AGREEMENT FOR SPECIAL EDUCATION STUDENT TRANSPORTATION SERVICES

This Agreement for Special Education Student Transportation Services ("Agreement") delineates the contract between the Tracy Unified School District ("District"), a California public school district, and Pawar Transportation LLC ("Contractor") (collectively "Parties"; individually "Party").

1. **Scope of Services.** Contractor shall furnish services described below ("Services"):

As further described in **Exhibit A**, Contractor shall supply and maintain passenger vehicles ("vehicles") in quantity and capacity and personnel, as required to transport students and other persons designated by the District safely between school and a point reasonably close to the students' homes as specified by the District.

2. **Term.** The term of service under this Agreement shall commence on July 1, 2026, and shall continue for three (3) years, through June 30, 2029, at which point the Agreement shall terminate unless renewed subject to the terms of this Agreement. District may, at its option, renew the Agreement for a fourth (4th) year by providing written notice to Contractor at least sixty (60) days prior to the expiration of the initial term, and may, at its option, then renew the Agreement for a fifth (5th) year by providing written notice to Contractor at least sixty (60) days prior to the expiration of the renewal term, after which the Agreement shall terminate.

3. **Contract Documents.** This Agreement incorporates by reference the following Contract Documents attached hereto. Contractor, by executing this Agreement, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

_X__ Notice to Bidders
_X__ Instructions to Bidders
_X__ Bid Form and Proposal
_X__ Bidder Information and Form
_X__ Bidder's Statement Regarding Insurance Coverage
_X__ Workers' Compensation Certification
_X__ Tuberculosis Clearance Certification
_X__ Criminal Background Investigation / Fingerprinting Certification
_X__ Insurance Certificates and Endorsements
_X__ Drug-Free Workplace Certification
_X__ Driver Qualification Certification
_X__ Exhibit A ("Scope of Services")
_X__ Exhibit B ("Rates")

4. **Compensation.** The District agrees to pay Contractor for services rendered pursuant to this Agreement according to the rates and payment terms set forth at **Exhibit B**. The District shall not be liable to Contractor for any costs or expenses incurred by Contractor in performing services pursuant to this Agreement. Contractor shall not be entitled to any rate increase other than the annual increases authorized under **Exhibit B**.

5. **Payment.** Payment shall be made of all undisputed amounts for services rendered in installment payments within thirty (30) days after the Contractor submits the "Monthly Schedule Billing Summary" to the District for services actually performed. The form of summary will be prepared jointly between the District and the Contractor.

4.1. The District has the right to withhold payment when, in the sole opinion of the District, the following has occurred and has not been cured within seven (7) days of written notification:

4.1.1. Contractor's performance of the Services, in whole or in part, has not been carried out or is insufficiently documented.

4.1.2. Contractor has neglected to, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.

6. **Billing.** Monthly billings to the District shall set forth the charges, in accordance with **Exhibit B**.

7. **Liquidated Damages.** It is agreed by the Contractor and the District that, from the nature of the Services to be rendered, it is impractical and extremely difficult to fix the actual damage to the District through failure of the Contractor to provide any of the Services under this Agreement, and, therefore, there shall be assessed a fixed sum of three hundred and fifty ($350) dollars per incident per day for failure to provide Services as liquidated damages. Failure to adhere to any provision of this Agreement shall result in an assessment of three hundred and fifty ($350) dollars per incident per day as liquidated damages. Such liquidated damages are in addition to revenue deductions and any other remedy available to the District.

For purposes of this section, an incident is defined as, but not limited to: missed route segments or runs; improper use of equipment (un-inspected equipment, faulty equipment); unapproved driver; unauthorized riders; unattended child left on vehicle; unauthorized and inappropriate discipline of student by driver; unreported accident with student; failure to timely replace personnel disapproved of by District; late vehicle arriving at or departing from school fifteen (15) minutes or more later (circumstances must be within Contractor's control); operating without an aide/monitor in the vehicle, when such aide/monitor is required; running out of fuel while on route.

8. **Materials**. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the Services to be provided pursuant to this Agreement.

9. **Schedule Changes**. The District reserves the right to increase or decrease the number of school days, change school hours, adjust starting times, increase or decrease service, and to make periodic increases or decreases in the number and type of vehicles required. The District will endeavor to notify Contractor of schedule changes, including school closures, at least ten (10) hours prior to the impacted route/schedule.

10. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor represents and warrants that: (A) Contractor is free from the control and direction of the District in connection with the performance of the Services, both under the Agreement and in fact; (B) Contractor's Services outside the usual course of the District's business; and (C) Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services.

Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which the District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's

employees. By checking the applicable box below, Contractor hereby represents and warrants to the District the following:

☐ Contractor is and shall be a resident of the State of California or is otherwise exempt from withholding. To the extent an exemption is sought, Contractor will provide the District with appropriate evidence including, without limitation, FTB Form 590. Contractor shall still be responsible for payment of all state and federal taxes.

☐ Contractor is not a resident of the State of California or otherwise not exempt from withholding, and Contractor authorizes the District to withhold from all payments made to Contractor under this Agreement all taxes required to be withheld by law. (See, e.g., California Revenue & Taxation Code section 18661 et seq.)

11. **Subcontracting**. Contractor may use the Services of subcontractors and/or third-party partners ("subcontractors") for the performance of this Agreement; however, in so doing, Contractor shall remain responsible for the overall performance of this Agreement. In subcontracting, Contractor shall not thereby be relieved from any liability or obligation under this Agreement and, as between the District and Contractor, Contractor shall be responsible for the acts, defaults, and omissions of any of Contractor's subcontractors or such subcontractors' agents or employees as fully as if they were the acts, defaults, or omissions of Contractor. Contractor shall ensure that its subcontractors comply with all of the terms of this Agreement insofar as they apply to the subcontracted portion of the Agreement. All references herein to duties and obligations of Contractor shall be deemed to pertain also to all Contractor's subcontractors to the extent applicable to the subcontracted portion of the Agreement. Upon request, Contractor shall provide to the District a list of all subcontractors. In no event shall Contractor subcontract or delegate the majority of, or the whole of, this Agreement without the prior written consent of the District. Nothing contained in this Section shall create any contractual relationship between any of Contractor's subcontractors and the District. No Party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other Party to this Agreement, and violation of this provision shall confer no rights on any Party and shall be void.

12. **Performance of Services**.

12.1. **Standard of Care**. 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's services will be performed in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts. Contractor shall be responsible for performing the services under this Agreement in a safe, skillful, and professional manner. All services shall be performed at Contractor's risk.

12.2. **Meetings**. Contractor and the District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of Services, and any other issues deemed relevant to the operation of Contractor's performance of Services.

12.3. **District Approval**. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

13. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District and its member districts the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Emergency Plan**. Subsequent to the award of this Agreement, Contractor and the District shall collaborate in the development of a written plan that addresses transportation emergencies. Contractor shall implement protocols outlined in the plan when emergencies arise. The costs associated with such emergencies may be submitted by the District with documentation as an additional expense. Drivers shall conduct emergency exit drills at the receiving school sites at least once every school year in accordance with Title 13 of the California Code of Regulations.

15. **Fingerprinting**. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services.

16. **Confidentiality.** Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Agreement and specifically includes all student, parent, and disciplinary information.

17. **Audit**. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the Board of Education of the District and all federal, state, and local laws, ordinances and regulations. Vehicle equipment and services covered by this Agreement must comply with all applicable laws, ordinances and other legal requirements, including but not limited to federal and California laws, rules and regulations governing the operation of transportation vehicles, the pertinent provisions of the California Vehicle Code, Administration Code, pertinent provisions of the California Highway Patrol and Motor Vehicles rules and regulations, and the policies and regulations of the District and its schools.

19. **Anti-Discrimination.** It is the policy of the District and its member districts that in connection with all work performed under contracts that there is no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Therefore, Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all of its subcontractor(s).

20. **Certifications/Permits/Licenses.** Contractor shall secure and maintain in force such certifications, permits, and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

21. **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 overnight delivery service, or facsimile transmission, addressed as follows:

District	**Contractor**	
Tracy Unified School District ATTN: Michelle Daniel 1975 West Lowell Ave. Tracy, CA 95376-2238 209.830.3200	[NAME] [ATTN] [ADDRESS] [TELEPHONE]	Pawar Transportation LLC Amen Pawar-LaRosa 3673 Vista Charonoaks, Walnut Creek, CA 94598 925-938-6565

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

22. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its member districts, their agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Agreement unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

23. **Insurance.** Contractor shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Contractor and District from claims which may arise out of or result from Contractor's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

23.1. General Liability: One million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be twice the required occurrence limit.

23.2. Automobile Liability: One million dollars ($1,000,000) per accident for bodily injury and one million dollars ($1,000,000) for property damage.

23.3. Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California. Employer's

Liability limits of one million dollars ($1,000,000) per accident for bodily injury or disease.

23.4. *There shall be no separate sub-limits lower than one million dollars ($1,000,000) for **sexual misconduct or molestation** related claims. If the policy contains such sub-limits, CONTRACTOR shall provide a separate policy with minimum limits of one million dollars ($1,000,000) covering such exposures.*

23.5. Each policy of insurance required above shall name District and its member school districts, and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of Contractor hereunder, such policy is primary and any insurance carried by District or their member school districts is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Contractor shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Contractor shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Contractor fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Contractor, and in such event shall reimburse District upon demand for cost thereof.

24. **Force Majeure.** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.

25. **Termination.**

25.1. **Termination for Cause.** Should Contractor fail to comply with any of the terms or conditions set forth in this Agreement, or should the District determine that Contractor is in any other way unfit, unqualified, or unable to perform the Services under this Agreement, then the District shall have the right to terminate this Agreement by providing written notice of cancellation to Contractor, unless within three (3) days after service of such written notice of the condition or violation the Contractor shall correct the condition or violation and/or make satisfactory arrangements for the correction thereof. Contractor and its performance bond surety shall be liable for all damages caused to the District by reason of Contractor's failure to perform and complete the Agreement. Termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of termination.

25.2. **Termination for Convenience**. The District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by the District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by Contractor or no later than three (3) calendar days after the day of mailing, whichever is sooner.

26. **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 by mediation if mutually agreeable. 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, the Contractor 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 the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the claimant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the Services.

27. **Other Contracts.** The District retains the right to contract separately with other vendors for other transportation services.

28. **Limitation of District Liability**. District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

29. **Assignment of Contract:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Agreement without the prior written consent of the District.

30. **Binding Contract:** This Agreement shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

31. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

32. **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 San Joaquin County, California.

33. **Attorney Fees and Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

34. **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.

35. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

36. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

37. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

38. **Integration/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. This Agreement is not valid until approved/ratified by the Board of Education of Tracy Unified School District. Services shall not be rendered until Agreement is approved.

39. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

40. **Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

41. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

42. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below:

TRACY UNIFIED SCHOOL DISTRICT	**[CONTRACTOR]** Pawar Transportation LLC
Date: _____	Date: 5/29/26
By: _____	By: _____
Print Name: _____	Print Name: Amen Pawar-LaRosa
Title: _____	Title: Chief Operating Officer

EXHIBIT A

SPECIFICATIONS AND SCOPE OF SERVICES

1. **PERIOD OF PERFORMANCE**: The period of performance for this Agreement shall commence on or about July 1, 2026, and continuing for three (3) years, through June 30, 2029, and may be renewed for two (2) additional years, through June 30, 2031, subject to the terms and conditions as set forth in the Agreement.

2. **SCOPE OF SERVICES**: The services shall consist of furnishing passenger vehicle transportation as required for students and other persons designated by the District, to and from points as directed. Such transportation to be furnished by means of vehicles herein specified and at such times and places as shall be specified by the District. The District reserves the right to change school hours, adjust starting times, increase or decrease service, and to make periodic increases or decreases in the number and type of vehicles required.

3. **INFORMATION FOR STATE REPORTS**: The Contractor will supply the District with information to enable the District to apply to the California Department of Education for reimbursement for student transportation. For this purpose, the relevant provisions of the Education Code and the rules and regulations adopted by the California Department of Education from time to time shall be a part of this Agreement. The Contractor further agrees to submit the following information to the District on the form(s) provided by the District:

3.1. A monthly report, if requested by the member district, showing the total number of miles each vehicle traveled and the number of students transported on each vehicle for specified days.

3.1.1. Summary of type of student transported, i.e. special education, indicating type of handicap for special education students.

3.1.2. Number of vehicles used to transport the students.

3.1.3. Number of days transported.

3.1.4. Total home to school miles and other miles, i.e. field trips, accounted for separately.

3.2. An annual report showing the average number of students transported.

3.3. Other relevant information as may be requested.

4. **SERVICE REQUIREMENTS**: During the term of the Agreement, the requirements for student transportation services shall be as follows:

4.1. **Home to School Services – Regular School Year**: Student transportation services may be requested to meet the District's transportation needs for home to school transportation during the regular school year. Home to school transportation shall include day care arrangements. The school calendar year covers the months of August through June, inclusive.

4.2. **Home to School Services – Summer School**: Summer School transportation covers a portion of the months June, July and August. The vehicles contracted for are estimated to be required for each of approximately

30 school days. Summer School transportation may overlap with regular school year transportation.

4.3. **Other Services**: Other student transportation services may be requested for school sponsored activities such as field trips and work experience programs.

4.4. **Routing and Scheduling**:

4.4.1. Students designated by the District shall receive direct transportation services facilitating their arrival at school, home or activity. Students shall not be picked up or dropped off at any location or time as designated by the District without District approval.

4.4.2. The District shall provide weekly transportation times, destinations, and requirements per student.

4.4.3. The District will provide names of students and addresses from which they should be picked up and to which location they shall be transported. The District reserves the right to add or delete routes at any time.

4.4.4. The Parties shall communicate and confirm in writing the exact number of vehicles that will be necessary to timely operate all the specified routes, in addition to any special trips. The Parties shall communicate and confirm in writing modifications to the number of vehicles in operation.

4.4.5. The District shall have the right to audit (for performance, mileage and routing) any or all routes and may require changes in routing and scheduling if, in the District's opinion, such changes would result in increased vehicle and seat utilization or better service to students or schools. If changes are required, Contractor will be given at least one week prior written notice. Contractor will cooperate closely to implement required changes as quickly and smoothly as possible.

4.4.6. The written approval of the District is required for the addition of any vehicles to the Agreement or to any vehicle modification which will result in any increase in overall charges to the District.

4.4.7. Maximum ride times are ninety minutes, with exceptions approved by the District.

4.4.8. Implementation of routing and scheduling changes shall occur within five working days.

4.5. **Route Schedules**: Students shall not be picked up more than ninety minutes prior to the start of their classes without prior approval from the District. Student shall be required to ride or be in transit between home and school for more than ninety minutes, except upon approval by the District. Students may arrive at their assigned schools no later than ten (10) minutes prior to the start of their classes and must be picked up within ten minutes after the close of their classes. It is the responsibility of the Contractor to route and schedule each student for transportation to and from each required location.

Children are not to be transferred to another vehicle going to or coming from school, except in case of emergency or breakdown, or unless the schedule calls for such transfer on school property.

The Contractor will provide a direct phone line and email capability to their dispatch/scheduling office to be used by the District for the purpose of communicating with the dispatcher/scheduler concerning scheduling changes, emergencies, resolving complaints, problems, etc.

The District may at any time during the term of this Agreement revise or reassign students on routes, or request changes to stops or vehicle assignments. At the same time, the Contractor is expected to evaluate routes on a continuing basis and provide the District with recommendations for constructive changes.

Except for those reasons outlined and approved by the District, such as road construction safety hazards, serious weather conditions e.g. traffic deviations mandated by civil authorities, drivers are not authorized to deviate from assigned routes or stops without the prior approval of the District. The District shall be notified of deviations lasting in excess of five (5) school days. Notice shall be made to the District as soon as Contractor knows deviations will exceed five (5) school days.

4.6. **Unsatisfactory Service:** The District may provide Contractor with a written notice of unsatisfactory service on any route or schedule. The Contractor shall investigate and reply to the District within twenty-four (24) hours. Depending on the severity of issue, route adjustment to staffing and/or equipment will occur within an District approved time.

5. EQUIPMENT REQUIREMENTS

5.1. **Inspection and Maintenance of Vehicles, Terminals, and Driver In-Service**: The Contractor shall keep and maintain all vehicles in good operating and running condition, and in a clean and satisfactory condition, and in order to ensure the same, the Contractor will make the vehicles available in the Contractor's garage for inspection by the District. The District may inspect vehicles, terminals, and attend a driver in-service prior to award of contract and at any time after award of contract to ensure that all are maintained in a satisfactory condition.

5.2. **Vehicles**: All passenger vehicles utilized under this Agreement shall be less than five (5) years old at the start of the contractual service. Age of the vehicles during the term of the Agreement shall be determined by the length of the Agreement. However, at no time during the contract can a vehicle be older than eight model years old. All vehicles shall at all times be properly certified by the California Highway Patrol and meet all requirements of the California Code of Regulations, Titles 5 and 13, and the California Vehicle Code.

5.3. **Required Modification of Equipment**: Any installation or modification of equipment required by a change in law or regulation shall be made by the Contractor at Contractor's expense and certified by the California Highway Patrol.

5.4. **Stand-By Vehicles and Drivers**: Contractor shall at all times keep ample stand-by vehicles, regular/wheelchair buses, and drivers available (equal to 10% of vehicles and drivers in regular service) to ensure that uninterrupted service can be provided in the event of mechanical breakdowns or driver absenteeism. Stand-by vehicles and drivers shall meet the same requirements as vehicles and drivers assigned to regular runs.

5.5. **Communication**: The Contractor shall ensure that all drivers assigned to provide transportation services under this agreement are equipped with reliable, continuous means of communication with dispatch at all times while transporting students. Acceptable communication methods include two-way radios, cellular devices, or other District-approved communication systems. Communication devices must be operational during all routes and enable immediate contact in the event of emergencies, delays, route changes, or student-related concerns. The Contractor shall maintain protocols to ensure timely response between drivers and dispatch and shall provide training to drivers on proper communication procedures.

5.6. **Wheelchair**: A wheelchair lift must be provided for all students in a mobility device. The lift is to be in good physical condition, safe operating condition, and must comply with any applicable safety regulations. Required equipment is to be used in compliance with state and federal regulations and according to the manufacturer's recommended procedures. Students in wheelchairs shall be fully assisted out of the vehicle and placed on the sidewalk by the driver or assistant. Students may not disembark from vehicle unattended.

5.7. **Car Seats and Seat Belts**: All students transported will be required to use seat belts. Contractor will provide the required wheelchair tie-downs, car seats, seat belts, harnesses, and vests based on age and condition of the passengers as specified in the IEP, for their comfort, medical needs, and safety.

5.8. **Transportation of Medication**: Contractor will transport medication to accompany the student and convey the medication to the designated responsible person.

5.9. **Air Conditioning**: Vehicles with air conditioning must be provided for all District routes.

5.10. **Cameras**: All vehicles must be equipped with cameras, with an interior view of all seated riders.

5.11. **Route Placards:** All vehicles shall have route changer placards mounted on the outside right side of each vehicle.

5.12. **Replacement Availability:** The Contractor shall have a plan to provide vehicle replacement within twenty (20) minutes if a vehicle becomes disabled.

5.13. **CHP Rating:** Prior to commencement of Services, Contractor must provide District its Annual California Highway Patrol Terminal Inspection with a satisfactory rating. If there is any change to terminal rating during the contract year, Contractor must notify District immediately and provide the most current inspection report.

5.14. **GPS Tracking:** The Contractor shall ensure that all vehicles used to transport students under this agreement are equipped with fully operational Global Positioning System (GPS) tracking devices. GPS systems must provide real-time location tracking and maintain historical route data. The Contractor shall make GPS data accessible to the District upon request and, if required, provide the District with direct access to a secure platform for monitoring vehicle locations. GPS devices must be maintained in good working condition at all times, and any malfunctions shall be reported and corrected promptly to ensure continuous tracking capability

6. **IDENTIFICATION**: The Contractor shall assign to each vehicle an "Identification Number" (to be carried or marked by six-inch numerals painted on either all four corners of the vehicle or on the front corners and rear center of the vehicle) and furnish the District the description of each vehicle and number on or before August 1st of each year. Contractor shall not use any markings or lettering which identifies such vehicles or equipment with or as operated by the District. Route identification signs are not included in this prohibition.

7. **REPORTS AND DISTRICT FORMS**: The Contractor agrees to provide the District and law enforcement with reports when requested. These reports shall include, but are not limited to, the following:

7.1. **Pupil Transportation Incident/Accident Reports:** This report describes all incidents, accidents or injuries occurring on District routes or trips, including route segments to and from the terminal, whether or not students are in the vehicle. Written follow-up reports stating corrective action taken shall be submitted within twenty-four (24) hours after the occurrence. Verbal notice must be given to the District within one (1) hour of the accident. Police reports, where applicable, are to accompany each accident report.

7.2. **Driver - Route List:** A list that identifies drivers by route is to be submitted in electronic form prior to providing the Services and continuously updated by the Contractor when changes occur. The list shall also include names of drivers who are assigned as spares or stand-by drivers.

7.3. **Incident/Complaint Form:** The District shall create and provide an electronic form meant to inform the Contractor in writing of an incident or complaint about the services provided or about a specific driver by the District or the public. The Contractor shall investigate these reports and provide a written reply within five (5) days. If the investigation determines that corrective action is warranted, all written replies shall state the corrective action taken to prevent a recurrence of the condition that caused the incident or complaint.

7.4. **Driver/Incident Complaint Form:** Contractor shall create and provide a form meant to inform the District in writing of an incident or complaint about students, to report difficulties at a school site or with a parent, or to record any unusual incident involving a student. The District's Transportation staff shall investigate these reports and provide a written reply within ten (10) days. If the investigation determines that corrective action is warranted, all written replies shall state the corrective action taken to prevent a recurrence of the condition that caused the incident or complaint.

8. **DRIVERS' QUALIFICATIONS**: The Contractor shall provide drivers who are trained and licensed in accordance with the California and Federal laws, rules, and regulations governing the operation of school transportation vehicles and experienced with the regulations, handling, and supervision of special education students. All drivers shall have had First Aid Training and shall hold valid First Aid Certificates issued by the American Red Cross. Drivers are to be able to identify and properly cope with epileptic-type seizures.

8.1. Contractor shall follow mandated drug testing requirements for employees.

8.2. Each driver shall have knowledge of the operation of the mobile two-way radio and all federal regulations covering its use.

8.3. Pursuant to Education Code section 49406, Contractor's responsibility for tuberculosis clearance extends to all of its employees, agents, and volunteers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor. Contractor shall ensure that any person providing any portion of the Services under the Agreement, within the past sixty (60) days, has submitted to a tuberculosis risk assessment, and if tuberculosis risk factors were identified, has been examined to determine that he or she is free of infectious tuberculosis by a licensed health care provider (i.e., physician, physician assistant, nurse practitioner, or registered nurse). Contractor shall ensure that any person providing any portion of the Services with no identified risk factors or who tests negative for the tuberculosis infection shall undergo the tuberculosis risk assessment and, if risk factors are identified, the examination, at least once every four (4) years or more often if directed by the Board of Education of the District upon recommendation of the local health officer.

8.4. Drivers shall be required to check in with Contractor for messages each morning as they begin their route.

8.5. A driver shall contact dispatcher immediately upon determination that the route shall be in excess of ten minutes late in delivering a student. Dispatcher shall immediately notify all necessary persons, including parents/guardians.

8.6. Following California Department of Education guidelines, the Contractor shall employ at least one full-time trainer and safety instructor who will also personally travel each route with the assigned driver at least one each year to survey the driver's performance, route hazards, and equipment efficiency. Driver records shall be made available for review by the District upon request.

8.7. The responsibility for hiring and discharging personnel shall rest entirely upon the Contractor. The Contractor further agrees that the District shall have the right to require removal from service any person or driver who, in the opinion of the District, is not qualified to operate a vehicle for service to the operating and safety standards required by the District.

8.8. Contractor agrees that it shall enter into no agreement or arrangement with any employee, person, group, organization, district or agency which will in any way interfere with the Contractor's ability to comply to the full extent of the contract with the District and the requirements contained therein.

8.9. Contractor shall not assign for service under the Agreement any person who has been released, reassigned, transferred or otherwise removed from another route or assignment for any reason related to inappropriate conduct, verbal, physical, or otherwise, toward students or other persons.

8.10. Pursuant to Government Code Section 8350 et seq., the Contractor shall certify to the District, in writing and under penalty of perjury that the Contractor shall comply with the requirements of the Drug-Free Workplace Act. The Contractor shall use the form Contractor's Certificate Regarding Drug-Free Workplace attached hereto.

8.11. Drivers are not to use cell phones while the vehicle is in motion or at such times when the use of such devices would interfere with work duties or the needs of the students.

8.12. The use of tobacco and/or tobacco-like products of any kind is forbidden in the student transportation vehicles or on property owned or leased by the District, whether passengers are in the vehicle or not. The restriction applies to students, aides, drivers, Contractor management staff and maintenance staff.

8.13. Drivers shall comply with the requirements set out in Education Code section 39879, and restated in the Driver Qualifications Certification.

9. **FINGERPRINTING AND CRIMINAL RECORDS CHECK:** The Contractor shall comply with the provisions of Education code section 45125.1 regarding the submission of employee fingerprints with the California Department of Justice and the completion of criminal background investigation of its employees. The Contractor shall not commence Services under this Agreement nor permit any contact with member district pupils or be present on any school site until such time as the Contractor has completed and submitted the Fingerprinting/Criminal Background Investigation Certification. The Contractor's responsibility shall extend to all employees, subcontractors and employees of subcontractors regardless of whether such individuals are paid or unpaid, concurrently employed by District member districts and/or acting as an independent contractor. Verification of compliance with this section shall be provided in writing to District prior to the commencement of the agreed services and prior to contact with students.

10. **MANDATED REPORTER TRAINING**: In order to maintain consistency and reliability in compliance with mandated reporting and promote the health and welfare of students, Contractor, its, employees, intern, volunteers, subcontractors, agents and representatives who will or may have access to students through this Agreement shall complete mandated reporter training provided by California Department of Social Services (CDSS). Pursuant to this Agreement, Contractor and its employees, agents, interns or volunteers working with or around students shall be identified as a mandated reporter and must complete an CDSS mandated reporter acknowledgement form and CDSS mandated reporter training prior to providing services, and must annually undergo such training within the first six weeks of each new school year.

11. **VEHICLE AIDES**: Contractor shall employ and assign, at the request and approval of the District, vehicle aides or attendants for students who require aides because of the nature and/or severity of their handicapping condition.

12. **PERSONAL ITEMS**: Use of personal electronic devices for personal use is prohibited during "on duty" time. Transportation service is never to be interrupted or delayed by drivers handling personal business.

13. **SAFETY PROGRAM**: Contractor shall observe all requirements of California laws governing the safe operation of school vehicle equipment and training of personnel as it relates to the safety of students transported for the District. Contractor is to provide for an annual Emergency Exit Drill for each student transported. Records of these drills shall be maintained as a permanent record and may be reviewed by the District.

14. **TRANSPORTATION SAFETY PLAN**: The Contractor shall provide a copy of its Transportation Safety Plan upon request. Contractor's Transportation Safety Plan must address all relevant laws and regulations including, without limitation, boarding and exiting, and procedures to ensure a pupil is not left unattended on a vehicle.

15. **STUDENT DISCIPLINE**: Contractor shall recognize its responsibility to the District for the maintenance of proper student discipline as an inherent factor to the safety of all persons aboard a school bus route. The driver is to report to the Contractor and is not to perform any acts of discipline. The following guidelines (among others) shall be of assistance to drivers employed by the Contractor in determining procedures to be followed in maintaining acceptable student discipline.

15.1. All drivers have responsibility for maintaining proper discipline on their vehicle.

15.2. Student behavior problems that occur in the vehicle will be referred to the receiving school administrator by means of a written citation defining the problem behavior. A copy of the citation shall be given to the parent/guardian of the student and a copy shall be given to the administrator.

15.3. The school personnel will counsel with the student and the parent to resolve the behavior problem. Any disciplinary action to be taken regarding the student shall be determined by the administrator.

15.4. In general, the driver is not authorized to remove students from the vehicle. In serious circumstances when a student is endangering the safety of other riders, an offender may be ejected at the school site immediately into the custody of an administrator. If such action is taken, the driver must notify the dispatcher by radio, who will notify the District immediately.

16. **MINIMUM STAFFING BY CONTRACTOR**: To ensure to the District responsible service for transportation activities, the Contractor may employ and maintain a local management group qualified to perform assigned duties. Such assignments may include, but not be limited to a manger responsible for overall responsibilities for the operation, a staff person assigned for safety and training, a director of operations, and a dispatching staff. Nothing in this section would prohibit the holding of more than one position by any person.

16.1. Vehicle maintenance shall be directed by a person experienced in the school bus mechanical repairs field. Mechanical staff to be fully qualified and certified to perform maintenance service on passenger vehicles as provided under California laws now applicable and those laws subsequently enacted in this

respect. All personnel assigned to perform under this Agreement shall be subject to continuous approval by the District and by the Contractor.

17. **TERMINAL/OFFICE STAFFING:** The Contractor's terminal must be open and operated by office staff from 6:00 AM or by the start time of the first route out in the morning. The terminal must be open until the last driver has called into the terminal that the route is over for the day. The Contractor will designate one person for 24/7 contact by cell phone for emergencies.

18. **APPEARANCE:** All vehicles shall be cleaned inside and out in a systematic manner. It shall be the Contractor's responsibility to develop and maintain a program to accomplish this task. The District reserves the right to inspect vehicles for cleanliness at any time. Vehicles that are found to be out of compliance shall be removed from service until clean and re-inspected by the District. All vehicles must be thoroughly sanitized and disinfected in accordance with the applicable public health standards, at a minimum, before each morning and afternoon route.

Broken window glass shall be repaired or replaced by the Contractor in a timely manner. Vehicles with damaged glass shall be placed out of service until the defect is corrected.

19. **CONTRACTOR RECORDS AND REPORTS UPON DISTRICT'S REQUEST**: Contractor agrees to provide the District with periodic reports as requested by the District including, but not limited to, the following:

19.1. Monthly report on all late (over 10 minutes) or missed trips, with cause of problem and corrective action taken.

19.2. Copies of all additional trip records showing schedules, number, type of trip, number of students carried, time of trip and miles traveled.

19.3. Copies of all California Highway Patrol, California Motor Carrier and Federal Department of Transportation Vehicle Inspection reports on Contractor's vehicles.

19.4. Access to vehicle operational and maintenance cost records. Contractor agrees that any and all routing information, whether developed by Contractor or District, is the property of the District. Contractor has no proprietary right to any such information.

19.5. Copies of the drivers' evacuation reports.

20. **DRIVER ASSIGNMENTS**: Contractor agrees to assign drivers to routes on a permanent basis for the school year. The only times other drivers are to be assigned to the regular route is in the event of illness, resignation, or dismissal of the regular driver. Contractor understands that this item is a material and essential term of the Agreement.

21. **DISTRICT/CONTRACTOR COOPERATION**: Contractor shall schedule all routes in keeping with the safety of the students. Contractor shall cooperate with the District in maintaining a good public relations program. The District and Contractor will establish the following guidelines for contact and cooperation:

21.1. Establish a directory of personnel in each organization to contact for every type of communication.

21.2. Establish procedures for all communications to be confirmed in writing by both parties.

21.3. Establish a specific program for handling field work in order to most effectively prevent problems and, if they arise to settle them as quickly and as close to the source of the problem as possible.

21.4. Establish procedures for dealing with disputes involving routes, schedules, student conduct, public relations, and other operational problems that may arise.

21.5. Establish a direct telephone line between the District and Contractor.

21.6. Establish such other written guidelines which may be required to ensure effective communication and cooperation between the office of the District and Contractor at all times.

21.7. If requested, the Contractor will provide District with a two-way radio for monitoring purposes only of assigned vehicle routes to the District.

21.8. The District and Contractor agree to respond with the corrected action taken within five working days or as soon as practical as determined by the situation.

22. **FIRST AID KITS:** Each vehicle shall be equipped with an approved first aid kit and a blood borne pathogen kit. Kits are to be inspected and supplies replenished on a systematic basis by the Contractor. Contractor will provide First Aid, subject to Contractor's guidelines, a copy of which will be provided to the District. Contractor will not provide other medical services, including, but not limited to: DiaStat; Versa Magnet; or Tracts and tube medical procedures unless such services are required of a private student transportation contractor by state or federal law.

EXHIBIT B

RATES

WORKERS' COMPENSATION CERTIFICATION

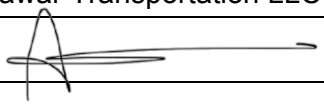
Labor Code Section 3700 in relevant part provides:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> - By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
>
> - By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Agreement.

Date: 5/29/26

Contractor: Pawar Transportation LLC

Signature: 

Print Name and Title: Amen Pawar-LaRosa | Chief Operating Officer

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

CONTRACT NO.: Bid NO. 26-01 between Tracy Unified School District ("District") and Pawar Transportation LLC ("Contractor").

The undersigned does hereby certify to the Board of Education of the District as follows:

That I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

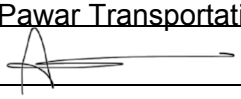
Contractor certifies that it has taken the following actions with respect to the Services that are the subject of the Contract:

Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice ("DOJ") has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as **Attachment A**.

Contractor's responsibility for background clearance extends to all of its employees, subcontractors or suppliers, and employees of subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor. When the Contractor performs a criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service.

Date: 05/29/26

Contractor: Pawar Transportation LLC

Signature: 

Print Name: Amen Pawar-LaRosa

Title: Chief Operating Officer

ATTACHMENT A

Contracting Party's Personnel

To be provided after the award

Name/Company: Espinoza Rios, Carlos

Name/Company: Singh, Sukhwinder

Name/Company: Pooni, Karam Singh

Name/Company: Kaur, Palwinder

Name/Company: Thind, Shamsher Singh

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

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Name/Company: _____

If further space is required for the list of personnel, attach additional copies of this page.

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: Bid NO. 26-01 between Tracy Unified School District ("District") and Pawar Transportation LLC ("Contractor") ("Contract" or "Project").

This Drug-Free Workplace Certification form is required from Contractor pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.

Establishing a drug-free awareness program to inform employees about all of the following:

a) The dangers of drug abuse in the workplace.

b) The person's or organization's policy of maintaining a drug-free workplace.

c) The availability of drug counseling, rehabilitation, and employee-assistance programs.

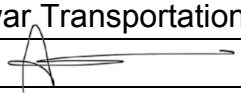
d) The penalties that may be imposed upon employees for drug abuse violations.

Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date:	05/29/26
Proper Name of Contractor:	Pawar Transportation LLC
Signature:	
Print Name:	Amen Pawar-LaRosa
Title:	Chief Operating Officer

TUBERCULOSIS CLEARANCE CERTIFICATION

The undersigned does hereby certify to the Board of Education of Tracy Unified School District ("District") as follows:

I am a representative of Pawar Transportation LLC ("Contractor") currently entering into this Agreement with the District and I am familiar with the facts certified below, and am authorized and qualified to execute this certificate on behalf of the Contractor.

Contractor's responsibility for tuberculosis clearance extends to all of its employees, contractors, subcontractors, agents, and volunteers coming into contact with the District's pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

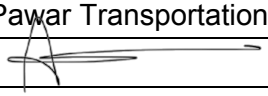
Contractor certifies that at least one of the following items applies to the subject of the Agreement:

☐ Contractor ensures that any person providing any portion of the Services under the Agreement, within the past sixty (60) days, has submitted to a tuberculosis risk assessment, and if tuberculosis risk factors were identified, has been examined to determine that he or she is free of infectious tuberculosis by a licensed health care provider (i.e., physician, physician assistant, nurse practitioner, or registered nurse). Contractor shall ensure that any person providing any portion of the Services with no identified risk factors or who tests negative for the tuberculosis infection shall undergo the tuberculosis risk assessment and, if risk factors are identified, an examination, at least once every four (4) years or more often if directed by the Board of Education of the District upon recommendation of the local health officer. Within sixty (60) days of the Board of Education's approval of the Agreement and upon subsequent the District's request, Contractor shall provide the District with a complete and accurate list of Contractor' employees, agents, and volunteers who may come in contact with District pupils during the course and scope of the Agreement, indicating the date of each person's risk assessment and/or examination.

☐ Contractor's Services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no Contractor employee, agent, or volunteer will come in contact with District pupils. If the District certifies on the Criminal Background Investigation Certification that Contractor is exempt from the fingerprinting and criminal background investigation requirements of Education Code section 45125.1, the Contractor is also exempt from the tuberculosis clearance requirements.

Date: 05/29/26

Contractor: Pawar Transportation LLC

Signature: 

Print Name: Amen Pawar-LaRosa

Title: Chief Operating Officer

DRIVER QUALIFICATIONS CERTIFICATION

PROJECT/CONTRACT NO.: Bid NO. 26-01 between Tracy Unified School District ("District") and Pawar Transportation LLC ("Contractor") ("Contract" or "Project").

Senate Bill 88 (2023), operative on July 1, 2025, enacted Education Code section 39879 which requires that Contractor attest in writing that it has no applicable law violations at the time of entering into this Agreement with the District and will maintain compliance with applicable laws for the duration of the Agreement. Education Code section 39879 further requires that all of Contractor's drivers shall:

1. Hold a valid California driver's license for the appropriate class of vehicle.

2. Be at least 18 years of age.

3. Pass the requisite criminal background check and complete the requisite fingerprint clearance.

4. Have a satisfactory driving record, including:

    a. Not have 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 within the last three (3) years.

    b. Not have had their driving privilege suspended, revoked, or on probation for any reason involving the unsafe operation of a motor vehicle within the last three (3) years.

    c. Not have been determined by the Department of Motor Vehicles to be a negligent or incompetent operator.

5. 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.

6. Not have been convicted of an offense listed in Section 13370 of the Vehicle Code.

7. Provide their Contractor 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.

8. Be subjected to and comply with drug and alcohol testing.

9. Complete a medical examination not more than two years prior to the driver performing pupil transportation. Driver shall complete a medical examination every two years after the initial examination.

10. Submit and clear a tuberculosis risk assessment.

11. Not drive for more than ten (10) hours within a work period, or after the end of the sixteenth (16th) hour after coming on duty following eight (8) consecutive hours off duty.

12. Complete initial and subsequent required training sufficient to gain proficiency in all of the following:

    a. Pretrip vehicle inspections;

    b. Safe loading and unloading of passengers;

    c. Proper use of seatbelts and child safety restraints;

    d. Handling accidents, incidents, and emergency situations;

    e. Providing proper accommodations for pupils with disabilities;

    f. Defensive driving;

    g. Operations in inclement weather; and

    h. Operations at night or under impaired visibility conditions.

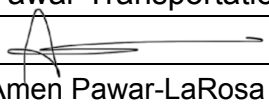
13. Maintain a daily log sheet and complete the daily pretrip inspection of the vehicle being driven that day. Inspection shall cover: a check of the operability of all lights, initialed by the driver before the vehicle is first driven in service that day; a check for fluid leaks, initialed by the driver before the vehicle is first driven in service that day; and a check for the operability of the brakes, initialed by the driver before the vehicle is first driven in service that day.

14. Complete, or hold a valid certificate of completion for, a first aid training program at least equivalent to the American Red Cross first aid training program.

I, the undersigned, attest that Contractor has no applicable law violations at the time of entering into this Agreement with the District and will maintain compliance with applicable laws for the duration of the Agreement. I further attest that all Contractor's drivers will be informed of, and remain compliant with, the requirements set out for drivers in Education Code section 39879 for the duration of the Agreement.

Date: 05/29/26

Proper Name of Contractor: Pawar Transportation LLC

Signature: 

Print Name: Amen Pawar-LaRosa

Title: Chief Operating Officer

END OF DOCUMENT

PAWAR TRANSPORTATION

SCHOOL TRANSPORTATION SERVICES

EXHIBIT B: Base Rate and Mileage Fee Schedule

Tiers	Description		Pricing
Base Fare Per Trip	Includes max of 3 students per vehicle transported to the same location. Base fare is a fixed cost per trip.		$35.00
Per Mile Fee	Total mile charge for each ride is calculated based on mileage driven.		$2.60
Fuel Surcharge	N/A	Wait time	N/A
Minimum Charge			$50.00

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 4 hours before** the scheduled pickup time will not incur any charges.

Cancellations made less than 4 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