

**AGREEMENT  
FOR TRANSPORTATION SERVICES  
BETWEEN SAN PASQUAL UNION SCHOOL DISTRICT  
AND GRACE LUTHERAN CHURCH & CHRISTIAN SCHOOL**

**JUNE 06, 2024**

**THIS AGREEMENT** is entered into between the **SAN PASQUAL UNION SCHOOL DISTRICT** of Escondido, California, hereinafter called **SAN PASQUAL UNION** and **GRACE LUTHERAN CHURCH & CHRISTIAN SCHOOL** of Escondido, California, hereinafter called **GRACE CHRISTIAN SCHOOL**.

**1. INSURANCE AND INDEMNITY**

- a. **GRACE CHRISTIAN SCHOOL** shall provide proof of Comprehensive General Liability, Commercial Automobile Liability and Garage Liability at a limit of \$1,000,000 per occurrence. **GRACE CHRISTIAN SCHOOL** will name **SAN PASQUAL UNION** as an additional insured, for the term of the agreement.
  
- b. **GRACE CHRISTIAN SCHOOL** agrees to indemnify and hold harmless **SAN PASQUAL UNION** officers, agents, or employees from any and all claims, demands, loss, liability, cost or expenses arising out of any negligent or intentional acts or omissions of **GRACE CHRISTIAN SCHOOL** its officers, agents, or employees.

**2. DISPUTE RESOLUTION**

- a. Any disputes concerning terms and conditions of this Agreement or performance hereunder shall be settled by mutual desire of both parties, through amicable negotiations within ninety (90) days. In the event that amicable negotiation does not produce mutually agreeable results, the parties agree to submit the dispute to arbitration. The arbitrator will be selected by mutual agreement within thirty (30) days of written request for arbitration by either party. If there is no agreement, an arbitrator will be selected under the rules of the American Arbitration Association, upon written request of either party.

**3. TERMS AND CONDITIONS REGARDING STUDENT TRANSPORTATION SERVICES**

**GRACE CHRISTIAN SCHOOL** may request that **SAN PASQUAL UNION** provide transportation for activity trips sponsored by **GRACE CHRISTIAN SCHOOL**. Approval of the request shall be subject to availability of bus and driver.

a. **TRIP SUPERVISOR**

**GRACE CHRISTIAN SCHOOL** shall provide a qualified trip supervisor who shall have the responsibility to ensure that the behavior of the group meets the driver's

safety requirements. **GRACE CHRISTIAN SCHOOL** shall have complete responsibility for all field trip arrangements and for all supervision of adult and minor trip participants. Supervisor qualifications will meet all legal requirements.

**b. ROUTING AND EQUIPMENT**

The **SAN PASQUAL UNION** qualified driver is required to be hired as an employee of **GRACE CHRISTIAN SCHOOL** and has the responsibility for the school bus. Collectively, the driver and trip supervisor may consult regarding the best route to take; however, the driver has the responsibility of final approval of the route.

**c. TRANSPORTATION FEE**

The Fee Schedule shall be as listed on Attachment A and is for the time frame indicated only. Subsequent years' fees shall be determined and agreed upon by both parties separately prior to each subsequent year.

**d. INDIVIDUAL DRIVER SERVICES**

**GRACE CHRISTIAN SCHOOL** and **SAN PASQUAL UNION** agree qualified **SAN PASQUAL UNION** required drivers are in the employ of **GRACE CHRISTIAN SCHOOL** and subject to all conditions of employment, rules, and regulations. **SAN PASQUAL UNION** agrees to ensure all persons intending to operate owned vehicles hold the required license and applicable endorsement(s) as prescribed by California law for the type of vehicle rented.

**e. SCHEDULING**

**GRACE CHRISTIAN SCHOOL** agrees to notify-no less than seventy-two (72) hours in advance of the requested departure date to schedule an activity trip. Communication must be in electronic form and shall be received by Chief Business Officer at **SAN PASQUAL UNION**.

**4. TERMS, AND CONDITIONS REGARDING VEHICLE RENTAL SERVICE**

- a. GRACE CHRISTIAN SCHOOL** may, at its option, rent from **SAN PASQUAL UNION** vehicles on a daily, weekly, or monthly basis subject to vehicle availability. **SAN PASQUAL UNION** shall provide such vehicle(s) to **GRACE CHRISTIAN SCHOOL** in good condition and working order, with fire extinguisher, first aid kit, reflector triangles, and all safety equipment required by the State of California Motor Carrier and the State law.
- b. If at any time during the term of this Agreement GRACE CHRISTIAN SCHOOL** fails to adequately maintain the equipment or the equipment is in danger of physical damage due to strike or other conditions, **SAN PASQUAL UNION** may repossess any or all rented vehicles under this agreement.

c. The option to domicile vehicles at locations other than **SAN PASQUAL UNION** shall be made at the sole discretion of **SAN PASQUAL UNION**. Minimum requirements for this option are:

- i. The yard is well-lighted during hours of darkness;
- ii. All vehicle exit doors shall be locked and all windows secured when not in use;
- iii. Ultra-low Sulphur Diesel Fuel shall be used exclusively in all diesel-powered vehicles;
- iv. Unleaded 87 Octane Gasoline shall be used exclusively in all gasoline-powered vehicles.

d. If equipment is in need of minor repairs, such as lights, dampers, etc., **GRACE CHRISTIAN SCHOOL** shall notify **SAN PASQUAL UNION**'s Chief Business Office as soon as possible. **SAN PASQUAL UNION** may, at its discretion, authorize repair by another organization. If such authorization is given, **SAN PASQUAL UNION** shall reimburse **GRACE CHRISTIAN SCHOOL** for all approved repairs. If equipment is in need of any major repairs, it is **SAN PASQUAL UNION**'s responsibility to repair vehicles at no cost to **GRACE CHRISTIAN SCHOOL**.

e. If **GRACE CHRISTIAN SCHOOL** misuses equipment, **GRACE CHRISTIAN SCHOOL** will be responsible for all parts, materials, and labor costs. Parts and materials will be billed at cost plus 15 percent (15%) for handling.

f. **GRACE CHRISTIAN SCHOOL** shall notify **SAN PASQUAL UNION** of any accident or occurrence causing damage to the vehicle within twenty-four (24) hours.

g. **GRACE CHRISTIAN SCHOOL** shall return the equipment in clean condition inside and out.

5. **NON-EXCLUSIVITY:**

a. No language in this agreement shall be construed as creating an exclusive contract for any maintenance and/or transportation services between **SAN PASQUAL UNION** and **GRACE CHRISTIAN SCHOOL**.

6. **GENERAL PROVISIONS**

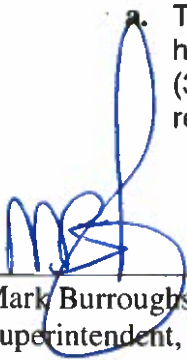
a. Each party is responsible for complying with the Educational Employment Relations Act, to the extent it applies to any matter related to this Agreement.

This Agreement may be modified by the parties at any time by written agreement, executed by an authorized agent of each party. It is understood that all fees for service or equipment rental included in this agreement may be adjusted annually for inflation utilizing this process.

- b. This Agreement is entered into pursuant to Government Code section 6500, et seq.; however, no separate entity is created hereby. The employees of **SAN PASQUAL UNION** and **GRACE CHRISTIAN SCHOOL** are not the employees of the other party, respectively.

**7. TERMS OF AGREEMENT**

- a. The terms of this Agreement shall be from 06/10/2024 to 08/16/2024 providing, however, that either party may terminate the agreement at any time upon thirty (30) day's notice in writing. Fee Schedules will be renewed annually and will require signature by both parties.



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Mark Burroughs  
Superintendent, San Pasqual union

6.7.24

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Date

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Ben Elliot  
Superintendent, Grace Christian School

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Date

Attachment A

A. Services for the 2024 Transportation Agreement- \$8.00 per Mile measured from the departure of San Pasqual Union to the Return of San Pasqual Union at 15305 Rockwood Rd, Escondido, CA 92027

