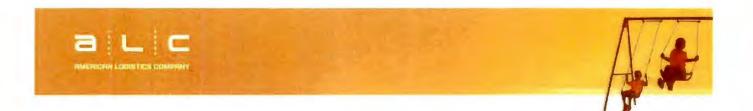
Board Office Use: Leg	sislative File Info.
File ID Number	11-3116
Introduction Date	1-25-12
Enactment Number	12-0117
Enactment Date	1-25-12



Community Schools, Thriving Students

Memo	$\langle \ \cap$
То	The Board of Education
From	Tony Smith, Ph.D., Superintendent By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action Vernon Hal, Deputy Superintendent, Business & Operations
Board Meeting Date (To be completed by Procurement)	1-25-12
Subject	Professional Services Contract -
	American Logistics Santa Ana CA (contractor, City State) Programs for Exceptional Children (site/department)
Action Requested	Approval of a professional services contract between Oakland Unified School District and <u>American Logistics</u> . Services to be primarily provided to <u>Programs for Exceptional Children</u> for the period of 07/01/2011 through 06/30/2012.
Background A one paragraph explanation of why the consultant's services are needed.	Some students' Free and Appropriate Public Education requires accessing special education services/programs in another district. In these cases, the district of residence is responsible for transporting students to the recommended school site. The District's contract with the school bus company only covers transport to schools within the Oakland Unified School District. A contract with a company that provides an alternative transportation method ensures that all students are provided transportation to their special education program in the most cost effective manner possible.
Discussion One paragraph summary of the scope of work.	A contract for services between OUSD and American Logistics, Santa Ana, CA, for the latter to provide transportation services as requested by the District each school day to follow school calendar. American Logistics uses reasonable efforts to coordinate transportation of students including the pick up and drop off times and locations during each school day to ensure that the student will arrive to school and home on time.
Recommendation	Approval of professional services contract between Oakland Unified School District and <u>American Logistics</u> . Services to be primarily provided to <u>Programs for Exceptional Children</u> for the period of 07/01/2011 through <u>06/30/2012</u> .
Fiscal Impact	Funding resource name (please spell out) Transportation
Attachments	 Professional Services Contract including scope of work Fingerprint/Background Check Certification Commercial General Liability Insurance Certification TB screening documentation Statement of qualifications



INDEPENDENT CONTRACTOR AGREEMENT FOR THE PROVISION OF TRANSPORTATION SERVICES

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is entered into as of July 1, 2011 between American Logistics Company, LLC ("Contractor") and the Oakland Unified School District (the "District"), with the following facts:

- A. Certain special education student(s) of the District require transportation to and from school and/or other transportation services as requested by the District.
- B. The District will reimburse the Contractor for the provision of such services, in accordance with the terms and provisions of this Agreement.

NOW THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Contractor Services

District may request, from time to time, that Contractor perform transportation services, which Contractor may agree to perform. To the extent accepted by Contractor, Contractor agrees to provide such transportation services and District agrees to pay Contractor in accordance with the provisions of this Agreement. The Contractor's services provided pursuant to this Agreement are sometimes referred to herein as the "Services."

2. Term

The term of this agreement shall commence on July 1, 2011 and shall terminate June 30, 2013, unless terminated by either party upon 90 days prior written notice. If Contractor terminates this Agreement and if the cost to the District of providing substantially similar services as provided in this Agreement exceeds the cost provided for in this Agreement, Contractor shall pay the additional cost, not to exceed ten percent (10%) of the annual contract value.

3. Fees for Service

The Contractor shall be paid the agreed sum based on fees outlined on Attachment 1. The Contractor shall invoice the District for the provision of the Services on a monthly basis and shall be paid therefore within thirty (30) days after the District's receipt of the Contractor's invoice for the provision of the Services for the relevant month. Any payment not received by Contractor within said thirty (30) day period shall accrue interest at the rate of one and one-half percent per month commencing with the date of the invoice until payment is actually received by Contractor.



4. Vehicles

The Contractor agrees to supply, at its sole cost and expense, such vehicles, (the "Vehicles") as may be necessary to lawfully perform the Services. All such Vehicles shall fully comply with all applicable laws and regulations. The Contractor shall be solely responsible for all Vehicles used in transporting students.

5. Contractors Personnel

The Contractor shall, at its sole cost and expense, provide qualified and properly licensed personnel as required by laws and regulations and as deemed appropriate by the Contractor to perform the Services. While Contractor may use independent contractor drivers to provide Services under this Agreement, Contractor shall at all times remain responsible for the provision of Services under this Agreement. The Contractor expressly represents and warrants to the District that its personnel, including independent contractor drivers, are trained, tested and properly licensed to perform the Services.

6. Contractors Insurance

The Contractor shall at its sole cost and expense obtain and maintain in full force and effect during the term of this agreement general liability and automobile (common carrier) insurance issued by insurance companies licensed to do business with minimum limits of One Million Dollars (\$1,000,000), Combined Single Limit. The District shall be named as an additionally insured of the policy or policies and shall be furnished with a certificate of insurance (COI) requiring notice to District of at least thirty (30) days prior to cancellation of any such policy or policies (except 10 days for non-payment).

7. Fingerprint Clearance

To the extent required under applicable law, rule or regulation applicable to the provision of Services, the Contractor shall require each employee or independent contractor driver in a position requiring contact with students to be fingerprinted and cleared by the state Department of Justice (DOJ) and Federal Bureau of Investigations (FBI) verifying that none of its employees and independent contractor drivers has been convicted of or pleaded nolo contendre to a felony or any sex offense.

8. Health and Safety (Tuberculosis Testing)

To the extent required under applicable law, rule or regulation applicable to the provision of Services, the Contractor shall require that all independent contractor drivers and other individuals who may come in contact with student(s) provide verification of having been tested for tuberculosis (TB) and cleared to work with students, as evidenced by a state licensed



medical doctor's signature. The Contractor shall keep a copy of said information in the independent contractor driver or employee file.

9. Drug and Alcohol Testing

To the extent allowed under applicable law, rule or regulation applicable to the provision of Services, the Contractor shall require that all employees and independent contractor drivers and other individuals who may come in contact with student(s) shall be subjected to pre-employment or pre-contract, just cause and on-going random drug and alcohol testing in accordance with the requirements of federal law. Contractor agrees to immediately dismiss any employee or independent contractor driver who tested positive for drugs or alcohol in violation of applicable law, rule or regulation.

10. Assignment of Contractor's Rights

Except as it relates to the hiring of independent contractor drivers, the Contractor shall have no right to assign its rights or obligations under this Agreement, it being understood that this is a personal services agreement.

11. Indemnity of the District

The Contractor hereby agrees to indemnify defend and hold the District, its Board Members, employees, agents, officers and assigns, free and harmless from and against all claims, causes of action, liabilities, damages, expenses and costs (including, but not limited to, attorney fees and court costs) arising out of (a) any injury to any person or property sustained by the District and/or the Contractor and/or any student(s), or any other third party, in connection with the provision of the Services, however caused, and (b) any injury to any person or property sustained by any person or entity which is caused or alleged to be caused by any act, neglect, fault or omission on the part of the Contractor in connection with the provisions of the Services, whether or not said injury or damage occurs on or off District property.

12. Independent Contractor

In providing the Services, the Contractor shall be and act as an independent contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of the District. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. The Contractor understands and agrees that as an independent contractor, it will not be eligible to participate in any benefits or privileges given or extended by the District to its employees. The Contractor shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any



consideration paid pursuant to this Agreement, as well as any interest, penalties or other sums due thereon and shall indemnify, defend and hold the District, its Board Members, Officers, employees and agents free and harmless therefrom.

13. Non-Solicitation

District agrees during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, District will not, directly or indirectly, or by acting in concert with others, employ, attempt to employ, or solicit for employment, any employee, independent contractor or other person who has performed services for Contractor during the one (1) year period preceding the date of this Agreement and thereafter.

14. Notices

All notices or other communication required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile or email transmission followed by delivery of a "hard" copy, and shall be deemed received upon the date of receipt thereof.

To District:	Katy Babcock, SELPA Coordinator Oakland Unified School District 2850 West Street Oakland, CA 94608
To Contractor:	Craig Puckett, President American Logistics Company, LLC 520 W Dyer Road, Santa Ana, CA 92707 Ph (866) 999-3371 Fax (714) 891-2502

Notice of change of address shall be given by written notice in the manner detailed in this paragraph 14.

15. Entire Agreement

This Agreement and the attached proposal constitute the entire Agreement between the parties with respect to the provision of the Service and may not be amended except by a writing signed by each of the parties.

16. Waivers

The waiver by either party of a breach or violation of any provisions of this agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.

17. Attorney Fees

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In the event that either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorney fees in the judgment rendered in such action.

18. Severability

In the event any of the provisions, or portions, or portions thereof, of this Agreement is held to be unenforceable or invalid, by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it shall not be affected.

19. Further Acts

Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of this Agreement.

20. Counterparts

This Agreement may be signed in one (1) or more counterparts, each of which shall constitute an original but all of which together shall be one (1) and the same document.

1/26/12

President, Board of Education Oakland Unified School District

1/20/2

Secretary, Board of Education Oakland Unified School District

LEGISLATIVE FILE File ID Number 1/-3116Introduction Date 1-25-12Enactment Number 12-01/7Enactment Date 1-25-12

Approved As to Form







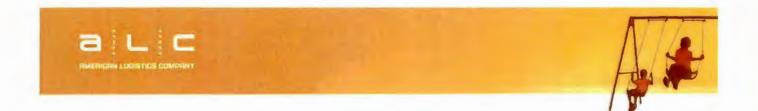
Jacqueline Minor, General Counsel

CONTRACTOR

By:	Craig Puckett
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Its: President

Signed:



ATTACHMENT 1 - Fees for Service

- Contractor shall be paid per one-way route in accordance with the following pricing formula:
 - a. \$35.00 Trip fee*; plus
 - b. \$2.50 per mile,
 - c. \$20.00 per wheelchair (if needed); plus
 - d. \$5.00 per car seat (if needed), plus
 - e. \$60.00 trip minimum applies; plus
 - f. \$60.00 per hour Wait Time (reimbursed at \$5.00 per 5 minute increment)

* A trip could be one student or up to 7 students in a vehicle

Example: 5 students, 1 in a car seat, going to school, 13 miles

2. 3.	Trip fee (1 X \$ 35.00) Mileage (13 X \$ 2.50) Wheelchair (0 X \$ 20.00) Car Seats or Safety Restraint (1 X \$ 5.00)	= \$ 35.00 = \$ 32.50 = \$ 0.00 = \$ 5.00
т.	Route Cost (one-way)	= \$ 82.50
	Roundtrip x 2 Cost per student per day	=\$ 165.00 =\$ 33.00

Mileage charges are based on actual miles as determined by MapQuest®. The mileage is based on the route from the pickup farthest away from the destination to the next pick up and so on. The Contractor shall be responsible for plotting the routes collectively, and individually using Contractor's proprietary School Dispatch Software. The routes shall be plotted in the most efficient sequence using the MapQuest's fastest route directions to determine miles for each leg of the trip. Each leg of the trip shall be rounded up to the nearest quarter mile. All trip legs shall be totaled and rounded up to the nearest whole mile for the purpose of determining the mileage for each trip.

Under no circumstances will the District be required to pay for mileage to a pick up or destination other than those authorized by the District.



2. Fuel Surcharge

When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. Thus, if the price of gasoline, according to the gasoline price index, is \$5.20, the increase would be 30% of 20 cents, or 6 cents. The gasoline price index to be used shall be found under the category of "California Regular Reformulated Retail Gasoline Prices (Cents per Gallon) on the following website: http://www.eia.doe.gov/oil gas/petroleum/data publications/wrgp/mogas home page.ht ml

3. Invoicing

The invoice shall contain this level of detail and additionally will separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. ALC requires 24 hour notice to remove a student from the route.

The district may access a detailed copy of each route including the mileage for each leg of the trip from the Contractor's website.

4. When Routes Change or Students are Added or Removed

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor's School Dispatch Software as described above in the most efficient manner based on the information known to the contractor at that time.

Routes will be optimized from time to time as deemed necessary by the Contractor or requested by the District. Routes will not be optimized more than once in a month.

If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.

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INSURED: American Logistics Company, LLC

COMPANY: Gemini Insurance Company

POLICY #: VCGP019536

POLICY PERIOD: 9/1/2011

TO 9/1/2012

EFFECTIVE DATE: 09/01/2011

CG 2026 12 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Oakland Unified School District

A FLAT FULLY EARNED ADDITIONAL PREMIUM OF \$ APPLIES.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability caused by your ongoing operations performed for that insured or premises owned by or rented to you. A person's or organization's status as an insured under this endorsement ends when "your work" for that insured is completed. This insurance does not apply to liability caused by the sole negligence of any additional insured.

CG 2026 12 04

Page 1 of 1

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Subject ACORD 25 (2010/05)

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INSURED: American Logistics Company, LLC COMPANY: Gemini Insurance Company POLICY #: VCGP019536

POLICY PERIOD: 9/1/2011 EFFECTIVE DATE: 09/01/2011 TO 9/1/2012

CG 2026 12 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Oakland Unified School District

A FLAT FULLY EARNED ADDITIONAL PREMIUM OF S APPLIES.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability caused by your ongoing operations performed for that insured or premises owned by or rented to you. A person's or organization's status as an insured under this endorsement ends when "your work" for that insured is completed. This insurance does not apply to liability caused by the sole negligence of any additional insured.

CG 2026 12 04

Page 1 of 1



Community Schools, Thring Students PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

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-						Budget	Infor	mation		-				
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	If you an	e planning to r	nulti-fund	d a contract i	using LEP	funds, plea	ase coi	ntact the Sta	ate and	d Fed	eral Offic	e <u>before</u> comple	eting requisition.	
R	If you and esource #	Resource		d a contract i	using LEP I		ase col g Key	ntact the St	ate ano	d Fed		e <u>before</u> comple Object Code	eting requisition.	
R			Name	d a contract i	using LEP	Or			ate and	d Fed				
R	esource #	Resource	Name	d a contract (using LEP i	Or	g Key		ate ano	d Fed		Object Code	Amount	
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	Resource # 7240	Resource Transpor	Name tation	d a contract i	using LEP 1	Or	g Key	4				Object Code 5825	Amount \$ 400,000.00 \$ \$	
	esource #	Resource Transpor	Name			Or 9999	g Key 00030	4 Total C	ontra	ict Ai	mount	Object Code 5825 5825	Amount \$ 400,000.00 \$	
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