

**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

EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
-------------------	--------------------	---------------

BUSINESS SERVICES

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 w	e.3(w)9.1.1(A)2.will
-----------------------	---	-----------------------



Michael's Transportation Service

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

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

II. WHEREAS, SCUSD is a public school district operating a fleet of school buses and school vans, and MTS is a transportation provider that provides temporary staffed drivers to SCUSD, and the parties have entered into this Agreement to Provide Temporary Staffing Services;

III. THE PARTIES HAVE AGREED TO THE FOLLOWING TERMS:

1. **Term of Agreement:** This Agreement shall commence on 09/01/13 and shall continue until terminated by either party with 60 days written notice.

2. **Service:** MTS shall provide temporary staffed drivers to SCUSD who are trained and licensed Class B CDL and/or Class B drivers with School Bus/SPAB certificates.

3. **Rate:** The hourly rate for temporary staffed drivers shall be \$18.00 per hour, plus applicable taxes and benefits.

4. **Availability:** MTS shall maintain a pool of temporary staffed drivers available for SCUSD's use.

5. **Termination:** Either party may terminate this Agreement with 60 days written notice.

6. **Assignment:** MTS shall assign temporary staffed drivers to SCUSD based on SCUSD's needs.

7. **Confidentiality:** The parties shall maintain the confidentiality of this Agreement and its terms.

8. **Entire Agreement:** This Agreement shall constitute the entire agreement between the parties.

9. **Force Majeure:** This Agreement shall be subject to the terms and conditions of the Standard Terms and Conditions of MTS.

10. **Assignment of Rights:** MTS shall assign all of its rights and obligations under this Agreement to its affiliates.

11. **Notices:** All notices shall be in writing and shall be delivered to the following addresses:

Michael's Transportation Service, Inc.
140 Yolano Dr.
Vallejo, CA 94589
Phone: 707-643-2099
Fax: 707-643-1906

Sacramento City Unified School District
400 N. Broadway
Sacramento, CA 95811
Phone: 916-486-5000
Fax: 916-486-5001

Michael's Ratio Service

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

provided 48 hour notice is provided, as 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



Michael's Resolution Service

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

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 in



Michael's Transportation Service

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

- 6. 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 CUP & DOE

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,**

ic ae 's r s o io Se ice

14. ~~_____~~

16. _____ 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 indemnify _____ SCUSD _____

18. _____
