

SUBJECT: WALK ON Discovery Charters Contract for Service

PERSON(S) RESPONSIBLE: Matt Kelly, Director Facilities and Transportation

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for service with Discovery Charters for the 2018-2019 school year.

BACKGROUND:

Discovery Charters is the charter bus company we use for extended field trips outside the school district. Discovery is a professional charter bus company whose drivers are specially licensed. Some of the field trips they drive for are the 12th grade trip to Disneyland, 6th grade science camp, 5th grade to Raging Waters, AVID students to attend college campuses, music students' transportation to various competitions, and so on.

INFORMATION:

Discovery Charters provides specially licensed drivers and charter buses that are not available within the district.

FISCAL IMPACT:

\$45,000 Site donations, student collected funds, Transportation

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

AGREEMENT FOR CONTRACTOR SERVICES

(To be used for provision of services involving potential for liability exposure for District)

THIS AGREEMENT is hereby entered into by the **Pacific Grove Unified School District**, hereinafter referred to as DISTRICT, and:

DISCOVERY CHARTERS _____ CONTRACTOR

SOCIAL SECURITY NUMBER OR BUSINESS ID # _____

11020 Commercial Parkway	Castroville,	CA	95012
MAILING ADDRESS	CITY	STATE	ZIP

hereinafter referred to as CONTRACTOR.

CONTRACTOR agrees to provide to DISTRICT the services enumerated in Section G of this Agreement under the following terms and conditions:

- A. Services shall begin on October 6, 2018 and shall be completed on or before June 30, 2019.
- B. CONTRACTOR understands and agrees that CONTRACTOR and CONTRACTOR'S employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT 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 contribution including Unemployment Insurance, Social Security, and Income Taxes with respect to CONTRACTOR'S employees.
- C. CONTRACTOR shall furnish, at CONTRACTOR'S own expense, all labor, materials equipment and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR'S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR'S employees or agents.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

F. CONTRACTOR shall maintain Insurance with a minimum \$1,000,000 combined single limits of general liability and automobile coverage.

G. Services to rendered to the DISTRICT by the CONTRACTOR are as follows:

Charter bus services for district field trips for the 2018-2019 school year

Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.

I. The work 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. CONTRACTOR agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that our now, or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

J. CONTRACTOR shall be paid at the rate of:

\$45,000 Not to exceed

Source of Funds: Fund 01 Transportation, Site Donations

K. Payments will be made by the District to the Contractor as follows:

- 1) Lump sum upon completion of services rendered.
- 2) Monthly - in accordance with provision of services.
- X 3) Other : As invoiced for each charter

L. This agreement may be terminated by either party notifying the other, in writing, at least 30 days prior to the date of termination.

M. CONTRACTOR shall sign and submit a W-9 to DISTRICT prior to providing service.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

This Agreement is entered into this _____ day of _____, 2018.

For the Site/Program:

For the Contractor:

Site/Program Administrator Date

Name

For the District:

Title

Director of Human Resources Date

Date

Assistant Superintendent Date

NOTE: PARAGRAPH "F" ABOVE IS HEREBY WAIVED IF SIGNED BELOW.

Assistant Superintendent

Date

- All signatures must be obtained before services are provided. -