

**TO: MEMBERS, BOARD OF EDUCATION** AMENDED  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: SEPTEMBER 15, 2015**  
**SUBJECT: B.1.g APPROVE 2015-16 TRANSPORTATION AGREEMENT WITH TUMBLEWEED TRANSPORTATION**

CONSENT

**ISSUE:** Shall the Board of Education approve an agreement with Tumbleweed Transportation for student transportation during the 2015-16 school year?

**BACKGROUND:** Since the 2009-10 school year, the District has contracted with Tumbleweed Transportation, a professional, licensed transportation contractor, to provide transportation services for required for Special Education students and other student transportation needs. After a thorough review, the District staff has determined that these services will continue to be required in the new school year. Accordingly, staff is recommending the renewal of this agreement as the most cost-effective delivery of this mandatory transportation service. The cost for this service is included in the District’s 2015-16 general fund operating budget. A copy of the proposed renewal contract is attached for the Board’s review.

- ALTERNATIVES:**
1. Approve the agreement with Tumbleweed Transportation for Special Education and other student transportation services for the 2015-16 school year.
  2. Do not approve the agreement.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Susan Roberts, Director, Pupil Services  
 Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted:

\_\_\_\_\_  
 Anthony W. Knight, Ed.D  
 Superintendent

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____



# **Tumbleweed Transportation**

Dedicated to Safety and Service

## **OAK PARK SCHOOL DISTRICT STUDENT TRANSPORTATION**

This contract is made and entered into this 15th day of August, 2015 by and between Oak Park Unified School District, a California non-profit corporation, hereinafter called "Oak Park" or the "School," and Tumbleweed Educational Enterprises, Inc., a California corporation, hereinafter called the "Contractor." The parties do hereby contract and agree as follows:

### **Scope of Work**

Contractor shall furnish transportation services for the School, including daily transportation for pupils and other persons designated within established boundaries, plus academic field trips to/from other points as directed. Said transportation shall be furnished at such times and places as specified by the School's Business Manager or the duly authorized representative in charge of transportation.

### **Period of Contract**

This contract commences on August 15, 2015, and concludes on July 31, 2016.

### **Equipment**

The Contractor shall provide one (1) school bus with a maximum capacity of twenty (20) elementary school passengers ("bus") throughout the period of this contract. Additional vehicles shall be made available for the School's use, with charges for same as set forth in more detail on page 5 hereof, if the School provides at least one hundred eighty (180) days advance written notice to the Contractor that additional equipment is required. Contractor reserves the right to substitute vehicles as necessary due to maintenance and equipment requirements, including using vehicles of a smaller capacity if the route on a given day or days has fewer than twenty (20) passengers.

All vehicles supplied under this contract shall be approved school buses as defined by applicable statutory or administrative codes, and must in addition meet with the approval of the School. The Contractor shall practice regular preventive maintenance as approved by the vehicle manufacturer on all vehicles. The Contractor shall clean all vehicles inside and out as necessary and make repairs to visible body damage inside or out immediately after such damage occurs.

The Contractor shall maintain spare vehicles of appropriate sizes which meet all of the above requirements so they may be substituted for the regularly assigned vehicle if needed without delay. Because breakdowns and unexpected events do occur in the transportation industry, the Contractor cannot be held responsible if unexpected events or circumstances beyond its control result in the late arrival of students to school or home. The Contractor will maintain continuous contact with the vehicle through two-way radios and will notify the School promptly if such events occur.

Post Office Box 49291, Los Angeles, California 90049  
T (310) 444-3232 F (310) 444-3230  
[www.tumbleweedtransportation.com](http://www.tumbleweedtransportation.com)

The School shall have the option of inspecting the condition of the Contractor's vehicles used for the School at any time during the term of the contract. Any expenses of this inspection shall be borne by the School. Should an inspection reveal, in the opinion of the School, that repairs of the vehicles are needed for safety or other reasons, the School reserves the right to reject this equipment for the School's use and require the Contractor to provide replacement equipment until the required repairs and/or service have been completed. Cost of such repairs and service and re-inspection of vehicles shall be the responsibility of the Contractor. At times requested by the School, the Contractor shall submit evidence satisfactory to the School that all vehicles used by the Contractor receive regular inspections, programmed preventive maintenance, and safety services.

Vehicles and all appurtenances must comply in all respects whether specifically mentioned or not with the California Motor Vehicle Code, regulations of the City and County of Los Angeles, <sup>VENTURA</sup> California pertaining to passenger vehicles and buses, regulations of the California Highway Patrol pertaining to school buses, and with the provisions of the California State Board of Education regulations governing pupil transportation as published and in effect at the time of execution of this contract and thereafter.

Initials:  
\_\_\_\_\_  
\_\_\_\_\_

**Permits and Licenses**

The Contractor, its employees, and its agents shall secure and maintain valid permits and licenses as required by law for the execution of this contract. The School requires that the Contractor shall not pay more than the fee required by §9102.5 VC to register the equipment supplied hereunder.

**Insurance**

Contractor shall maintain at its own expense automobile insurance as set forth below during the contract period. Upon request, Contractor shall furnish Certificates of Insurance to the School. Automobile liability insurance shall be maintained to protect the Contractor, and as additional insured, the School, its Board, Officers, Agents, and Employees from any claims for damages for personal injury or death and from damage to property which may arise from Contractor's operations under this contract. Such insurance shall have a combined single limit of \$5 Million. Worker's Compensation Insurance shall be maintained as required by law to protect the Contractor from claims which may arise from operations under this contract.

**Hold Harmless Agreement**

The Contractor shall hold harmless and indemnify the School, its Board, its Officers, and its Employees from every claim or demand which may be made by reason of:

- A. Any injury to person or property sustained by the Contractor or by any person, firm, or corporation employed directly or indirectly by the Contractor or in connection with its performance under the contract however caused.
- B. Any injury to person or property sustained by any person, firm, or corporation caused by any neglect, default, or omission of Contractor or of any person, firm, or corporation directly or indirectly employed by Contractor upon or in connection with its performance under this contract.

The Contractor at its own expense and risk shall defend any legal proceeding that may be brought against the School or the Board of the School for any such claim or demand and satisfy any judgment that may be rendered against the School or the Board of the School based thereon.

### **Safety Program**

The Contractor shall provide at its own expense regular and continuous formal safety instruction for all of its operating personnel assigned to this contract. Said personnel shall attend regularly scheduled safety meetings at least two (2) times a year.

### **Assignments or Sub-contracting**

The Contractor shall not assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this contract without the School's written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, the School hereby consents to the Contractor's assigning its rights hereunder for the purposes of obtaining business financing.

### **Independent Contractor**

While engaged in carrying out and complying with the terms and conditions of this contract, the Contractor is an independent contractor and not an officer, agent, or employee of the School.

### **School Closing**

Contractor shall not be obligated to perform services for the School on days when the School is closed.

### **Special Considerations**

The School shall maintain sole responsibility for filling the vehicle to capacity. Both parties understand and agree that this vehicle shall run whether or not it is full.

### **Routing and Scheduling**

Prior to the start of any service hereunder, the School and Contractor shall cooperatively establish the routes (which includes the schedule) conforming to the needs of the School. The School shall provide completed transportation forms to the Contractor not later than August 15 of each year so that the School and Contractor may establish the route and rider list. The School shall make no changes to the route during the first two weeks of school. Not less than two (2) weeks prior to the start of each school year, the Contractor will provide the School with a detailed information letter, including each child's route number, driver's name, and safety information, for distribution at the School's expense to participating families.

If at any time during the term of the contract except for the first two (2) weeks of school it is determined that service may be improved by revisions to routing, scheduling, or vehicle assignment, the School and Contractor shall plan and institute such changes jointly. Any revisions so adopted shall be deemed an ordinary part of this contract.

The route, schedule, and bus stops must be approved by the School and may not be revised without the School's authorization. Increased vehicle capacities or services necessitated by program changes may be authorized by the School, which increases shall be charged at the rates set forth in detail on page 5 hereof.

Transportation shall be organized into one (1) route Monday through Friday excluding school holidays. Pick-up in the morning shall be at such times necessary to arrive at school at 9:00 AM.

### **Travel Time**

Contractor understands and agrees that students will not be on a vehicle for more than 70 minutes excepting incidents beyond Contractor's control while being transported between the meeting points and School. In addition, both parties shall make every effort to structure routes so that travel time can be kept to less than 60 minutes. The School understands that routes longer than 60 minutes exceed the length recommended by the California Department of Education, and it agrees to accept all liability and hold Contractor harmless for issues arising out of route lengths that exceed the recommended guidelines.

### **Contractor's Representative and Personnel**

Contractor shall designate one person to act as supervisor of operations relative to this contract. This person shall be available during all working hours of school days for the purpose of handling routing, assignments, and discipline problems. All personnel assigned to perform under this contract shall be subject to approval by the mutual agreement of the School and Contractor.

### **Excused Performance**

Contractor shall be excused from performance hereunder during the time and to the extent it is prevented from performing in the customary manner by acts of God, earthquake, fire, strike, lockout, civil disorder, war, commandeering by the government, or events beyond its control such as natural disasters. Satisfactory evidence thereof will be presented to the School upon request.

### **Record Keeping and Accident Reports**

Upon request the Contractor shall provide daily or other operational records the School deems necessary. The Contractor shall notify the School of any reportable accidents, as defined by law, involving the Contractor's equipment or personnel while operating for the School. Injuries to students not involving acceleration, deceleration, or movement of the bus shall also be reported.

### **Contract Prices**

This contract covers AM & PM student transportation for students to their School. Students authorized to participate in the transportation program shall be designated by the School, and transportation shall be furnished on such days as school is in session to/from points along and over the route scheduled by the School. Once all students have been assigned to the bus, the School shall provide Contractor with each student's name, home address and telephone number, plus an emergency name and telephone number.

- A. Base Rate for Route Service during the 2015-16 school year
- |                            |   |                  |   |
|----------------------------|---|------------------|---|
| <b>Bus Capacity:</b>       | Up to 20 Elementary School Students                       | <b>Quantity:</b> | 1 |
| <b>Daily Rate:</b>         | \$ 322.04 per bus (Includes 5 hours and 50 miles per day) |                  |   |
| <b>Rate per Hour:</b>      | \$50.00 per hour over 6 hours each day                    |                  |   |
| <b>Rate per Mile:</b>      | \$2.00 per mile over 75 miles each day                    |                  |   |
| <b>Total Rate per Day:</b> | \$322.04 per day  |                  |   |

\*Please note that operating hours begin when the driver starts the daily pre-trip inspection and end when each bus returns to its base.

B. Trip Service using additional vehicles *not* included in this contract

Fees for field trips including events using the vehicle designated for purposes of this contract shall accumulate according to the price structure listed above. Excess fees shall only be charged once the 5 hour/50 mile limit has been met. Waiting time during field trips is included in the total trip time for billing purposes, and at all times, operating hours and mileage begin when the driver starts the daily pre-trip inspection and end when each bus returns to its base. The reduced price structure for additional vehicles referred to in Paragraph "D." on page 4 hereof shall be as follows:

<b>Capacity:</b>	20 Passengers (12 High School Students)
<b>Trip Rate:</b>	\$294.00 per bus (Includes 5 hours and 50 miles per day)
<b>Rate per Hour:</b>	\$50.00 per hour over 5 hours each day
<b>Rate per Mile:</b>	\$2.00 per mile over 50 miles each day

<b>Capacity:</b>	48 Passengers (32 High School Students)
<b>Trip Rate:</b>	\$325.50 per bus (Includes 5 hours and 50 miles per day)
<b>Rate per Hour:</b>	\$50.00 per hour over 5 hours each day
<b>Rate per Mile:</b>	\$2.00 per mile over 50 miles each day

<b>Capacity:</b>	72 Passengers (48 High School Students)
<b>Trip Rate:</b>	\$336.00 per bus (Includes 5 hours and 50 miles per day)
<b>Rate per Hour:</b>	\$50.00 per hour over 5 hours each day
<b>Rate per Mile:</b>	\$2.00 per mile over 50 miles each day

<b>Capacity:</b>	84 Passengers (56 High School Students)
<b>Trip Rate:</b>	\$355.95 per bus (Includes 5 hours and 50 miles per day)
<b>Rate per Hour:</b>	\$50.00 per hour over 5 hours each day
<b>Rate per Mile:</b>	\$2.00 per mile over 50 miles each day

**Surcharge per Trip:** \$19.00

C. Adjustment of Rates & Fuel Escalation Provision

Rates and surcharges shall be subject to increase annually corresponding to the increase in the Contractor's operating expenses. A "Surcharge" when applicable is a temporary additional charge that shall be effective for a specified period of time and discontinued if and when the additional charge is no longer necessary. The Base Rate for Route Service provided hereunder (Section "A" on Page 5) is fixed during the term of this contract. In the event Insurance Costs increase more than 5%, Contractor will assess a surcharge as required. When Insurance Costs decrease materially, the surcharge will be reduced or eliminated accordingly.

Since Contractor cannot know when or how the current fuel price escalation will be resolved, it will invoice all clients retroactively for the extraordinary costs actually incurred. For purposes of this provision, the Fuel Baseline is established at the cost of the average fuel load during the 2014-15 school year of \$23,000.

Effective March 1, 2008 until further notice, Contractor will retroactively invoice the School on a quarterly basis for its Proportionate Share of the increase that exceeds \$23,000 per fuel load. Immediately upon issuance of an invoice, the School agrees to pay the fuel escalation charge assessed. Whenever the cost of fuel loads returns to \$23,000 or less, this provision will be suspended. As an estimate for budgeting purposes only, Contractor acknowledges School's Proportionate Share is 1%.

Compensation for all Trip Services provided hereunder (Section "B" on Page 5) may be adjusted annually starting each Subsequent Year. If any unusual circumstances beyond the Contractor's control arise such as a sharp increase in Insurance Costs, Fuel Costs, or Operating Expenses, the Contractor will notify the School about the need for a surcharge to these rates. The surcharge per trip for the contract year will be \$19.00.

Any increases shall take effect as of each July 1. Each invoice that includes any increase in the Base Rate or any Surcharge or both shall be conclusively binding upon the School unless the School (1) pays the Contractor when due the total amount of the invoice, and (2) within 30 days after such invoice is sent, sends a notice to the Contractor objecting to such invoice and specifying the reasons therefore. In the event of a dispute, the parties shall mutually agree upon a compromise adjustment and document the agreement in writing.

**Payment for Service**

On or about the fifth day of each month, the Contractor shall submit invoices in duplicate for all services to be performed during the upcoming month under this contract and all additional charges incurred in the immediately preceding month. Payment for such services shall be made within fifteen (15) days of billing or prior to the first day of the upcoming month, whichever comes first. All fees are due in advance for each month that service is to be provided under this contract and must be received in full by the Contractor on or before the first day of the month.

**Termination of Contract**

The School may not terminate this contract prior to July 1, 2016 unless all said students no longer require transportation due to school transfer. If the School wishes to extend the term of this contract, the School shall provide the contractor with written notice of its desire to do so prior to March 1, 2016. If notice is provided thereafter, the Contractor shall not be obligated to extend the term of the contract but will make every effort to do so.

**General Provisions**

In the event of any legal action arising out of this contract, or any portion thereof, the prevailing party therein shall be entitled to reasonable attorney's fees. This contract represents the entire agreement between the parties. Any modification of this contract will be effective only if it is in writing and signed by both parties. If any provision of this contract is held by a court of competent jurisdiction to be invalid, the remaining provisions shall nevertheless continue in full force. Failure of either party to insist on strict compliance with any of the terms and conditions hereof in one instance shall not be deemed a waiver of such term or condition thereafter. This contract shall be governed by and construed under the laws of the State of California.

**Executed on August 15, 2015, at Los Angeles, California**

**SCHOOL:**

**Oak Park Unified School District,**

**By:**

**CONTRACTOR:**

**Tumbleweed Educational Enterprises, Inc.,**

**By:**

---

**Martin Klauss**

**Asst. Superintendant – Business &  
Administrative Services**

---

**Erin L. Benfield**

**President**