

City of Brisbane

Agenda Report

To: City Council via City Manager

From: Stuart Schillinger, Administrative Services Director

Subject: Approve Agreement between Jefferson Union High School District (JUHSD) and the City of Brisbane for the FY 2017/18 Bus Service from Brisbane to Oceana and Terra Nova High Schools.

Date: July 20, 2017

Purpose:

Ensure High School students in Brisbane have a safe and reliable method to get to and from any High School within the Jefferson Union High School District.

Recommendation:

Approve the attached agreement between JUHSD and the City of Brisbane.

Background:

In 2010, due to financial considerations, the Jefferson Union High School District decided not to provide bus service to and from Brisbane to Terra Nova and Oceana High Schools. Prior to that time the City paid the school \$30,000 a year to support the regular bus service and \$23,500 to fully fund the late bus. In 2010 the School District said the full cost of both services were approximately \$110,000 and given other reductions in revenues the District could no longer afford the additional \$57,000 a year in costs.

Staff contracted with CYO to provide bus service at a cost of \$81,000 a year starting in the school year of 2010/11. This service has been in effect with annual increases in cost through the school year of 2015/16. The current cost of the service is approximately \$98,000 a year a portion of which (about \$12,000) is recovered in fees.

At the end of the 15/16 school year CYO contacted staff and said they would no longer be providing bus service to and from Brisbane to Terra Nova and Oceana High Schools. The reasons for this were discipline and behavioral issues on the bus which the drivers felt created unsafe conditions. MetroTrans agreed to work with us given they have a bus yard near Brisbane, and felt that supporting the surrounding community would be opportune. The current contract with them was for \$100,000 for six hours of bus service a day.

City staff has experienced many challenges in working with MetroTrans in the first few months of the contract period. Being that their company mostly serves the San Francisco School District, their employees work in accordance with the San Francisco School District schedule. City staff has experienced poor communication regarding the scheduling which has resulted in disruptions of service. The lapse of service has negatively impacted the schools and students using this method of transportation.

City staff spoke with MetroTrans in December and they confirmed that their company was not interested in renewing their contract for the 17/18 school year. They felt that the route is dangerous and their drivers have contended with behavioral challenges from students.

Recently MetroTrans suspended the late bus due to a lack of drivers being willing to take the route. They did this without informing either the School District or the City. The City Attorney has worked with the bus company to restore this service. The solution was to put another adult on the bus to monitor behavior. The cost to the City for this additional service is \$37 an hour.

At the January 5, 2017 Council meeting the Council requested the City's 2x2 committee meet with the members of the Jefferson Union High School District Board and the Superintendent to discuss possible solutions to providing transportation from Brisbane to Terra Nova and Oceana High Schools and back. The City Council expressed their desire to end paying for the bus service in the near future. Instead the Council wanted to use the funds for its original purpose, funding academic opportunities in the High Schools.

On March 2, 2017 staff reported to the Council that the result of the meeting between the City Council and JUHSD 2x2 meeting on February 15, 2017.

On April 27, 2017 staff reported the results of discussions between City staff and School District staff. The School District found a potential provider of the service, Michael's. The School District would contract with Michael's for the service and the City would reimburse the School District the cost of the service less any revenue they received from the students. It was estimated that the cost of the service was going to be about \$103,500.

Discussion:

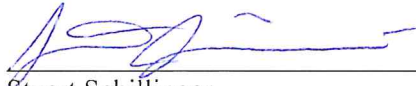
Staff was informed that the Superintendent left the District after the close of the school year but the District was still willing to contract with Michael's for the bus services. The contract Michael's provided to the District was for about \$123,000 for the year. This covers one driver for 180 days working a 12 hour day. Back in April staff reported that Michael's was going to supply the driver and the School District was going to supply the bus. The driver is coming from across the Bay each day and going home each evening. Therefore the driver would leave at 6:00 am to be able to drive the bus on the route and would leave to go home after the last drop off and arrive about 6:00pm. If there is a need for the driver to spend the night on this side of the Bay it would be an additional expense.

Fiscal Impact:

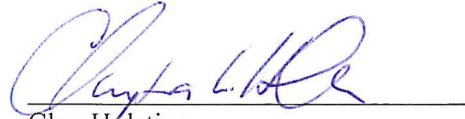
The budget for this item was \$90,000 in FY 2017/18. Therefore the difference between the actual amount and the budgeted amount will come from the General Fund. If a budget adjustment is needed for this item staff will bring it back as part of the mid-year revisions, otherwise it will come from other savings.

Measure of Success

The students in Brisbane have a safe transportation method to get to and from High School



Stuart Schillinger
Administrative Services Director



Clay Holstine
City Manager

Agreement between
JEFFERSON UNION HIGH SCHOOL DISTRICT
and the CITY OF BRISBANE

The purpose of this Memorandum of Understanding (MOU) is to describe and make express the agreement between the City of Brisbane and Jefferson Union High School District (JUHSD) regarding school bus services for Brisbane high school students.

I. Background Information

For the past many years, the City of Brisbane has been providing approximately 55 JUHSD students in their community subsidized busing between Brisbane and Oceana and Terra Nova High Schools on all school days, including a morning, afterschool, and evening run.

The City of Brisbane has requested that JUHSD take on the administrative portion of this arrangement to improve coordination with the bus service provider and with the students' families. The purpose of this document is to outline the nature of this partnership.

II. Goals and Objectives

Goal: The goal of this MOU is to outline the nature of the relationship between JUHSD and the City of Brisbane as it applies to bus services for students between Brisbane and Oceana and Terra Nova High Schools, and the collaboration between the two entities.

III. Term of Agreement

This MOU shall be in effect from August 1, 2017 through May 31, 2018 and updated and modified annually or sooner if warranted. The MOU may be terminated by either party with 6 months advance notice.

IV. Responsibilities

A. Jefferson Union High School District is responsible for:

1. Contracting with a transportation staff agency to secure a bus driver
2. Providing a bus, insurance, gas, and maintenance of the vehicle
3. Working with families to manage student use agreements and collect fees, as listed below, to defray the cost
In accordance with Education Code 39807.5(b), (d), and (f), this fee does not exceed the statewide average nonsubsidized cost per pupil and those students that qualify for free or reduced lunch or those whose Individualized Education Program (IEP) includes transportation as a related service necessary for them to receive a free appropriate public education are exempt.

Payment Plans	Due dates	Transportation fee	Fee for reduced-lunch students
Quarterly payments (4)	8/25, 11/9, 1/12, 3/16	\$133	\$47.50
Semester payments (2)	8/25, 1/12	\$251	\$90
Annual payment (1)	8/25	\$461	\$160

B. City of Brisbane is responsible for:

The cost of contracting with a transportation staffing agency and will reimburse JUHSD for all costs of this driver beyond what is collected from the families of these students.

City of Brisbane

Date

Jefferson Union High School District

Date



Michael's Transportation Service

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

Agreement for Driver Staffing Services

This "Agreement" to Provide Temporary Staffing Services is entered into by and between Michael's Transportation Service, Inc. ("MTS") and JEFFERSON UNION HIGH SCHOOL DISTRICT 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 School Bus/SPAB certificates and or Class A or B CDL; and

Whereas JEFFERSON UNION HIGH SCHOOL DISTRICT is an employer of School Bus/SPAB certified drivers, Class B CDL and/or Class A and periodically requires additional drivers to fill temporary employment openings; and

Whereas, MTS agrees to provide qualified candidates to JEFFERSON UNION HIGH SCHOOL DISTRICT in order to fill their temporary job vacancies for School Bus/SPAB certified Class B CDL drivers; and

Whereas, both parties agree that the operation of JEFFERSON UNION HIGH SCHOOL DISTRICT vehicles by the temporary drivers is not a joint venture, and no joint venture has been entered into; and

Whereas, JEFFERSON UNION HIGH SCHOOL DISTRICT agrees to compensate MTS as set forth in this Agreement, for providing temporary driver employee(s), during the period beginning on or about **August 1, 2017** and ending on or about **May 31, 2018**.

Now, therefore, in consideration for the mutual promises and covenants set forth herein, and intending to be legally bound, the Parties hereto agree as follows:

MTS agrees to:

1. Have a minimum of 1 temporary driver available for JEFFERSON UNION HIGH SCHOOL DISTRICT provided 24 hour notice is provided. (See also paragraph 1 in Employer section, below, in the event that 24 hours' notice is not provided and a temporary driver is available.)
2. Make additional temporary drivers available to JEFFERSON UNION HIGH SCHOOL DISTRICT based upon availability, provided 24 hour notice is provided, or under the terms set forth at Paragraph 1, above and below.

Revised 2.23.17



Michael's Transportation Service

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

3. Be responsible for the payment of all payroll wages, payroll taxes and worker's compensation, social security taxes and medical benefits; as applicable; for each temporary driver provided to JEFFERSON UNION HIGH SCHOOL DISTRICT.
4. Establish and maintain pre-employment drug testing, pull notice, and random drug testing records of temporary driver employee(s) during the period of employment each works with JEFFERSON UNION HIGH SCHOOL DISTRICT. This information will be made readily available to JEFFERSON UNION HIGH SCHOOL DISTRICT for purposes of adding the temporary driver(s) to JEFFERSON UNION HIGH SCHOOL DISTRICT insurance policy(ies), or other purposes as deemed necessary to determine the acceptability of any temporary driver provided by MTS.

JEFFERSON UNION HIGH SCHOOL DISTRICT agrees to:

1. Accept a minimum of 1 temporary school bus driver from MTS, or additional drivers as agreed upon by the Parties as requested from JEFFERSON UNION HIGH SCHOOL DISTRICT and that are available from MTS, who are to be available with a minimum advance notice of 24 hours. In the event 24 hours advance notice is not provided and a driver is available, JEFFERSON UNION HIGH SCHOOL DISTRICT agrees to pay a rush fee of \$50 for each additional temporary driver provided by MTS.
2. Pay MTS an hourly pay rate of \$ **\$55.00 per hour for School Bus/SPAB driver with a minimum of 7 hours on duty per day**; Pay MTS an hourly rate of **\$47 for Non-SPAB Class B Drivers with a minimum of 7 hours on duty driving**
Overtime and holiday rates vary and will be negotiated prior to signing of contract.
 - *If assignment requires hotel accommodations, JEFFERSON UNION HIGH SCHOOL DISTRICT will be responsible for confirming and paying for hotel. A hotel confirmation is needed in advance and will be conveyed to MTS; plus a \$25.00 per diem, per driver, per day, for each overnight stay;*
 - *If assignment is overnight (due to legal hours compliance or distance), JEFFERSON UNION HIGH SCHOOL DISTRICT will pay \$55.0 per hour for School Bus/SPAB driver with a minimum of 12 hours on duty, per overnight, per driver. And JEFFERSON UNION HIGH SCHOOL DISTRICT will pay \$47 per hour for a Class A or Class B driver.*
3. Pay MTS a Daily Commute Fee rate of \$20.00 per day, per driver.



Michael's Transportation Service

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

4. Pay MTS a **one-time** Proficiency Training/Route Dry Run Fee rate of \$35.00 per hour, per driver. (Required by law)
5. Pay MTS a driver cancellation fee of 50% if notification is given less than 24 hours in advance of the appearance time, or if driver shows up, but is not needed for any reason. (Rate will be determined based upon a 7 hour minimum schedule.)
6. Acknowledges that rates are subject to change at any time.
7. JEFFERSON UNION HIGH SCHOOL DISTRICT will provide any temporary driver with all legally required breaks and a lunch hour in keeping with applicable laws, and not to include any such lunch hour in its timekeeping records as compensable time.
8. Add temporary employee and MTS as an additional insured to JEFFERSON UNION HIGH SCHOOL DISTRICT vehicle policy; limited to JEFFERSON UNION HIGH SCHOOL DISTRICT exposure only while operating JEFFERSON UNION HIGH SCHOOL DISTRICT vehicles.
9. Provide MTS with copy of Certificate of Insurance.
10. Verify and sign each temporary driver's weekly timesheet and transmit to MTS designee at the end of each shift to ensure proper payment of wages for the temporary driver(s).
11. Treat temporary driver in similar manner as all other employees, including but not limited to DOT limits of hours worked; and ensuring compliance with all labor code statutes an employee's right to have a work place free from discrimination, harassment and workplace violence. All other statutes are the responsibility of MTS as employer.
12. Report any personnel issues, accidents, or other disciplinary actions to MTS designee immediately.
13. 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 JEFFERSON UNION HIGH SCHOOL DISTRICT. If JEFFERSON UNION HIGH SCHOOL DISTRICT hires any such temporary employee, instructors and/or maintenance personnel, associated with this contract, within 365



Michael's Transportation Service

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

days of the termination of that temporary employee's assignment, JEFFERSON UNION HIGH SCHOOL DISTRICT will owe and pay MTS **\$45,000.00** (per incident).

14. JEFFERSON UNION HIGH SCHOOL DISTRICT acknowledges and agrees that, due to the nature of the transportation industry; there may be occasional interruptions of services requiring the immediate return of the temporary driver to MTS. In the event such a scheduling conflict should arise, JEFFERSON UNION HIGH SCHOOL DISTRICT

agrees to "release" the temporary employee to MTS immediately. MTS will make a "good faith" effort to replace the temporary driver with another temporary driver as soon as possible.

15. Acknowledge and agree that, the operation of JEFFERSON UNION HIGH SCHOOL DISTRICT vehicles by the temporary drivers is not a joint venture, and that no joint venture has been entered into.

16. Recognizes all invoices as due and payable upon receipt.



Michael's Transportation Service

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

INDEMNIFICATION

The Parties hereto expressly acknowledge and agree that under the terms of this Agreement MTS shall only provide temporary drivers to JEFFERSON UNION HIGH SCHOOL DISTRICT, and will not be supplying vehicles, equipment or transportation services. All temporary drivers provided to JEFFERSON UNION HIGH SCHOOL DISTRICT pursuant to the terms of this Agreement will thereafter be solely under the direction, control and supervision of JEFFERSON UNION HIGH SCHOOL DISTRICT management during all work shifts, and shall operate JEFFERSON UNION HIGH SCHOOL DISTRICT vehicles and equipment as instructed by management. As such, to the fullest extent allowed by law, and as a material inducement to MTS to enter into this Agreement, JEFFERSON UNION HIGH SCHOOL DISTRICT agrees to hold harmless and indemnify MTS, its Board of Directors, owners, shareholders, officers, agents, administrators, employees, insurers, predecessors, successors and assigns, from and against any and all losses, expenses, claims, demands, injuries, damages, obligations, liabilities, lawsuits, actions, causes of action, judgments, liens and costs, including reasonable attorneys' fees and costs, arising out of or in connection with, either directly or indirectly, any act or omission of JEFFERSON UNION HIGH SCHOOL DISTRICT, its employees, subcontractors and/or agents, and specifically the MTS temporary drivers, in all matters related to the performance of any Services under this Agreement.

IN WITNESS WHEREOF, the Parties hereto acknowledge and agree to the terms and conditions contained herein and have executed this Agreement to Provide Temporary Staffing Services as of **August 1, 2017**.

Michael's Transportation Service, Inc.

JEFFERSON UNION HIGH SCHOOL
DISTRICT

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____