



# Michael's Transportation Service, Inc.

140 Yolano Dr. | Vallejo, CA 94589 | Tel: (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 MORGAN HILL UNIFIED 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 or Class B** drivers with Passenger Endorsements certificates; and

Whereas **MORGAN HILL UNIFIED SCHOOL DISTRICT** is an employer of **School Bus/SPAB** and/or Class B CDL certified drivers, and periodically requires additional drivers to fill temporary employment openings; and

Whereas, MTS agrees to provide qualified candidates to **MORGAN HILL UNIFIED SCHOOL DISTRICT** in order to fill their temporary job vacancies for **School Bus/SPAB** or Class B CDL certified Class B CDL drivers; and

Whereas, both parties agree that the operation of **MORGAN HILL UNIFIED SCHOOL DISTRICT** vehicles by the temporary drivers is not a joint venture, and no joint venture has been entered into; and

Whereas, **MORGAN HILL UNIFIED 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 **5/20/2021 to 6/30/2022** and or ending when **either party decides to terminate**.

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 MORGAN HILL UNIFIED SCHOOL DISTRICT, provided drivers are available. (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 MORGAN HILL UNIFIED SCHOOL



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DISTRICT based upon availability, or under the terms set forth at Paragraph 1, above and below.

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 MORGAN HILL UNIFIED SCHOOL DISTRICT, and indemnify and defend MORGAN HILL UNIFIED SCHOOL DISTRICT from any payroll related claims arising therefrom, including but not limited to wage and hour claims.

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 MORGAN HILL UNIFIED SCHOOL DISTRICT. This information will be made readily available to MORGAN HILL UNIFIED SCHOOL DISTRICT for purposes of adding the temporary driver(s) to MORGAN HILL UNIFIED SCHOOL DISTRICT insurance policy/policies or other purposes as deemed necessary to determine the acceptability of any temporary driver provided by MTS.

## **MORGAN HILL UNIFIED SCHOOL DISTRICT agrees to:**

1. Accept a minimum of 1 temporary **Class B SCHOOL BUS/SPAB Certified Driver**, or additional drivers as agreed upon by the Parties, as requested from **MORGAN HILL UNIFIED SCHOOL DISTRICT** and that are available from MTS. **MORGAN HILL UNIFIED SCHOOL DISTRICT** agrees to pay a rush fee of \$50 for each driver provided by MTS when requests are made within 24 hours and the drivers are available.

2. **Pay MTS an hourly pay rate of \$55.00 For SPAB or SCHOOL BUS Drivers**, with a minimum of 8 hours on duty per day

3. **Any hours over 40 hours within a work week (5 days consecutive) will be billed at \$65.00 per hour with a minimum of 8 hours on duty.**

4. **Any hours on sixth day and seventh day consecutive within a work week (Monday to Sunday)** will be billed at \$65.00 per hour for **Class B SCHOOL BUS/SPAB Certified Drivers** with a minimum of 8 hours on duty

*If assignment requires hotel accommodations, **MORGAN HILL UNIFIED 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*





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- a) *If assignment is overnight (due to legal hours compliance or distance), MORGAN HILL UNIFIED SCHOOL DISTRICT will pay \$55.00 per hour for a School Bus/SPAB Certified Driver or Class B driver Certified Driver with a minimum of 12 hours on duty, per overnight, per driver.*
- b) *Should assignment exceed 8 hours total on duty/driving time, MTS will bill at time in to time out at MORGAN HILL UNIFIED SCHOOL DISTRICT's yard less 1 hour for lunch.*

3. **NO COMMUTE FEE- FOR MORGAN HILL**-Pay MTS a Daily Commute Fee rate of \$20.00 per day, per driver, when applicable (for drivers dispatched from Sacramento, Vallejo and Watsonville).

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 spot time, or if driver shows up, but is not needed for any reason. (Rate will be determined based upon an 8 hour minimum schedule.)

6. Acknowledges that rates are subject to change, in writing, at any time for jobs that are not set up.

7. **MORGAN HILL UNIFIED SCHOOL DISTRICT** will provide any temporary driver with all legally required **rest breaks** and a **lunch break** not to exceed the total of one (1) hour in addition to required **rest breaks**, in keeping with applicable laws, and not to include any such lunch break in its timekeeping records as compensable time. **MORGAN HILL UNIFIED SCHOOL DISTRICT** must advise MTS in writing if any temporary driver(s) do not take **rest breaks** or lunch.

8. Add temporary employee and MTS as an additional insured to **MORGAN HILL UNIFIED SCHOOL DISTRICT** vehicle policy, limited to MORGAN HILL UNIFIED SCHOOL DISTRICT exposure only while operating MORGAN HILL UNIFIED SCHOOL DISTRICT vehicles.

9. Provide MTS with copy of Certificate of Insurance.

10. Verify and sign each temporary driver's weekly timesheet at the end of each shift to ensure



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proper payment of wages for the temporary driver(s), when applicable. In order to ensure accurate billing, **MORGAN HILL UNIFIED SCHOOL DISTRICT** will provide every Monday for the previous week's work, a time sheet(s) verifying all temporary driver's work time and fax to 707-643-1906 - Attention - Temp Driver Billing or scan and email document(s) to: [info@bustranportation.com](mailto:info@bustranportation.com) The Dispatch phone number for Vallejo is 707.643.2099/Sacramento 916.929.8833/Watsonville/831.786.0246

11. Treat temporary driver in similar manner as all other such driver employees, including but not limited to DOT limits of hours worked, and ensuring compliance with all labor code statutes **regarding** employees' 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 **MORGAN HILL UNIFIED SCHOOL DISTRICT**. If **MORGAN HILL UNIFIED SCHOOL DISTRICT** hires any such temporary employee, instructors and/or maintenance personnel, associated with this contract, who has performed paid services under this contract, within 365 days of the termination of that temporary employee's assignment, **MORGAN HILL UNIFIED SCHOOL DISTRICT** will owe and pay MTS **\$45,000.00** (per incident).

14. **MORGAN HILL UNIFIED 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, **MORGAN HILL UNIFIED 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 **MORGAN HILL UNIFIED SCHOOL DISTRICT** vehicles by the temporary drivers is not a joint venture, and that no joint venture has been entered into.

16. **MORGAN HILL UNIFIED SCHOOL DISTRICT** recognizes all invoices as due and payable upon receipt.



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17. **MORGAN HILL UNIFIED SCHOOL DISTRICT** agrees to contact Temp Driver Staffing Lead to request/schedule temporary driver(s) and not the driver(s) directly. MTS Drivers are also scheduled for trips and routes for MTS and there may be scheduling conflicts unbeknownst to MORGAN HILL UNIFIED SCHOOL DISTRICT.





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## Billing Breakdown:

QTY	Item	Other Fees	Rate/Hour per Driver	Minimum Note: See Section "MORGAN HILL UNIFIED SCHOOL DISTRICT Agrees to" – Page 2 Sec 2	Total per Day
1	School Bus /SPAB Driver		\$55.00	8	\$440.00
1	School Bus/SPAB Driver over 40 hours weekly	Billed at 65.00 "per hour" on same day	\$65.00	8	TBD
1	School Bus/SPAB Driver on 6 <sup>th</sup> and 7 <sup>th</sup> day consecutive		\$65.00	8	TBD
1	Overnight School Bus/SPAB Driver		\$55.00	12	TBD
1	<b>Class A /Class B Driver</b>		<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
1	Class A/Class B Driver over 40 hours/week		\$	TBD	TBD
1	Class A/Class B Driver on 6 <sup>th</sup> and 7 <sup>th</sup> day consecutive		\$	TBD	TBD
1	Overnight Class A/Class B Driver		\$	N/A	\$
1	Class A/ Class B w/VTT		\$	N/A	\$
1	<b>Proficiency all driver classifications</b>		<b>\$35.00</b>	<b>TBD</b>	<b>\$</b>
1	<b>Daily Commute Fee per Driver per Day</b>	<b>\$20.00</b>	<b>N/A</b>	<b>TBD based on no. of drivers x no. of days</b>	
1	Rush Fee	\$50.00	N/A	Applies if request is made within 24 hours' notice given to MTS for a driver	
1	Hotel Fee			At MORGAN HILL UNIFIED SCHOOL DISTRICT's expense	
1	Per Diem if overnight required	\$25.00/day		TBD based on number of drivers multiplied by number of days	



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1	Driver cancellation fee 50% of base charge for driver			If less than 24 hours' notice or if driver reports to duty but is not needed
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## INDEMNIFICATION

The Parties hereto expressly acknowledge and agree that under the terms of this Agreement, MTS shall only provide temporary drivers to **MORGAN HILL UNIFIED SCHOOL DISTRICT**, and will not be supplying vehicles, equipment or transportation services. All temporary drivers provided to MORGAN HILL UNIFIED SCHOOL DISTRICT pursuant to the terms of this Agreement will thereafter be solely under the direction, control and supervision of MORGAN HILL UNIFIED SCHOOL DISTRICT management during all work shifts, and shall operate MORGAN HILL UNIFIED 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, **MORGAN HILL UNIFIED 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 MTS, 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 **5/21/2021**.

Michael's Transportation Service, Inc.

**MORGAN HILL UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Anthony Summers

Print Name: \_\_\_\_\_

Title: Business Development Leader

Title: \_\_\_\_\_

Date: 5/21/21

Date: \_\_\_\_\_





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## SUPPLEMENTAL QUESTIONNAIRE

*To meet your driver need please answer the following questions so that we may satisfy the assignment.*

1. Billing Address:
2. Accounts Payable Contact ( Name | Phone | Email):
3. Reporting Address: (Where driver reports)
4. Dispatching/Operations Contact (Name | Phone | Email):
5. Vehicle Type (Year | Make | Model):
6. Air Brakes: YES / NO
7. Required Hours for Proficiency
8. General Time Frame for Assignment: Day, Week, Month, More?
9. Any Special Dress Code required?
10. How many hours from terminal to terminal?
11. Is there a Mid-Day Route?
12. Can you provide the Lefts and Rights?
13. Do you utilize Ambulatory or Non-Ambulatory Vehicles?
14. Do you have "Q-Straints" tie downs in your vehicles and or what type of restraints do you have?
15. Are there lifts or folding elevated ramps for your vehicles?