



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT-
FIRST STUDENT SPECIAL EDUCATION
TRANSPORTATION SERVICES AGREEMENT
AMENDMENT

File ID Number: 16-1593
Introduction Date: 6/22/16
Enactment Number: 16-1209
Enactment Date: 6/22/16
By: OD

SPECIAL EDUCATION SCHOOL BUS TRANSPORTATION SERVICES AGREEMENT
AMENDMENT NO. 1

This Amendment is effective the 1st day of July 2016, by and between Oakland Unified School District, with principal offices at 1000 Broadway, Oakland, California 94607 (hereinafter, "the District"), and First Student, Inc., with its regional business offices at 13200 Crossroads Parkway, Suite 450, City of Industry, California 91746 and local business offices for purposes of this Agreement located at 333 Filbert Street, Oakland, California 94607 (hereinafter, "First Student").

WITNESSETH

WHEREAS, the District selected First Student to provide special education pupil transportation services described herein;

WHEREAS, First Student desires to provide such transportation services; and

WHEREAS, on May 28, 2014, by Enactment No. 14-0905, the District Board of Education approved a contract for transportation services for special education students with First Student, Inc. ("Agreement"). The term of said Agreement began on August 1, 2014, and expires on July 31, 2018, unless the parties to the Agreement agree in writing to extend the Agreement pursuant to Section 1.1 of the Agreement;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree to amend the following Sections of the Agreement effective July 1, 2016 as follows:

SECTION 1: TERM

- 1.1 Agreement Term: The term of this Agreement shall commence July 1, 2016 and shall continue through July 31, 2018. This Agreement may be extended by mutual written agreement for up to two (2) additional one-year periods based on First Student's satisfactory service/performance, subject to terms and conditions set forth in this Agreement. For purposes of this Agreement, the term "Contract Year" shall mean each one-year period commencing on July 1 of each year during the term of this Agreement.

SECTION 3: TRANSPORTATION RATES, COMPENSATION AND BILLING

- 3.1 Payment for Services: In consideration for services rendered hereunder, the District shall pay to First Student all sums due and owing and calculated in accordance with the rates set forth in Exhibit A attached to and incorporated into this Amendment to the Agreement and the Agreement, as may be adjusted pursuant to the provisions herein.

3.1.1 2016-2017 School Year

The Rate Schedule, as set forth in Exhibit A is amended to provide for a rate increase of 16% for the 2016-2017 school year, effective July 1, 2016, which amended rates are set forth in amended Exhibit A.

First Student agrees to implement a starting driver pay rate of at least \$19 per hour effective August 1, 2016 for all drivers, including standby, backup and fill-in drivers, performing any services to the District under the Agreement.

3.1.2. 2017-2018 School Year

Effective July 1, 2017, the Rate Schedule is amended to provide for a rate increase of 14.3% of the 2016-2017 school year rates, which amended rates are set forth in amended Exhibit A.

SECTION 5: RATE ADJUSTMENTS

- 5.1 Calculation of Rate Adjustments: All rates set forth in Exhibit A of this amendment will be subject to upward (but not downward) adjustment once each year, commencing June 30, 2017, and on each June 30th thereafter, such adjustment shall be based on the percentage increase or decrease in the "Consumer Price Index - All Urban Consumers" for the area: "San Francisco-Oakland-San Jose," as reported by the U.S. Department of Labor for the June-to-June period immediately preceding the adjustment date. Consumer Price Index ("CPI") adjustments: (i) shall not in any event result in a decrease in rates; and (ii) shall be in addition to, and not in lieu of, the 14.3% rate increase effective as of July 1, 2017. The rate adjustment will be one hundred percent (100%) of the increase (but not decrease) of such CPI change, but not to exceed five percent (5%). The rate adjustment formula shall be applicable to the Base Cost per student and the excess hours and miles charged as set forth in amended Exhibit A, and shall be computed in accordance with the following formula:

$$R = I + (I * f)$$

Where **R=** Revised rate for any subsequent year, applicable to the Base Cost Bid and excess hours and miles charged.

I= Initial Rate (base cost, as per First Student's bid and subsequent revised rate).

f= One hundred percent (100%) of the annual increase or decrease of the "Consumer Price Index - All Urban

Consumers” for the area: “San Francisco-Oakland–San Jose,” as reported by the U.S. Department of Labor for the June-to-June period immediately preceding the adjustment date.

If the approved Consumer Price Index (CPI) is negative resulting in a downward price adjustment, the CPI shall be disregarded.

SECTION 16: EQUIPMENT AND SUPPLIES

- 16.14 Fuel: First Student shall purchase at its own cost, inclusive of all fuel taxes, all fuel required for the operation of buses under this Agreement. However, fuel prices are assumed at \$3.00 per gallon. Should First Student’s cost of fuel exceed \$3.00 per gallon including taxes, the District will reimburse First Student the excess cost. First Student will provide documentation substantiating its fuel costs upon written request of the District.

SECTION 19: TERMINATION

- 19.1 Termination of Agreement for Convenience:

Either party may terminate the Agreement ***without cause*** at any time with one-hundred eighty (180) days written notice to the other party. Should First Student terminate this Agreement for convenience, First Student agrees to provide reasonable transition services for an additional sixty (60) days beyond the initial 180 days to the District and any other designee at the then-current contractual rates.

SECTION 21: LIQUIDATED DAMAGES

Section 21 of the Original Agreement (Liquidated Damages) is deleted in its entirety from this Amendment.

SECTION 26: NOTICE TO PARTIES

- 26.1 Notices: All notices provided for under this Amendment to the Agreement and Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party’s designated contact. Notice shall be effective when received if personally served or, if mailed, three days after mailing.

Notices to the District shall be addressed to:

Oakland Unified School District
Attn: Kimberly Raney (or, Director of Transportation)
Oakland Unified School District

1000 Broadway, Suite 440
Oakland, CA 94607
Fax No. : (510) 874-3687

Oakland Unified School District
Attn: Office of the General Counsel
1000 Broadway Suite 680
Oakland, CA 94607
Phone No. : (510) 879-8535
Fax No. : (510) 879-4046

Notices to First Student shall be addressed to:

First Student
Area General Manager
333 Filbert Street
Oakland, CA 94607-2529
ATTN : John Olivares
Fax No. : 510-628-0095
Email : john.olivares@firstgroup.com

With a copy to :

FirstGroup America, Inc.
600 Vine Street, Suite 1400
Cincinnati, OH 45202
ATTN : General Counsel
Fax No.: (513) 362-4537
Email : mike.petrucchi@firstgroup.com

SECTION 27: ENTIRE AGREEMENT

- 27.1 Entirety of Agreement: This Amendment to the Agreement, as well as the Original Agreement, constitute the entire agreement between the District and First Student concerning the subject matter hereof. There are no representations, either oral or written, between the District and First Student other than those contained in this Agreement. All understandings, agreements, covenants, and representations express or implied, oral or written between Parties are contained and merged herein. No other agreements, covenants, representations, express or implied, oral or written have been made between the Parties concerning the subject of this Amendment. This is an integrated agreement. It may not be altered, modified, or otherwise changed in any respect except in a writing signed by each party.

SECTION 28: COMPLIANCE WITH LAW; LICENSES AND PERMITS

28.2 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this Agreement, certifies that First Student does not appear on the Excluded Parties List found at <https://www.sam.gov/portal/public/SAM>.

SECTION 29: PLACE OF CONTRACT AND CONTROLLING LAW

29.1 Controlling Law: This Amendment to the Agreement and the Agreement shall be governed by the laws of the State of California, excluding California's conflict of laws rules. All references in this Agreement to the "state" shall mean the State of California. All regulations, laws and requirements of the state shall mean the regulations, laws or requirements of the State of California.

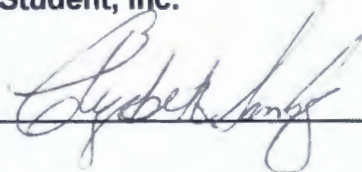
29.2 Venue: First Student and the District agree that the legal venue for any and all litigation relative to the formation, interpretation and performance of this Amendment to the Agreement and the Agreement is vested in Alameda County, California, without resort to conflict of laws.

SECTION 30: AUTHORITY

28.1 Parties Authorized to Enter Amendment to Agreement: Both parties warrant that they are properly authorized to enter into this Amendment to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement on the day and year first hereinabove written.

First Student, Inc.

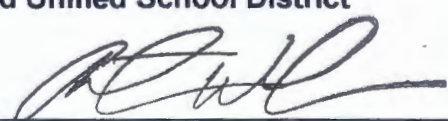
By:  _____

Name: Liz Sanchez

Title: Senior Vice-President

Date: 6/22, 2016

Oakland Unified School District

By:  _____


Name: Antwan Wilson

Title: Superintendent & Board Secretary

Date: 6/23, 2016

Approved as to Form


6/23/16
Ben Hood
FirstGroup America, Inc.
Associate General Counsel


6/22/16
Michael L. Smith
Oakland Unified School District,
Deputy General Counsel

AMENDED EXHIBIT A

RATE SCHEDULE FOR JULY 1, 2016 TO JUNE 30, 2017

1. Home to School Transportation (per IEP) for Regular School Year and Extended School Year Program:

LOCAL – Within Alameda County

Rate per pupil per day (ambulatory): \$27.52

Rate per pupil per day (wheelchair): \$51.99

OUT OF THE AREA – Greater Bay Area outside of Alameda County

Rate per pupil per day (ambulatory)*: \$92.80*

Rate per pupil per day (wheelchair)*: \$98.60*

* Minimum of four (4) students required, otherwise rate will be based upon negotiated actual miles and hours.

2. Field Trip Rate with trip as specified by special request, on equipment in normal use for the above service:

Ambulatory

Cost per hour of service: \$82.94

Wheelchair

Cost per hour of service: \$87.00

RATE SCHEDULE EFFECTIVE JULY 1, 2017

1. Home to School Transportation (per IEP) for Regular School Year and Extended School Year Program:

LOCAL – Within Alameda County

Rate per pupil per day (ambulatory): \$31.46

Rate per pupil per day (wheelchair): \$59.42

OUT OF THE AREA – Greater Bay Area outside of Alameda County

Rate per pupil per day (ambulatory)*: \$106.07*

Rate per pupil per day (wheelchair)*: \$112.70*

* Minimum of four (4) students required, otherwise rate will be based upon negotiated actual miles and hours.

2. Field Trip Rate with trip as specified by special request, on equipment in normal use for the above service:

Ambulatory

Cost per hour of service: \$94.80

Wheelchair

Cost per hour of service: \$99.44