

**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**

Contractor

Description

Amount

### **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

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# 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. SCUSD shall provide MTS with a minimum of 100 Class B CDL and/or Class B drivers with School Bus/SPAB certificates for the period of 12 months, commencing on 10/1/11 and ending on 9/30/12.

MTS shall provide the following services to SCUSD:

- 1. Provide a minimum of 100 Class B CDL and/or Class B drivers with School Bus/SPAB certificates for the period of 12 months, commencing on 10/1/11 and ending on 9/30/12.
- 2. Provide a minimum of 100 Class B CDL and/or Class B drivers with School Bus/SPAB certificates for the period of 12 months, commencing on 10/1/11 and ending on 9/30/12.
- 3. Provide a minimum of 100 Class B CDL and/or Class B drivers with School Bus/SPAB certificates for the period of 12 months, commencing on 10/1/11 and ending on 9/30/12.
- 4. Provide a minimum of 100 Class B CDL and/or Class B drivers with School Bus/SPAB certificates for the period of 12 months, commencing on 10/1/11 and ending on 9/30/12.
- 5. Provide a minimum of 100 Class B CDL and/or Class B drivers with School Bus/SPAB certificates for the period of 12 months, commencing on 10/1/11 and ending on 9/30/12.
- 6. Provide a minimum of 100 Class B CDL and/or Class B drivers with School Bus/SPAB certificates for the period of 12 months, commencing on 10/1/11 and ending on 9/30/12.
- 7. Provide a minimum of 100 Class B CDL and/or Class B drivers with School Bus/SPAB certificates for the period of 12 months, commencing on 10/1/11 and ending on 9/30/12.
- 8. Provide a minimum of 100 Class B CDL and/or Class B drivers with School Bus/SPAB certificates for the period of 12 months, commencing on 10/1/11 and ending on 9/30/12.
- 9. Provide a minimum of 100 Class B CDL and/or Class B drivers with School Bus/SPAB certificates for the period of 12 months, commencing on 10/1/11 and ending on 9/30/12.
- 10. Provide a minimum of 100 Class B CDL and/or Class B drivers with School Bus/SPAB certificates for the period of 12 months, commencing on 10/1/11 and ending on 9/30/12.

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

[REDACTED]

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

[REDACTED]



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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 parties to

[REDACTED]

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



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- 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 CLP & 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,**

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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 \_\_\_\_\_

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## INDEMNIFICATION

The Parties hereto expressly acknowledge and agree that under the terms of this Agreement, MTS shall indemnify \_\_\_\_\_ SCUSD \_\_\_\_\_

\_\_\_\_\_

18. \_\_\_\_\_

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