AGREEMENT FOR THE PROVISION OF ALTERNATIVE TRANSPORTATION SOLUTIONS

THIS AGREEMENT ("Agreement") is entered into as of June 29th, 2016 between American Logistics Company, LLC ("Contractor") and San Leandro Unified School District (the "District"), with the following facts:

A. Certain student(s) of the District require transportation to and from school and/or other transportation services as requested by the District.

B. Contractor will coordinate such transportation services. The District will reimburse Contractor for the provision of these 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 coordinate transportation services, which Contractor may agree to coordinate. To the extent accepted by Contractor, Contractor agrees to coordinate such transportation services and District agrees to pay Contractor in accordance with the provisions of this Agreement. Contractor's coordination of such transportation services pursuant to this Agreement are sometimes referred to herein as the "Services."

In operating under this Agreement, the District will purchase services from the Contractor through the Contractor's agreement with **The Cooperative Purchasing Network (TCPN), Contract No. R141501**, the provisions of which, while not attached hereto, are nonetheless incorporated herein by this reference, and in accordance with the pricing set forth in Attachment 1 of this Agreement, which is attached hereto and incorporated herein by this reference.

2. Term

The initial term of this Agreement shall commence on June 29th, 2016 and end on June30th, 2017. At the end of the initial term this Agreement will be automatically renewed for successive twelve (12) month periods (each a "Renewal Term") on the same terms and conditions unless either party provides the other with not less than thirty (30) days prior written notice that the Agreement should terminate at the end of its then current term. In addition, in the event of a material breach of this Agreement, either party may terminate this Agreement with thirty (30) day notice to cure to the breaching party. If the breach is not cured, this Agreement will terminate immediately following the thirty (30) day notification period.

3. Fees for Service

Contractor shall be paid the agreed sum based on fees outlined on Attachment 1, which is attached hereto and incorporated herein by this reference. 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 Contractor's invoice for the provision of the Services for the relevant week. Any payment not received by Contractor within said thirty (30) day period shall accrue interest at the lesser of (a) the rate of one and one-half percent per month or (b) the maximum rate allowed by law, commencing with the date of the invoice until payment is actually received by Contractor.

4. Collaborative Routing

The District agrees to use the most cost efficient hybrid analysis which will include a combination of First Student routes and ALC routes. The process for determining these routes is as follows:

1. First Student will route all District students into buses
2. First Student will provide the routes to ALC
3. ALC will perform a cost analysis using the established bus costs and ALC's pricing matrix
4. ALC will provide the hybrid routing of all student data to First Student
5. First Student and ALC will agree to the hybrid routing

Together, First Student and ALC will provide and present the district with the most cost efficient hybrid analysis, based on available resources.

When the District needs to add a new student to the program, the following process should be followed:

1. District sends student's information to First Student
2. First Student attempts to route the new student into an existing bus route
3. If the student doesn't fit within an existing bus route, First Student will send the student's information to ALC
4. ALC attempts to route the new student into an existing run
5. If the student doesn't fit within an existing ALC run, ALC will create a new run for the student and send the new run information to the District for approval

New runs will not be dispatched until approval is received from the District.

5. Vehicles

As part of its Services and for the compensation set forth in this Agreement, Contractor agrees to coordinate the supply of such vehicles (the "Vehicles") as may be necessary to lawfully address the transportation requirements of the District. The District requires that all such Vehicles shall fully comply with all applicable laws and regulations. Contractor shall be solely responsible for the management and logistical support necessary to coordinate all Vehicles used in transporting students.

6. Contractor Personnel and Independent Contractor Drivers

As part of its Services and for the compensation set forth in this Agreement, Contractor shall provide qualified and properly licensed personnel as required by laws and regulations and as deemed appropriate by Contractor to coordinate the Services. While Contractor may contract with independent contractor drivers who will provide actual transportation services for the District, Contractor shall at all times remain responsible for the coordination of the Services under this Agreement. Contractor expressly represents and warrants to the District that it will contract with independent contractor drivers that have obtained the necessary training and are properly licensed to perform the Services.

7. Contractor Insurance

Contractor shall obtain and maintain in full force and effect during the term of this Agreement, and at no cost to District, general liability and automobile (common carrier) insurance issued by insurance companies authorized to do business in the state 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). The District shall be notified at least thirty (30) days prior to cancellation of any such policy or policies (except 10 days for non-payment of premium).

8. Background Checks

Because Contractor will be providing transportation services for school children, it is a requirement of Contractor's insurance that Contractor require and Contractor shall require each Contractor personnel or independent contractor driver in a position requiring contact with students to undergo a background check verifying no prior convictions for or pleas of nolo contendre to a felony or misdemeanor offense involving moral turpitude, including any sexual offense involving a child.

9. Health and Safety (Tuberculosis Testing)

To the extent required under applicable law, rule or regulation applicable to the provision of Services and to the transportation services being provided by independent contractor drivers, Contractor shall require each Contractor personnel or independent contractor driver who may come in contact with student(s) to 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. As a service to District, Contractor will maintain a copy of said verifications.

10. Drug and Alcohol Testing

Contractor only contracts with transportation providers who enroll their drivers in a drug and alcohol testing consortium that provide for pre-employment testing, as well as random, reasonable suspicion and post-accident drug and alcohol testing. Each consortium reports to Contractor when a driver tests positive for a prohibited substance as well as when a driver is enrolled and removed from the consortium pool.

11. Assignment of Contractor's Rights

Except as it relates to the entering into of contacts with independent contractor drivers for the purpose of those independent contractors providing transportation services, Contractor shall have no right to assign its rights or obligations under this Agreement.

12. Indemnity of the District

Contractor hereby agrees to indemnify 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 Contractor and/or any student(s), in connection with the negligent provision of the Services that are to be provided by the independent contractor drivers pursuant to this agreement, 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 Contractor or its agents, affiliates and independent contractors in connection with the provision of the Services, whether or not said injury or damage occurs on or off District property.

13. Independent Contractor

In providing the management and logistical support necessary to coordinate the Services, 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. 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. 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, and hold the District, its Board Members, Officers, employees and agents free and harmless therefrom.

14. 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 at any time during the term of this Agreement.

15. 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: Kevin Collins
San Leandro Unified School District

Phone: 510-667-3504
Email: kcollins@slusd.us

To Contractor: Craig Puckett, President
American Logistics Company, LLC
901 Calle Amanecer, Ste 260
P: 866.999.3371; Fax: 844.245.0299
Email: CPuckett@ALCSolutions.com

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

16. Entire Agreement

This Agreement, and Attachments 1-7 which are incorporated herein by this reference, and if applicable the attached proposal, constitutes 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.

17. 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.

18. Attorney Fees

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.

19. 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.

20. 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.

21. 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.

DISTRICT

By: Kevin Collins

Title: Assistant Superintendent

Signed: [signature]

Date: 6/29/2016

CONTRACTOR

By: Craig Puckett

Title: President

Signed: [signature]

Date: 6/30/2016

ATTACHMENT 1 - Fees for service

The Contractor will charge the District a **$65 per trip fee** (this includes the first 12 miles) regardless of the number of students being transported (from 1 – 6* students, inclusive. Vehicle capacity is determined by student requirements and vehicle availability). An additional **$2.50 per mile** will be charged for any trip longer than 12 miles.

The pricing matrix below outlines all associated fees:

Trip Items	Fees
Trip Fee (includes first 12 miles)	$65.00
Per Mile Fee (after the first 12 miles)	$2.50
Additional Fees (as needed/requested):**	
Wheelchair Fee (per student)	$25.00
Car Seat/Safety Vest Fee (per student)	$5.00
Wait Time Fee (per hour, billed in 15 min. increments)	$60.00
Monitor Fee (per hour, 2-hour minimum)	$25.00
No Show or Late Cancel	Full Price of Trip

Definitions:

Trip: A trip is defined as a one-way transportation event with a student or monitor continually on board. Examples include:

- Home to School:
  - Student 1: Pick-up, Student 2:Pick-Up
    - Both Student 1 & 2 dropped off at School A
  - Student 1: Pick-up, Student 2: Pick-up
    - Student 1 dropped off at School A
    - Student 2 dropped off at School B
- School to Home:
  - Student 1: Pick-up, Student 2:Pick-Up
    - Both Student 1 & 2 dropped off at Home A
  - Student 1: Pick-up, Student 2: Pick-up
    - Student 1 dropped off at Home A
    - Student 2 dropped off at Home B

The total number of trips a district is charged for is arrived at by adding together each one-way trip. The district will only be charged for miles incurred while a student or Monitor is onboard

the vehicle. When no student or Monitor is onboard the vehicle, no mileage charges will be incurred.

Additional Fees: Additional fees are only incurred per the request of the district to provide additional services. They can include, but are not limited to:

- **Wheelchair Fee:** A per student/per trip fee for students requiring a wheelchair vehicle
- **Car Seat/Safety Vest Fee:** A per student/per trip fee for students requiring a car seat/safety vest
- **Wait Time Fee:** Only incurred when authorized by the district to wait for a student. Billed on an hourly basis in 15 minute increments.
- **Monitor Fee:** Only incurred when the district requests that the Contractor provide a student Monitor for the trip. School districts usually provide the student's Monitor. When the district provides the Monitor, they are not charged a "Monitor Fee." The mileage incurred while a Monitor (whether provided by the Contractor or the District) is onboard the vehicle without a student (transporting the Monitor to and from their pick-up location) is considered part of the overall route mileage and will be billed accordingly.

1. Mileage Charges

Mileage charges are based on driving distance calculations from a third party provider (e.g. Google, MapQuest, Bing, ESRI). The calculations are based on fastest route, and the total is rounded up to the next whole mile. Contractor shall be responsible for plotting the routes collectively, and individually using Contractor's proprietary School Dispatch Software.

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 Surcharges

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 U.S. Regular Gasoline Prices* (dollars per gallon)" on the following website: http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/mogas_home_page.html

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. The Contractor requires 24 hour notice to remove a student from the route.

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 Contractor at that time.

Routes will be optimized from time to time as deemed necessary by 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.

ATTACHMENT 2 – The District agrees that the following policies shall be followed related to Student No-Shows and Late Canceled trips for trips serviced by the Contractor

No-Shows & Late Cancels

A No-Show occurs when no previous notice is provided to the Contractor by the District/guardian that a student will not be transported and a driver attempts to pick-up a student but the student is not there or is not ready. A Late Cancel occurs when less than 2-hour notice is provided to the Contractor by the District/guardian that a student will not need transportation.

Trips where a No-Show or Late Cancel occurs are billed at full trip charge.

Possible District Protocols for No-Shows:

If the driver attempts to pick-up a student on a scheduled trip in the AM but the student is not there or not ready, then the following scenarios could apply (as determined by the district):

1. **Single Rider Trips**
    a. If an AM single rider No-Show occurs, the District will be billed for the AM trip and the afternoon trip will remain scheduled unless the Contractor is notified by the parent or the District to cancel the trip.
        i. The District may set up a protocol to automatically cancel afternoon trips in the event of an AM Single Rider No-Show
    b. If the afternoon trip is cancelled within 2 hours of the scheduled pick up time, the district will not be billed for the afternoon trip.

2. **Multiple Rider Trips**
    a. The afternoon trip always remains scheduled.

No-Show Reports

Each morning an email is sent from the Contractor's School Dispatch team to the District. This email is sent by 11 AM and alerts the District of the following circumstances:

- Which students were no-shows that morning
- How many consecutive days/trips they have been a no-show

The daily No-Show Report provides the District time to inform the Contractor's School Dispatch if one of the students on the No-Show Report is attending school that day and will still need a ride home in the PM.

The District is responsible for alerting the Contractor of any change requests based on the data provided in the No-Show Report, such as removing a student from a route due to multiple no-shows.

Student Removal / Student Cancellation:

Permanent Removal of Student from Route:

Permanent removal of a student from a route requires District notification/approval

- The District sends an email stating that a student needs to be removed from a route until further notice.

Impact:

Once the student is removed from the route, the student's spot is now gone and may be replaced with a different student, if available, to consolidate routes. If the student was the only one on that route, the route will be removed entirely and the driver then becomes available to service other routes.

Billing:

Will only be affected if:

- Trip is above the minimum and there is a reduction in the mileage as a result of removing the student.
- The student was the only one on the route, therefore the route is cancelled.

Cancellations/Temporary Removal:

Cancellation of a student from a route requires District notification/approval.

- A student is sick one day or will be going on vacation for a few days.

Impact:

Because this is a temporary change, the student is not replaced on the route and their space on the route is reserved for their return.

Billing:

If the student is a single rider and the student is cancelled or temporarily removed, no charges will be assessed. When cancelling or temporarily removing the pick-up/drop-off for a student who is part of a multiple rider trip, the district will be charged the normal trip rate.

ATTACHMENT 3 – Multi-District Billing: An Explanation

Should The District choose to share trips with a neighboring school district that is also under contract with ALC, the shared trip will be prorated and billed according to the following explanation?

Proration of Trip Fees – ALC's Three Step Process

1. **Stand Alone District Trips:**

   Each districts' students are routed as stand-alone trips, district specific pricing is applied.
   a. Example:
      i. District A has two students who routed together cost the district $65 (Trip 1)
      ii. District B has a single student whose trip would cost the district $80 (Trip 2)

2. **Multi-District Trips**

   All of the students from the participating districts, as identified above, are combined into the most cost effective trips, yielding new "Multi-district trips" and subsequent trip costs.
   a. Example (cont.):
      i. When all three students are routed together, the total trip cost is $95

3. **Proration of Costs for Multi-District Trips**

   The total cost of the multi-district trips is then allocated to each district based upon the percentage of the districts stand-alone trip costs (found in step 1) as compared to the multi-district trip costs (found in step 2).

   a. Example (cont.): Total Cost of Multi-District Trip = $95
      i. District A's Percent Responsibility = Trip 1/(Trip 1 + Trip 2)
         1. $65/($65 + $80) = 44.83%
         2. $65/$145 = 44.83%
         3. **District A Cost = $42.59**
            a. (44.83% x $95)
         4. <u>District A Savings = $22.41</u>

      ii. District B's Percent Responsibility = Trip 2/(Trip 1 + Trip 2)
         1. $80/($65 + $80) = 55.17%
         2. $80/$145 = 55.17%
         3. **District B Cost = $52.41**
            a. (55.17% x $95)
         4. <u>District B Savings = $27.59</u>

4. No Shows and Cancellations:

For the purpose of all Multi-District Trips, No Shows and Cancellations are applied to each district invoice as if the student had boarded the vehicle on schedule even if district notifies ALC with advanced notice of cancellation.

5. Invoicing

The invoice shall 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. 24 hour notice is required to permanently remove a student from a route.

6. 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 Contractor at that time.

Routes will be optimized from time to time as deemed necessary by 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.

ATTACHMENT 4 – The District requires the following from all INDEPENDENT CONTRACTOR DRIVER (s) working with the Contractor

As required by the District, prior to beginning services transporting students for the District:

1. Pre-Service and Annual Driving Records shall be free of convicted offenses within the 7-year period preceding the date of the check of the persons driving record.

2. Pre-Service and required reporting by Driver upon status change, a criminal history record check shall be free from convicted offense(s) of a felony or misdemeanor involving moral turpitude.

3. Identification cards with drivers name and a picture.

ATTACHMENT 5 – The District requires the following DRIVER TRAINING modules for all Independent Contracted Driver(s) working with the Contractor

As required by the District, prior to beginning services transporting students for the District:

1. Driver shall complete an awareness course covering the following subjects:
    a. District contract review
    b. District policies and procedures (as provided)
    c. Customer service
    d. ADA sensitivity training and disability awareness

ATTACHMENT 6 – The District requires the following from all VEHICLE(s) providing service through the Contractor

As required by the District, prior to beginning services transporting students for the District:

1. Vehicles will be maintained according to manufactured specifications with records and/or inspection report(s) made available upon request.

2. Vehicles will be clean at all times of service.

3. Vehicles will have window placards visible.

ATTACHMENT 7 – The District requires the following DRUG and/or ALCOHOL TESTING from all Independent Contracted Driver(s) working with the Contractor

As required by the District, prior to beginning services transporting students for the District:

1. ALC will confirm that all drivers are enrolled in a random drug and alcohol testing program and are compliant with all applicable Federal, State and local regulations related to the class of vehicle operated.

San Leandro Unified School **District Contacts**

(Please complete this form and return as soon as possible)

To whom should contract notices be sent?

Name & Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Fax: _____

Who should our accounting personnel contact regarding accounts payable matters?

Name & Title: _____

Email: _____

Phone: _____ Fax: _____

Who should our dispatchers contact regarding routine transportation matters?

Name & Title: _____

Email: _____

Phone: _____ Fax: _____

Who should our dispatchers contact regarding emergencies, accidents or student behavior?

Name & Title: _____ ☐ Emergencies ☐ Accidents ☐ Behavior

Email: _____

Phone: _____ Fax: _____

Who should we email the No-Show Report to each morning?

Name & Title: _____

Email: _____