PAWAR TRANSPORTATION

SCHOOL TRANSPORTATION SERVICES

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made this June 03, 2025, between Tracy Unified School District ("Customer"), with offices located at 1875 W. Lowell Avenue, Tracy, CA 95376 and Pawar Transportation, LLC, a California limited liability company ("Service Provider") with offices located at 2815 Mitchell Dr., Suite 120, Walnut Creek, CA 94598. The Customer and Service Provider are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, Customer wishes to be provided with the services that are more specifically set forth in Exhibit A attached hereto and incorporated herein (the "Services") by Service Provider and the Service Provider agrees to provide the Services to the Customer in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Services.

(a) The Customer hereby retains the Service Provider to perform the Services. Service Provider will determine the method, details, and means of performing the Services. Service Provider agrees to perform such Services in consistent with professional skill and care and the orderly progress of the Services.

(b) The Parties acknowledge and agree that during the term of the Agreement the Services may only be modified upon a written agreement mutually executed by authorized representatives of the Parties expressly referencing this Agreement.

(c) Customer acknowledges and agrees that, upon Customer's prior written approval, which approval may be granted or withheld in Customer's sole discretion, Service Provider may use subcontractors and consultants to perform some of the Services to be provided under this Agreement. In the event Service Provider utilizes subcontractors or consultants to perform any of the Services, Service Provider shall remain responsible to Customer for performance under this Agreement.

(d) Service Provider may represent, perform services for, and contract with other additional clients, persons, or companies as Service Provider, in its sole discretion, sees fit, provided those services do not pose a conflict of interest with the services performed for the Customer. Service Provider warrants that neither Service Provider nor any of its employees, agents, or subcontractors ("Service Provider Partis") has an actual or potential conflict of interest with the Customer in respect to the Services to be performed under this Agreement for the Customer. None of such individuals shall, during this term of this Agreement, acquire any interest which conflicts, or could potentially conflict, in any manner with the interests of the Customer.

2. Fees, Expenses, and Compliance.

(a) **Fees**. As full consideration for the provision of the Services, Customer shall pay Service Provider the fees not to exceed the amounts more specifically set forth in Exhibit B, attached hereto (the "Fees").

(b) **Expenses**. In addition to the Fees, the Customer shall reimburse Service Provider for Reimbursable Expenses (defined below). Customer agrees to pay Reimbursable Expenses, up to the maximum amount provided herein, within thirty (30) days of receipt of a detailed and undisputed invoice from Service Provider as set forth below, including any additional supporting documentation Customer reasonably requests. "Reimbursable Expenses" means Service Provider's actual out-of-pocket expenses, without markup, incurred in performance of the Services, including fax, reproduction expense (excluding expense for reproduction for Service Provider's office use), postage, and messenger or any expenses by Service Provider incurred in the performance of the Services that have been authorized by Customer prior to being incurred by Service Provider. "Reimbursable Expenses" do not include indirect costs, such as general overhead (for example, home office overhead, including technology hardware and software, or insurance premiums); nor do they include expenses incurred in connection with services that result from Service Provider's wrongful acts or omissions.

(c) **Billing and Payment**. Service Provider shall prepare and submit an invoice on a monthly basis to the Customer via email covering the total amount owed for Fees and Expenses for the Services as agreed upon in this Agreement. Customer shall remit payment to Service Provider within thirty (30) days after detailed and undisputed invoices with additional supporting documentation that Customer reasonably requests have been submitted to Customer and approved by Customer. Service Provider shall not submit its invoices to Customer more frequently than monthly.

(d) **Compliance with Laws; Permits and Licenses**. Service Provider agrees, at its own expense, to operate in full compliance with all governmental laws, regulations and requirements applicable to the duties conducted hereunder. It shall be the responsibility of the Service Provider to pay for any necessary licenses, permits, insurance and approvals as may be necessary for the performance of the Services under this Agreement, unless otherwise specified in writing and agreed to by the Customer. Service Provider shall secure and maintain in force such licenses and permits as are required by law or regulations for furnishing the service specified and shall comply with and observe all provisions of the California Vehicle Code, the Education Code and directives and regulations of the State Board of Education, the California Highway Patrol, the US Department of Transportation and any other governmental agency relating to the transportation of pupils.

(e) Furthermore, Service Provider represents and warrants that its drivers are in compliance with California Senate Bill 88, Section 39877(a)-(c) as follows:

(A) They hold a valid California driver's license for the appropriate class of vehicle.

(B) Are at least 18 years of age.

(C) Have passed a criminal background check, including fingerprinting and criminal background clearance consistent with Section 45125 for employees and Section 45125.1 for all other compensated drivers. Before performing any Services, Service Provider shall execute and return the Customer's Fingerprinting Notice and Acknowledgement form and the required certification (see Exhibit C).

(D) Have a satisfactory driving record that includes none of the following:

(i) Within three years, has committed any violation that results in a conviction assigned a violation point count of two or more, as defined in Sections 12810 and 12810.5 of the Vehicle Code.

(ii) Within three years, has had their driving privilege suspended, revoked, or on probation for any reason involving the unsafe operation of a motor vehicle.

(iii) Has been determined by the Department of Motor Vehicles to be a negligent or incompetent operator.

(E) Not have demonstrated irrational behavior to the extent that a reasonable and prudent person would have reasonable cause to believe that the driver's ability to perform the duties of a driver may be impaired.

(F) Not have been convicted of an offense listed in paragraph (1) of subdivision (a) of Section 13370 of the Vehicle Code, paragraph (5) of subdivision (a) of Section 13370 of the Vehicle Code, or subdivision (b) of Section 13370 of the Vehicle Code.

(G) Provide their employer or the private entity contracting with the local educational agency a report showing the driver's current public record as recorded by the Department of Motor Vehicles and participate in the Department of Motor Vehicles' pull-notice system.

(H) Be subjected to and comply with drug and alcohol testing consistent with Section 34520.3 of the Vehicle Code, subject to the cannabis discrimination limitations described in Section 12954 of the Government Code.

(I) Comply with the following California medical requirements:

(i) Complete a medical examination not more than two years prior to the driver performing pupil transportation by a physician licensed to practice medicine, a licensed advanced practice registered nurse qualified to perform a medical examination, a licensed physician assistant, or a licensed doctor of chiropractic listed on the most current National Registry of Certified Medical Examiners, as adopted by the United States Department of Transportation. The driver shall provide a copy of the Medical Examiner's Certificate, Form MCSA-5876, or the medical examiner's certificate of clearance to their employer or the private entity contracting with the local educational agency. Neither the driver nor the medical examiner need to submit this examination result to the Department of Motor Vehicles.

(ii) The driver shall complete a medical examination pursuant to this paragraph every two years after the initial examination and provide a copy of the Medical Examiner's Certificate, Form MCSA-5876, or the medical examiner's certificate of clearance to their employer or the private entity contracting with the local educational agency.

(iii) Within the same month of reaching 65 years of age and each 12th month thereafter, the driver shall undergo a medical examination pursuant to this paragraph and provide a copy of the Medical Examiner's Certificate, Form MCSA-5876, or the medical examiner's certificate of clearance to their employer or the private entity contracting with the local educational agency.

(J) Submit and clear a tuberculosis ("TB") risk assessment consistent with Section 49406. Service Provider shall maintain on file the certificates showing that the Service Provider and its employees, agents, contractors and subcontractors were examined and found free from active TB. These forms shall be regularly maintained and updated by Service Provider and shall be available to Customer upon request or audit. Service Provider further agrees and acknowledges that all new personnel hired to provide Services under this Agreement after the Effective Date of this Agreement by Service Provider and Service Provider Parties are subject to the TB certification requirements of Education Code section 49406 and shall be prohibited from having any contact with Customer students until the TB certification requirements have been satisfied and Customer determines whether any contact is permissible.

(K) Not drive for more than 10 hours within a work period, or after the end of the 16th hour after coming on duty following eight consecutive hours off duty.

(L) Complete initial training and subsequent required training sufficient to gain proficiency in all of the following:

(i) Pretrip vehicle inspections.

(ii) Safe loading and unloading of passengers.

(iii) Proper use of seatbelts and child safety restraints.

(iv) Handling accidents, incidents, and emergency situations.

(v) Providing proper accommodations for pupils with disabilities.

(vi) Defensive driving.

(vii) Operations in inclement weather.

(viii) Operations at night or under impaired visibility conditions.

(M) Maintain a daily log sheet and complete the daily pretrip inspection of the vehicle being driven that day, which shall include all of the following:

(i) A check of the operability of all lights, initialed by the driver before the vehicle is first driven in service that day.

(ii) A check for fluid leaks, initialed by the driver before the vehicle is first driven in service that day.

(iii) A check for the operability of the brakes, initialed by the driver before the vehicle is driven in service that day.

(N) Complete training at least equivalent to the American Red Cross first aid training program, or hold a valid and current first aid certificate issued by the American Red Cross or by an organization whose first aid training program is at least equivalent to the American Red Cross' first aid training program, as determined by the Emergency Medical Services Authority.

(O) For vehicles with a maximum capacity of eight or fewer passengers, excluding the driver, only street-legal coupes, sedans, or light-duty vehicles, including vans, minivans, and sport utility vehicles, shall be used for pupil transportation.

3. Warranty. Service Provider warrants that that the Services will be performed by qualified personnel in a professional and workmanlike manner in accordance with the generally accepted industry standards and practices. Service Provider shall comply with all statutes, ordinances, regulations and laws of all international, federal, state, county, municipal or local governments applicable to performing the Services hereunder.

LIMITATION OF WARRANTY. SERVICE PROVIDER DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE, OR AGAINST INFRINGEMENT.

4. Confidential Information and Records.

(a) The Parties acknowledge that by reason of their relationship to the other hereunder, each may disclose or provide access (the "Disclosing Party") to the other Party (the "Receiving Party") certain Confidential Information. "Confidential Information" shall mean:

(A) information concerning a Party's products, business and operations including, but not limited to, information relating to business plans, financial records, customers, suppliers, vendors, products, product samples, costs, sources, strategies, inventions, procedures, sales aids or literature, technical advice or knowledge, contractual agreements, pricing, price lists, product white paper, product specifications, trade secrets, procedures, distribution methods, inventories, marketing strategies and interests, algorithms, data, designs, drawings, work sheets, blueprints, concepts, samples, inventions, manufacturing processes, computer programs and systems and know-how or other intellectual property, of a Party and its affiliates that may be at any time furnished, communicated or delivered by the Disclosing Party to the Receiving Party, whether in oral, tangible, electronic or other form;

(B) information acquired during any tours of or while present at a Party's facilities; and

(C) all other non-public information provided by the Disclosing Party hereunder. In no event shall Service Provider's use or disclosure of information regarding or relating to the development, improvement or use of any of Service Provider's products be subject to any limitation or restriction. All Confidential Information shall remain the property of the Disclosing Party.

(b) **Use of Confidential Information; Standard of Care**. The Receiving Party shall maintain the Confidential Information in strict confidence and disclose the Confidential Information only to its employees, subcontractors, consultants and representatives who have a need to know such Confidential Information to fulfill the business affairs and transactions between the Parties contemplated by this Agreement. The Receiving Party shall always remain responsible for breaches of this Agreement arising from the acts of its employees,

subcontractors, consultants and representatives. Receiving Party shall use the same degree of care as it uses with respect to its own similar information, but no less than a reasonable degree of care, to protect the Confidential Information from any unauthorized use, disclosure, dissemination, or publication. Receiving Party shall only use the Confidential Information in furtherance of its performance of its obligations under this Agreement, and agrees not to use the Disclosing Party's Confidential Information for any other purpose or for the benefit of any third party, without the prior written approval of the Disclosing Party. The Receiving Party shall not decompile, disassemble, or reverse engineer all or any part of the Confidential Information.

(c) **Exceptions**. Confidential Information does not include information that: (a) was lawfully in Receiving Party's possession before receipt from Disclosing Party; (b) at or after the time of disclosure, becomes generally available to the public other than through any act or omission of the Receiving Party; (c) is developed by Receiving Party independently of any Confidential Information it receives from Disclosing Party; (d) Receiving Party receives from a third party free to make such disclosure without, to the best of Receiving Party's knowledge, breach of any legal or contractual obligation, or (e) is disclosed by Receiving Party with Disclosing Party's prior written approval.

(d) **Required Disclosures**. If the Receiving Party is confronted with legal action or requirement to disclose Confidential Information received under this Agreement, the Receiving Party shall, unless prohibited by applicable law, provide prompt written notice to the Disclosing Party to allow the Disclosing Party an opportunity to seek a protective order or other relief it deems appropriate.

(e) **Unauthorized Use or Disclosure of Confidential Information; Equitable Relief**. In the event the Receiving Party discovers that any Confidential Information has been used, disseminated or accessed in violation of this Agreement, it will immediately notify the Disclosing Party, take all commercially reasonable actions available to minimize the impact of the use, dissemination or publication, and take all necessary steps to prevent any further breach of this Agreement. The Parties agree and acknowledge that any breach or threatened breach regarding the treatment of the Confidential Information may result in irreparable harm to the Disclosing Party for which there may be no adequate remedy at law. In such event the Disclosing Party shall be entitled to seek an injunction, without the necessity of posting a bond, to prevent any further breach of this Agreement, in addition to all other remedies available in law or at equity.

(f) **Return of Confidential Information; Survival**. Receiving Party shall promptly return or, at Disclosing Party's option, certify destruction of all copies of Confidential Information at any time upon request or within 15 days following the expiration or earlier termination of this Agreement. Notwithstanding any expiration or termination of this Agreement, Receiving Party's obligations to protect the Confidential Information pursuant to this Section will survive for 2 years after the expiration or earlier termination of this Agreement.

(g) **Customer's Confidential Information**. Notwithstanding anything to the contrary in this Agreement, all Customer information disclosed to Service Provider during the course of

performance of Services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties excepts as authorized by Customer or required by law. Service Provider shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the Customer, including but not limited to student names and other identifying information. Service Provider shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Service Provider agrees to maintain the confidentiality of any Customer student information it receives, subject to applicable law and/or regulation, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA"). Upon termination of this Agreement, Service Provider shall turn over to Customer all educational records related to the Services provided to any Customer student pursuant to this Agreement.

(h) **Records and Reports.** Service Provider shall provide within ten business days (10) of any request, those reports and records which may be reasonably requested by Customer pertaining to students, routes, stops, mileage audits and other information having to do with daily operations. In reviewing Service Provider 's records, Customer shall protect the confidentiality of Service Provider 's proprietary or confidential information included in the data provided by using the same degree of care used to protect its own confidential information. Service Provider shall maintain such records and submit such reports, as are deemed necessary by Customer and as negotiated between Service Provider and Customer from time to time. All reports required by Customer shall be submitted on forms mutually agreed upon by both Parties. Service Provider will not be responsible for filing on behalf of Customer any state or regulatory reports concerning ridership or reimbursement. Service Provider shall immediately notify the transportation director, by telephone and confirmed as soon as practicable in writing, of the occurrence of any incident involving student riders, or an accident reportable by law that involves a vehicle with passengers that is being used to provide transportation services pursuant to this Agreement. Written notification shall contain a full and complete statement of all relative facts including police case number when available. If Service Provider provides Customer with audio or video recordings or any other records that include private or personally identifiable information, Customer shall handle such records in accordance with applicable local, state, and federal law and shall hold harmless, indemnify, and defend Service Provider for any failure to comply with applicable law.

5. Indemnification. Service Provider shall defend, indemnify, and hold harmless Customer and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "Customer Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Service Provider, the Service Provider Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Service Provider's obligations under this Agreement, including, but not limited to Service Provider's or the Service Provider Parties' use of the site, Service Provider's or the Service Provider Parties' performance of the Services, Service Provider's or the Service Provider Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to

the Customer or the Customer Parties. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this

Section 5 includes, without limitation to the foregoing, claims that may be made against Customer by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against Customer alleging civil rights violations by Service Provider or Service Provider Parties under the California Fair Employment and Housing Act ("FEHA").

6. **LIMITATION OF LIABILITY; ACTIONS** IN NO EVENT SHALL CUSTOMER BE LIABLE UNDER THIS AGREEMENT TO THE SERVICE PROVIDER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

7. **Cooperation of Customer**. Customer agrees to reasonably cooperate with all reasonable requests of Service Provider and shall provide Service Provider's personnel with access to all documents and facilities as may be reasonably necessary for the performance of the Services under this Agreement.

8. **Term**. This Agreement shall have an initial term of one (1) year from the Effective Date (the "Initial Term"), unless earlier terminated in accordance with the provisions in Section 9. Thereafter, the Agreement may be renewed for additional one-year terms (each a "Renewal Term"), if not less than 60 days prior to the end of the Initial Term or any Renewal Term, Customer notifies Service Provider of its intent to renew the Agreement. The Initial Term and Renewal Terms, if any, are collectively referred to herein as the "Term".

9. **Termination**.

   (a) **Termination for Breach**. Either Party may terminate this Agreement at any time in the event of a breach by the other Party of a material covenant, commitment or obligation under this Agreement that remains uncured: (i) in the event of a monetary breach, five (5) calendar days following written notice thereof; and (ii) in the event of a non-monetary breach after 20 days following written notice thereof. Such termination shall be effective immediately and automatically upon the expiration of the applicable notice period, without further notice or action by either Party. Termination shall be in addition to any other remedies that may be available to the non-breaching Party.

   (b) **Termination for Bankruptcy, Insolvency or Financial Insecurity**. Either Party may terminate this Agreement immediately at its option upon written notice if the other

Party: (i) becomes or is declared insolvent or bankrupt; (ii) is the subject of a voluntary or involuntary bankruptcy or other proceeding related to its liquidation or solvency, which proceeding is not dismissed within 90 calendar days after its filing; (iii) ceases to do business in the normal course; or (iv) makes an assignment for the benefit of creditors. This Agreement shall terminate immediately and automatically upon any determination by a court of competent jurisdiction that either Party is excused or prohibited from performing in full all obligations hereunder, including, without limitation, rejection of this Agreement pursuant to 11 U.S.C. §365).

(c) **Termination for Convenience**. Either Party may terminate this Agreement at any time with or without cause by giving thirty (30) days prior written notice.

(d) **Obligations upon Termination**. Termination of this Agreement for any reason shall not discharge either Party's liability for obligations incurred hereunder and amounts unpaid at the time of such termination. Customer shall pay Service Provider for all Services rendered prior to the effective date of termination. Upon termination, each Party shall return the other Party's Confidential Information that is in its possession at the time of termination. Upon the termination of the Agreement, the Customer shall promptly return to Service Provider any equipment, materials or other property of the Service Provider relating to the terminated Services which are in Customer's possession or control.

10. Non-Solicitation. During the term of this Agreement and for one year following the expiration or termination date of the Agreement, each Party agrees not to directly solicit or induce any person who performs Services hereunder to leave the employ of the other Party. The Parties are not prohibited from responding to or hiring the other's employees who inquire about employment on their own accord or in response to a public advertisement or employment solicitation in general.

11. Relationship of the Parties. The relationship of the Parties hereto is that of independent contractors. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents. Each of the Parties is an independent contractor and neither Party has the authority to bind or contract any obligation in the name of or on account of the other Party or to incur any liability or make any statements, representations, warranties or commitments on behalf of the other Party, or otherwise act on behalf of the other. Each Party shall be solely responsible for payment of the salaries of its employees and personnel (including withholding of income taxes and social security), workers' compensation, and all other employment benefits.

12. Force Majeure. Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, pandemics, epidemics, local disease outbreaks, public health emergencies, acts of God, or other similar or different occurrences beyond the reasonable control of the Party so defaulting or delaying in the

performance of this Agreement, for so long as such force majeure event is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within five business days of its occurrence.

13. **Governing Law**. This Agreement will be governed by and interpreted in accordance with the laws of the State of California, without giving effect to the principles of conflicts of law of such state.

14. **Attorney's Fees**. Each Party shall bear its own fees and costs in any dispute under this Agreement.

15. **[RESERVED]**.

16. **Assignment**. Service Provider shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of Customer, which consent may be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

17. **Severability**. If any provision or portion of this Agreement shall be rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

18. **Headings; Construction**. The headings/captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit or extend the scope or intent of the provisions to which they appertain. This Agreement is the result of negotiations between the Parties and their counsel. Accordingly, this Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting Party.

19. **Survival**. Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, shall so survive regardless of the cause and even if resulting from the material breach of either Party to this Agreement.

20. **Rights Cumulative**. The rights and remedies of the Parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.

21. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

22. **Authorized Signatories**. It is agreed and warranted by the Parties that the individuals signing this Agreement on behalf of the respective Parties are authorized to execute such an agreement. No further proof of authorization shall be required.

23. **Notices**. All notices or other communications required under this Agreement shall be in writing and shall be deemed effective when received and made in writing by either (i) hand delivery, (ii) registered mail, (iii) certified mail, return receipt requested, or (iv) overnight mail, addressed to the Party to be notified at the following address or to such other address as such Party shall specify by like notice hereunder:

Customer:

Name: Tracy Unified School District

Address: 1875 W. Lowell Avenue, Tracy, CA 95376

Attention: Jason Davis

Service Provider:

Name: Pawar Transportation LLC

Address: 2815 Mitchell Dr., Suite 120, Walnut Creek, CA 94598

Attention: Amen Pawar-LaRosa | VP of Business Development

24. **Waiver**. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.

25. **[RESERVED]**.

26. **Non-Discrimination**. There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

27. **Reports**. Service Provider shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with commercially reasonable accounting procedures. Upon request, Service Provider shall make such records available to Customer for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

28. Insurance. Service Provider shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Workers' Compensation Insurance	Statutory Limits
Employer's Liability Insurance	$ 1,000,000
Abuse and Molestation Insurance	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000

29. Disputes. In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Service Provider agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in San Joaquin County, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Service Provider shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Service Provider's right to bring a civil action against District

30. **Entire Agreement; Modification**. This Agreement and any exhibits attached hereto, is the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic or otherwise. No change, modification, amendment, or addition of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties. Each Party hereto has received independent legal advice regarding this Agreement and their respective rights and obligations set forth herein. The Parties acknowledge and agree that they are not relying upon any representations or statements made by the other Party or the other Party's employees, agents, representatives or attorneys regarding this Agreement, except to the extent such representations are expressly set forth in this Agreement.

In witness whereof, the Parties hereto have executed this Services Agreement on the date set forth below.

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

SERVICE PROVIDER

By: 

Name: Amen Pawar-LaRosa

Title: VP of Business Development

Date: 06/03/25

EXHIBIT A

SCOPE OF SERVICES

STUDENT TRANSPORTATION SERVICES

Service Provider shall provide to Customer the following services:

Service Provider shall provide student transportation services, as required for students and other persons designated by the Customer for students on an as- needed basis including, without limitation, transportation to and from home and schools for all bell schedules, including for ambulatory and non-ambulatory students with physical, mental, or emotional disabilities, and other destinations as required, including within the Customer's area and County of San Joaquin, as designated by the Customer.

Transportation shall be provided for any ambulatory and wheelchair pupils for whom the Customer has assumed transportation responsibility. Service Provider shall also cover new students entering the program(s). Should any student's home address, school site, or locations of class change during the course of this Agreement, no additional compensation shall be awarded.

Customer reserves the right to change school hours, adjust starting and dismissal times, increase or decrease service and to make increases or decreases in the number of students and type of vehicles required.

School Year Service

A pupil's school year shall consist of approximately 180 days. An additional 30 days for extended school year or intersession shall also be included as part of a school year. Additionally, some Customer students attend non-public schools with instructional days during Customer recess and holiday periods.

The Customer agrees to furnish Service Provider, preceding each term, at the best of the Customer's ability, with the following:

By Mid-May - An Extended School Year/Summer School schedule including:

- Class lists indicating pupil address, telephone, parents' name and class location.
- Days of attendance, track information and bell times.
- Customer calendars.

By the Third Friday in July - For Traditional School Sites:

- Class lists indicating pupil address, telephone, parents' name and class location.
- Days of attendance and bell times.
- Customer calendars.

Customer shall not be obligated to accept or pay for any Services on those days when the schools are closed to insure the health or safety of the pupils or for any other reason. The decision as to the need for closing at the start of the day or for early dismissal during the day shall be made by the Customer.

Cancellation

Customer shall have the option to cancel any scheduled route upon notification to Service Provider of at least eight (8) hours prior to the scheduled student(s) pick up time. Cancellation of routes by either Customer, pupils, or parents/guardians of less than eight (8) hours, or in a case of no-show by the Student, shall result in full payment for the entire trip by Customer to Service Provider and will be billed as "Service." If transported student(s) do not arrive to the vehicle on time (after a 10 min wait by the driver, or in the case where driver has multiple students on a route, then 5 min wait), the driver will leave the address and return to the student(s) pick up/drop off address if it is reasonable to do so. There will be a charge to Customer if the driver is to return for the excess mileage.

EXHIBIT B
Fee Schedule

Tiers	Description	Pricing
Tier 1 0-30 miles	Includes 1-3 students transported to the same location in a sedan or similar vehicle.	$145.00 round trip
Tier 2 31 - 50 miles	Includes 1-3 students transported to the same location in a sedan or similar vehicle.	$190.00 round trip
Tier 3 51 - 80 miles	Includes 1-3 students transported to the same location in a sedan or similar vehicle.	$250.00 round trip
Tier 4 80+ miles	Includes 1-3 students transported to the same location in a sedan or similar vehicle.	Route specific pricing.

Additional Mileage: Mileage charges apply beyond the included distance in the base fare or daily rate.

Not to Exceed fee under this Agreement: _____D

Additional Features

Dedicated Route Driver (DRD)	Drivers assigned consistently to the same route, ensuring reliability, familiarity, and trust for students and routes.	Included
Included Services:	Car seats, booster seats, tether mount for safety vest and buckle guards are provided at no additional cost.	Included
SB 88 Compliance	▪ Drivers are certified, trained, and background-checked per California regulations. ▪ Vehicles meet safety and maintenance standards. ▪ Transparent pricing ensures no hidden fees. ▪ Advanced tracking technology enhances student safety and accountability.	

Key Information

Wheelchair Accessibility: Limited availability; please request in advance.

Driver Consistency: All routes are assigned to Dedicated Route Drivers (DRD) to build trust and reliability for students and routes.

Cancellation Policy Advance Notice: Cancellations made **at least 8 hours before** the scheduled pickup time will not incur any charges.

Cancellations made less than 8 hours before the scheduled pickup time, or in no-show cases, will be subject to a fee of **100% of the daily route rate**.

Cancellation Process: All cancellations must be requested in writing via email or through the designated contact method provided by Pawar Transportation.

Billing Details: Pawar Transportation LLC | 3673 Vista Charonoaks, Walnut Creek, CA 94598

Pawar Transportation LLC
Tracy USD 2025-2026 Student List
Updated: 08/13/25

Student Name	School	SY Days	P/Day R/Trip Rate	Total based on 180 days attended
Cardoso, Aidan Barber	Bayhill High School, Berkeley	180	$320.00	$57,600.00
Bhallar, Ekam	Sierra School San Joaquin,Stockton	180	$250.00	$45,000.00
Mestaz, Josiah	Kirk Baucher, Modesto	180	$250.00	$45,000.00
Additional route	TBD - based on 51-80 miles roundtrip	180	$250.00	$45,000.00
Additional route	TBD - based on 51-80 miles roundtrip	180	$250.00	$45,000.00
				$0.00
				$287,600.00

Please note -

EXHIBIT C

FINGERPRINT AND CRIMINAL BACKGROUND CHECK CERTIFICATION

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

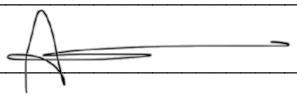
I certify to the Client's governing board that I am familiar with the facts herein certified, and I am authorized and qualified to execute this certificate on behalf of Consultant. I certify that Consultant has taken or will take the following actions with respect to the Agreement:

> Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all of Consultant's employees, agents, interns, and representatives and all of its consultants', contractors' or subcontractors' employees who may interact with Client's pupils during the Term of the Agreement without Client's pupils being under the immediate control and supervision of a Client employee or with a pupil's parent/guardian, and the California Department of Justice has determined that none of those employees, interns, agents or representatives has been convicted of a felony, as that term is defined in Education Code section 45122.1.

A complete and accurate list of Consultant's employees, agents, interns, and representatives and of all of its consultants', contractors', and subcontractors' employees who may have contact with Client's pupils during the Term of the Agreement is attached hereto.

Consultant's responsibility for criminal background clearance extends to all of its employees, agents, interns, representatives, consultants, contractors, subcontractors, and employees of each who will interact with Client's pupils that are not under the immediate control and supervision of Client's employees or a pupil's parent or guardian, regardless of whether they are designated as employees or acting as independent contractors of Consultant. Consultant shall not allow any person for whom Client has not received satisfactory written verification of compliance to interact with Client's pupils whether on or off Client property for any purpose related to or arising out of this Agreement.

Consultant: Pawar Transportation LLC Date: 08/12/25

Signature: 

Print Name: Amen Pawar-LaRosa

ATTACHMENT
List of Consultant Employees/Agents

Name: Carlos Espinoza

Name: Gurvinderjit Singh

Name: Hardeep Singh

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

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Name: _____

Name: _____

Name: _____

Name: _____

If further space is required for the list of employees/interns/agents, attach additional copies of this page.

[END OF DOCUMENT]