



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 8.1a

Meeting Date: August 20, 2015

Subject: Approval of Grants, Entitlements, and Other Income Agreements
Ratification of Other Agreements
Approval of Bid Awards
Approval of Declared Surplus Materials and Equipment
Change Notices
Notices of Completion

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

LCAP Goal(s): College and Career Ready Students; Safe, Clean and Healthy Schools

Documents Attached:

1. Other Agreements
2. Change Notices – Facilities Projects

<p>Estimated Time of Presentation: N/A Submitted by: Gerardo Castillo, CPA, Chief Business Officer Kimberly Teague, Contract Specialist Approved by: José L. Banda, Superintendent</p>

EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>BUSINESS SERVICES</u>		
SA16-00027 Workday	8/1/15 – 7/31/16: Year two of Master Subscription Agreement for Workday Human Capital Management (HCM), Payroll, and Financial solutions software, which will replace the existing Escape Financial System that does not meet the District’s needs. Upon full implementation it is anticipated that improvements in business processes and the accountability that will result from the implementation of Workday will more than offset the annual expense. After implementation the ease of use and transparency will provide significant benefit to all of our customers and the public at large. Workday is scheduled to “go live” January 1, 2016.	\$975,413 Measure Q and General Funds

TRANSPORTATION SERVICES

SA16-00115 Michael’s Transportation Service	9/1/15 – 6/30/15: Provide trained and licensed Class B CDL and/or Class B Drivers with School Bus / SPAB certificates on a temporary basis to fill vacancies in Transportation Services.	\$603,000 Transportation Funds
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CHANGE NOTICES – FACILITIES PROJECTS

The following change notice is submitted for approval.

CONTRACTOR	PROJECT and DESCRIPTION OF CHANGE	
AMS.Net	E-Rate 15: Cisco Network Upgrades	
	Change Order No.1: Additional Services	\$85,000
	Initiated by: Technology Services	
	Description: To pay for items that are ineligible for E-Rate and to pay for sites that exceeded their apportionment.	
	Change Order Subtotal:	\$85,000
	Original Contract:	\$487,816
	Previously Authorized Change Orders:	\$0
	New Contract Amount / Total Change Order %:	\$572,816 17.4%
	Contract Time will be extended by:	-0- days



Michael's Transportation Service

140 Yolano Dr. – Vallejo, CA 94589 – 707-643-2099 – Fax 707-643-1906

Agreement for Temporary Driver Services

This Agreement to Provide Temporary Staffing Services is entered into by and between Michael's Transportation Service, Inc. ("MTS") and Sacramento City Unified School District SCUSD each of which may also be referred to individually as a "Party," or collectively as the "Parties."

Whereas, MTS is a full service transportation provider, also offering Temporary Staffing services to employers in need of trained and licensed Class B CDL and/or Class B drivers with School Bus/SPAB certificates; and

Whereas, SCUSD is an employer of Class B CDL and/or School Bus/SPAB certified drivers, and periodically requires additional drivers to fill temporary employment openings; and

Whereas, MTS agrees to provide qualified candidates to SCUSD in order to fill their temporary job vacancies for Class B CDL or School Bus/SPAB certified Class B CDL drivers; and

Whereas, both parties agree that the relationship created by this MOU for the operation of SCUSD vehicles by the MTS temporary drivers is not a joint venture, and no joint venture has been entered into; and

This MOU shall commence upon signature of the assigned representatives of all parties. Either party may terminate this MOU upon thirty (30) days advance written notice. Either party may also terminate this MOU upon ten (10) days written notice for any material breach of this agreement, which is not cured within the ten-day notice period. The parties agree that the initial period of this MOU and its terms herein as set forth in this MOU will be September 1, 2015 – June 30, 2016; or as otherwise agreed to by the Parties in writing as stated above.

NOW, therefore, in consideration for the mutual promises and covenants set forth herein, and intending to be legally bound, the Parties hereto agree as follows:

MTS agrees to:

1. Have a temporary driver(s) available for SCUSD provided 48 hour notice is provided. (See also paragraph 1 in SCUSD's section, below, in the event that 48 hours' notice is not provided and a temporary driver is available.)
2. Make additional temporary drivers available to SCUSD based upon availability,



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provided 48 hour notice is provided, or under the terms set forth at Paragraph 1, above and below.

3. Undertake all normal, usual and customary employer legal responsibilities for each temporary driver MTS provides to SCUSD. These employer responsibilities include, but are not limited to, all matters related to the payment of federal, state and local payroll taxes, workers' compensation insurance, employee compensation and fringe benefits for its employees. MTS agrees to compensate its employees in compliance with the local, state and federal laws, including but not limited to the provision of the minimum wage and/or overtime wages, as applicable. Under no circumstances shall SCUSD be considered the employer or agree to undertake the responsibilities of the employer.

4. Establish and maintain pre-employment drug testing, pull notice, and random drug testing, and TB testing records of temporary driver employee(s) during the period of employment each works with SCUSD. This information will be made readily available to SCUSD for purposes of adding the temporary driver(s) to SCUSD insurance policy(ies), or other purposes as deemed necessary to determine the acceptability of any temporary driver provided by MTS.

5. MTS shall ensure that its employees and volunteers working within Michael's Transportation Service are successfully screened for tuberculosis and fingerprinted and free of any convictions for violence, sex, or drug offenses prior to working for the Sacramento City Unified School District.

6. MTS agrees to adhere to the District's NON-Discrimination policy as stated herein: There shall be no discrimination against any pupil, employee, or contractor because of race, color, ancestry, national origin handicap, religious creed, sex, sexual orientation, age or marital status. MTS agrees to comply with all applicable state and federal laws in this regard.

7. MTS agrees to the Successors and Assigns policy as stated herein: All provisions of this MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, if any, successors, and assigns. MTS shall not assign any of their rights under this Agreement, or delegate the performance of any of their duties hereunder, without prior written consent of the District.

8. MTS agrees to the Entire Agreement/Modifications policy as stated herein: This MOU contains the entire agreement between the parties and supersedes all prior understandings between them. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this MOU except as stated



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herein. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be otherwise expressly permitted in this MOU.

9. MTS agrees to the Standard Arbitration Agreement as stated herein: Any dispute, controversy or claim arising out of or relating in any way to the MOU including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach, shall be exclusively resolved by binding arbitration upon a Party's submission of the dispute to arbitration. The complaining Party shall notify the other Party in writing thereof. Within thirty (30) days of such notice, management level representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and no event shall it be made after 6 months from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach.

Sacramento City Unified School District agrees to:

1. Accept temporary school bus driver from MTS, or additional drivers as agreed upon by the Parties as requested by SCUSD and that are available from MTS, who are to be available with a minimum advance notice of 48 hours. In the event that a minimum of 24 hours advance notice is not provided and a driver is available, SCUSD agrees to pay a rush fee of \$50.00 for the driver or drivers provided by MTS.
2. Pay MTS an hourly rate of \$55.00 per hour for 1-10 drivers with a minimum of 7 hours on duty, per temporary driver; per day. For additional drivers beyond 10; the billing rate will be \$50.00 per hour with a minimum of 7 hours on duty; per driver; per day.
3. Pay MTS a Daily Commute Fee rate of \$20.00 per day, per driver.
4. Pay MTS a one-time Proficiency Training/Route Dry Run Fee rate of \$35.00 per driver hour; per driver. (Required by law)
5. Pay MTS a driver cancellation fee of 50% if notification of cancellation is given less than 24 hours in advance of the appearance time, or if driver shows up, but is not needed for any reason. (Rate will be determined based upon a 7 hour minimum schedule.)



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6. Acknowledge that rates are subject to change at any time.
7. SCUSD will provide any temporary driver with all legally required meal and rest breaks in compliance with applicable laws, and will not include in its timekeeping records as compensable time.
8. Add temporary driver and MTS as an additional insured to SCUSD's vehicle policy; limited to SCUSD exposure only while MTS temporary drivers are operating SCUSD vehicles.
9. Add temporary driver(s) to company EPN program as recommended by CHP & DOE. Temporary driver are on MTS EPN (pull notice) program and copies will be provided upon request to SCUSD.
10. Provide MTS with copy of SCUSD's Certificate of Insurance.
11. Verify and sign each temporary driver's weekly timesheet and transmit to MTS designee at the end of each shift to ensure MTS has information so it can properly pay wages to the temporary driver(s).
12. Comply with DOT limits on hours worked by temporary drivers and all labor code statutes regarding the temporary drivers' right to have a work place free from discrimination, harassment and work place violence. All other statutes are the responsibility of MTS as an employer.
13. Report any personnel issues, accidents, or other disciplinary actions to MTS designee immediately.
14. Make no offer of direct employment to temporary employee(s) without first contacting and gaining prior approval and authorization of MTS' designee during or within 365 days of termination of temporary employee's assignment to SCUSD. If SCUSD hires any such temporary employee, instructors and/or maintenance personnel, associated with this contract, within 365 days of the termination of that temporary employee's assignment, SCUSD will owe and pay MTS \$15,000.00 (per incident)
15. SCUSD agrees to maintain MTS as the primary and first choice employer of temporary driver. SCUSD acknowledges and agrees that, due to the nature of the transportation industry, there may be occasional interruptions of temporary driver services requiring the immediate return of the temporary driver to MTS. In the event such a scheduling conflict should arise, SCUSD agrees to "release" the temporary employee to MTS immediately. MTS will make a "good faith" effort to replace the temporary driver with another temporary driver as soon as possible.



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16. Acknowledge and agree that the operation of SCUSD's vehicles by the temporary drivers is not a joint venture, and that no joint venture has been entered into.

17. Recognizes all invoices as due and payable upon receipt.

INDEMNIFICATION

The Parties hereto expressly acknowledge and agree that under the terms of this Agreement, MTS shall only provide temporary drivers to SCUSD, and will not be supplying vehicles, equipment or transportation services. All temporary drivers provided to SCUSD pursuant to the terms of this Agreement will thereafter be solely under the direction, control and supervision of SCUSD management during all work shifts, and shall operate SCUSD's vehicles and equipment as instructed by management. As such, to the fullest extent allowed by law, and as a material inducement to MTS to enter into this Agreement, SCUSD agrees to hold harmless and indemnify MTS, its Board of Directors, owners, shareholders, officers, agents, administrators, employees, insurers, predecessors, successors and assigns, from and against any and all losses, expenses, claims, demands, injuries, damages, obligations, liabilities, lawsuits, actions, causes of action, judgments, liens and costs, including reasonable attorneys' fees and costs, arising out of or in connection with, either directly or indirectly, any act or omission of MTS, its employees, subcontractors and/or agents, and specifically the MTS temporary drivers, in all matters related to the performance of any Services under this Agreement.

IN WITNESS WHEREOF, the Parties hereto acknowledge and agree to the terms and conditions contained herein and have executed this Agreement to Provide Temporary Staffing Services as of January 9, 2015.

Michael's Transportation Service, Inc.

Sacramento City Unified School District

By: _____

By: Cathy Allen

Print Name: _____

Print Name: Cathy Allen

Title: _____

Title: Chief Operations Officer

Date: _____

Date: Aug 5, 2015

Billing Address:

Billing Contact

Address

City, State, Zip Code