance.

Each DISTRICT agrees to indemnify and hold the other party harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party.

5. INDEMNIFICATION

Each DISTRICT agrees to defend, indemnify, and hold harmless each other DISTRICT, its officers, agents, and employees from and against any losses, injuries, claims, actions, causes of action, judgments, or liens arising from, or alleged to have arisen from, the intentional or negligent acts or omissions of the DISTRICT, its officers, agents, or employees.

6. TIME SCHEDULE

THE DISTRICTS shall mutually agree upon transportation schedules prior to implementation of service for each student.

7. TRANSPORTATION FEE

For the transportation of students with disabilities, DISTRICTS mutually agree to the current providing District's daily rate.

Fees will be charged only for those days that a student is in attendance.

For field trip transportation, DISTRICTS mutually agree to pay the District's published field trip rate.

If there is no published rate District will mutually agree on the payment fees prior to the scheduling.

Contracts for transportation between DISTRICTS under this Agreement shall not exceed \$10,000. Transportation contracts in excess of \$10,000 may be subject to the provisions of Education Code section 39802.

8. COMPLIANCE

The Districts providing transportation services agree to adhere to and comply with all provisions of the California Vehicle Code and all other relevant laws. Additionally, they agree to abide by all rules and regulations set forth by the State Board of Education of California, the Department of Education of the State of California, and the District pertaining to the safe transportation of students.

9. ACCIDENT PROCEDURES

In the event of an accident, the transporting District shall be responsible for promptly notifying the California Highway Patrol as the first point of contact, followed by notification to the District's Transportation Department, and finally, to the contracting District representative.

10. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

NOW, THEREFORE BE IT RESOLVED that the term of this agreement shall be from July 1, 2024, to June 30, 2026, with any DISTRICT having the right to terminate the agreement at any time upon ten (10) calendar days' written notice. Upon termination, the transportation directors of all participating DISTRICTS will be notified.

Alpine Union School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

Bonsall Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

Borrego Springs Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

Cajon Valley Union School District

by _____
Name / Title

Approved by the Governing Board
On the _ day of _____ 2024.

Cardiff School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

Carlsbad Unified School District

by _____
Name / Title

Approved by the Governing Board
On the _ day of _____ 2024.

Chula Vista Elementary School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

Coronado Unified School District

by _____
Name / Title

Approved by the Governing Board
On the _ day of _____ 2024.

Dehesa School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

Del Mar Union School District

by _____
Name / Title

Approved by the Governing Board
On the _ day of _____ 2024.

Encinitas Union School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

Escondido Union School District

by _____
Name / Title

Approved by the Governing Board
On the_ day of _____ 2024.

Escondido Union High School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

Fallbrook Union Elementary School District

by _____
Name / Title

Approved by the Governing Board
On the_ day of _____ 2024.

Fallbrook Union High School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

Grossmont Union High School District

by _____
Name / Title

Approved by the Governing Board
On the_ day of _____ 2024.

Jamul-Dulzura Union School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

Julian Union High School District

by _____
Name / Title

Approved by the Governing Board
On the_ day of _____ 2024.

Julian Union School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

La Mesa/Spring Valley School District

by _____
Name / Title

Approved by the Governing Board
On the_ day of _____ 2024.

Lakeside Union School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

Mountain Empire Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

Oceanside Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

Rancho Santa Fe School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

San Diego County Office of Education
(Foster, Youth, and Homeless Education Program)

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

Lemon Grove School District

by _____
Name / Title

Approved by the Governing Board
On the_ day of _____ 2024.

National School District

by _____
Name / Title

Approved by the Governing Board
On the_ day of _____ 2024.

Poway Unified School District

by _____
Name / Title

Approved by the Governing Board
On the_ day of _____ 2024.

Ramona Unified School District

by _____
Name / Title

Approved by the Governing Board
On the_ day of _____ 2024.

San Diego Unified School District

by _____
Name / Title

Approved by the Governing Board
On the_ day of _____ 2024.

San Dieguito Union High School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

San Pasqual Union School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

Santee School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

South Bay Union School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

Sweetwater Union High School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

San Marcos Unified School District

by _____
Name / Title

Approved by the Governing Board
On the_ day of _____ 2024.

San Ysidro School District

by _____
Name / Title

Approved by the Governing Board
On the_ day of _____ 2024.

Solana Beach School District

by _____
Name / Title

Approved by the Governing Board
On the_ day of _____ 2024.

Spencer Valley Elementary School District

by _____
Name / Title

Approved by the Governing Board
On the_ day of _____ 2024.

Vallecitos School District

by _____
Name / Title

Approved by the Governing Board
On the_ day of _____ 2024.

Valley Center-Pauma Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

Vista Unified School District

by _____
Name / Title

Approved by the Governing Board
On the_ day of _____ 2024.

Warner Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2024.

EXHIBIT A

EDUCATION CODE SECTION 44807 provides:

Every teacher in the public schools shall hold pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of a school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.