

Board Office Use: Legislative File Info.	
File ID Number	14-1474
Introduction Date	6-25-14
Enactment Number	14-1209
Enactment Date	6-25-14 <i>Y</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Gary Yee, Ed.D., Superintendent and Secretary, Board of Education
Sheilagh Andujar, Associate Superintendent, Programs for Exceptional Children

Board Meeting Date June 25, 2014

Subject Approval by the Governing Board of the letter contract between the District and Durham School Services

Action Requested Approval by the Governing Board of the letter contract between the District and Durham School Services ("Durham") to provide special education transportation ("SET") services for students in special education for the Extended School Year ("ESY") 2014 (*i.e.*, June 23-July 18, 2014).

Background The District's current contract with Petermann Northwest, LLC (*see* OUSD Enactment No. 09-0439 [contract] and OUSD Enactment No. 12-1703 [Amendment No. 1 to contract]), expires on June 30, 2014, only six (6) days into the 18 school days of ESY 2014. In addition, the District is switching long-term SET services to an entirely different company effective August 1, 2014, when the new SET provider has the drivers and buses to take over such services. The District has no other viable, more cost-effective alternatives for servicing its special education students' transportation needs during the entirety of ESY 2014 unless Durham's letter contract is approved.

Discussion The District is required by law to provide transportation to a special education student when an IEP team determines that transportation is needed in order for a student to access his/her Free and Appropriate Public Education ("FAPE"). This includes those students who are deemed to require ESY schooling services.

Recommendation Approval by the Governing Board of the letter contract between the District and Durham to provide SET services for students in special education for ESY 2014 (*i.e.*, June 23-July 18, 2014).

Fiscal Impact Funding Resource: Special Education – 7240; Not to exceed \$700,000.

Attachments


- Amendment No. 2 to Agreement with Durham School Services

Amendment No.2 to Agreement and Agreement with Durham School Services
For Transportation Services for Oakland Unified School District's
Programs for Exceptional Children
Summer 2014

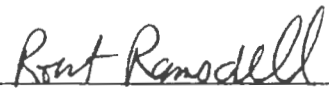
1. By Enactment No. 09-0439, as amended by Enactment No. 12-1703, the Oakland Unified School District Board of Education approved a contract for transportation services for special education students ("Agreement"). The term of said Agreement expires on June 30, 2014. The purpose of this Amendment is to provide for transportation services for special education students for the summer of 2014, specifically for the term from June 23, 2014 through July 18, 2014.
2. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or CONTRACTOR according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, verifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>
3. This Amendment No. 2 to the Agreement and the Agreement, as well as the May 28, 2014 Letter from Durham Transportation Services (which alters only the pricing for transportation services as provided for in the Agreement), attached hereto as Exhibit A, constitute the entire understanding and agreement between the Parties. To the extent any terms in the agreement conflict with those in Exhibit A, Exhibit A will control.
4. All understandings, agreements, covenants, and representations express or implied, oral or written between the Parties are contained and merged herein. No other agreements, covenants, or representations, express or implied, oral or written, have been made by or 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

Oakland Unified School District

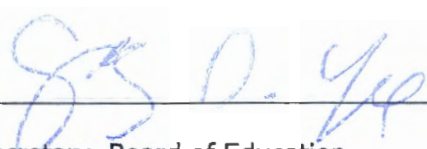
Durham School Services, L.P.



President, Board of Education
Oakland Unified School District
Date: 6-26-14

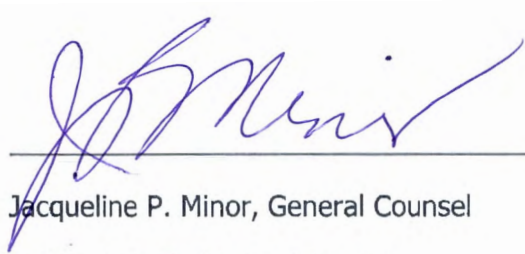


Title: Chief Operating Officer
Date: June 11, 2014



Secretary, Board of Education
Oakland Unified School District
Date: 6-26-14

Approved as to form & content:



Jacqueline P. Minor, General Counsel
Oakland Unified School District
Date: 6/11/14

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Rv:

EXHIBIT A



May 28, 2014

Michael L. Smith, Esq.
Trial Attorney
Office of the General Counsel
Oakland Unified School District
1000 Broadway, Suite 398

Dear Mr. Smith,

In response to your request for Durham School Services to provide summer school transportation beyond the term of our current agreement, we have reviewed our cost of operation during summer school, taking into account we will not be providing service for you next school year. As we mentioned in our earlier phone conversation, taken out of the context of a full school year and run alone, summer school is very unprofitable. In essence, it is subsidized by the revenue we receive during the regular school year. As a result, we cannot operate summer school this year at the rates in the current contract.

To confirm the conversation I had with Mary Conner this afternoon, Durham School Services is able to provide summer school transportation to the district for a minimum charge of \$633,000 for a maximum of 95 routes. Should additional routes be required, they will be billed to the district on a "per route, per day" rate of \$352 each.

Please sign and return below to accept the terms listed above.

DURHAM SCHOOL SERVICES, L.P.

OAKLAND UNIFIED SCHOOL DISTRICT

By: Durham Holding II, L.L.C.,
Its general partner

By: Robert Ramsdell

Name: ROBERT RAMSDELL

Title: CHIEF OPERATING OFFICER, WEST

Date: MAY 28, 2014

By: David Kakishiba

Name: David Kakishiba

Title: President, Board of Education

Date: 6-26-14

We have enjoyed our time serving the Oakland Unified School District and look forward to the opportunity to work with you again in the future.

Mary Yee, Ed.D.
Secretary, Board of Education

Sincerely,

Bob Ramsdell
Chief Operating Officer, West