INFORMATION SHEET 12/14/2021 TRUSTEES' MEETING

ATTACHMENT 7.8

TO: Jim Bridges, Superintendent

FOR: Board of Trustees

FROM: Dena Whittington, CBO

ISSUE: Agreement with Kango to Provide Transportation Services

The District is legally required to provide home-to-school transportation to students who meet certain criteria. Failure to comply could jeopardize district funding and expose the district to potential litigation. The District is currently running two bus routes with seats filled to capacity. The Drivers are also at the maximum number of hours they can drive per CHP requirements. The vacant driver position is posted has yet to receive a qualified applicant.

Kango is a vendor who is offering to provide home-to-school transportation to students as deemed necessary by districts. Drivers are vetted, and must pass a drug screening and background check, by the vendor. Drivers use their personal vehicle that has also passed a vigorous safety check. The vendor also has their own preventative Covid guidelines. At this time, one of our neighboring districts is successfully using this provider. Kango does provide booster seats when needed.

This option would only be available to students the district is legally required to transport and not general education students. This will not reduce the current waiting list. Parents are able to contract directly with Kango if they desire.

November 9th, 2021
Jefferson School District
Attn: Dena Whittington
1219 Whispering Wind Ln.
Tracy, CA 95377

Dear Dena,

This letter agreement ("Letter") is effective as of the date stated above ("Effective Date") by and between Jefferson School Disrict ("District"). Service is subject to the Kango Terms of Use available at http://www.Kangoapp.co/terms.html and the Kango Privacy Policy available at www.Kangoapp.co/privacy.html, both of which are incorporated into this Letter by this reference. This Letter supplements and amends the Terms of Use and Privacy Policy; except as modified by this Letter, all terms and conditions of the Terms of Use and Privacy Policy will remain unchanged. In the event of any conflict between the terms of this Letter and the Terms of Use or Privacy Policy, this Letter shall control. Any capitalized terms used herein without definition shall have the meaning given to them in the Terms of Use or Privacy Policy. District and Kango agree as follows:

1. District will adopt the Kango Service as a transportation service for its school community, starting in the 2021-22 school year. District will inform its community about its adoption of Kango, at the beginning of the school year. For example, this may be done via one or more of the following means:
   a. inclusion of Kango in Back To School communications from the School;
   b. specific communications from the School about how to get started using Kango for rides;
   c. designating volunteers from the School Extracurricular Activities team, to organize and serve as administrators of School groups using Kango; and
   d. participation by the Kango team in Back to School events for parents.

2. Kango will endeavor to provide scheduled rides for the District as entered by an Account Manager based on a school calendar provided by the District. A school administrator may have "viewing access" to our console, which displays the ride schedule. Due to post-pandemic conditions, please note that Kango cannot guarantee 100% ride fulfillment

3. District is subjected to a 5 day cancellation policy. 2 weeks of advance notice is also required when taking a vacation lasting a full week or when removing a student permanently from a

route prior to the committed time frame.

4. Ride fares will be fixed and follow [route] estimates provided in Exhibit A. These may be reevaluated for the second semester based on demand. Monthly invoices will be provided. Payment terms are net 30 days.

5. All use by Kango of any Personal Information of District's community members shall be in accordance with the Kango Privacy Policy. Kango confirms that it will not share, rent nor sell such Personal Information with any third parties in a personally identifiable form, except in the limited circumstances set forth in such Privacy Policy.

6. District will indemnify and hold Kango, its parents, subsidiaries, affiliates, officers, and employees harmless (including, without limitation, from all damages, liabilities, settlements, costs and attorneys' fees) from any claim or demand made by any third party due to or arising out of School's access to and use of the Services, including without limitation any claims or demands relating to or arising from or during activities organized by School or its community members using the Kango Services.

7. Kango may disclose that District is one of its customers to any third party, including without limitation in its publicity and marketing materials.

8. Kango will maintain its license and insurance and ensure all drivers are background checked, fingerprinted, registered with the CA Trustline Caregiver registry, DMV checked, and have childcare experience.

9. District will review and enforce Kango's COVID-19 Safety Guidelines outlined at https://www.kangoapp.com/covid-safety.html. School acknowledges and agrees that while Kango will use reasonable efforts to follow and enforce the COVID-19 Safety Guidelines, using the Services inherently includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. School has read and agrees to the attached COVID-19 Safety Acknowledgement - Release of Liability and Assumption of Risk, which is hereby incorporated by reference.

10. The terms of this Letter shall not be modified or amended other than by a writing executed by both parties by their duly authorized representatives.

11. If you agree with this Letter, please countersign an attached copy of the Letter and email it back to me at sara@kangoapp.com.

Sincerely,

DOLIGHTFUL, INC.

By:_____
Name: Sara Schaer
Title: President/CEO

Accepted and agreed by

Jefferson School District

By:_____
Name:
Title:

COVID-19 SAFETY ACKNOWLEDGEMENT - RELEASE OF LIABILITY AND ASSUMPTION OF RISK

This Release of Liability and Assumption is entered into by and on behalf of DoLightful, Inc. ("Kango") and the school referenced below ("District") in connection with District and its parents, students and community using the transportation services provided by Kango (the "Services"). In consideration of being permitted by Kango to use the Services, District agrees to all the terms and conditions set forth in this instrument (this "Release").

RELEASE AND WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, DISTRICT HEREBY RELEASES, WAIVES AND FOREVER DISCHARGES ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST KANGO, INCLUDING IN EACH CASE, WITHOUT LIMITATION, ITS DIRECTORS, OFFICERS, EMPLOYEES, DRIVERS AND AGENTS (THE "RELEASED PARTIES"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH DISTRICT, ITS STUDENTS, PARENTS AND COMMUNITY AND THEIR HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON THEIR BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM THE USE OF THE SERVICES.

ASSUMPTION OF THE RISK. District acknowledges and understands the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. District knowingly and freely assumes all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and
3. District hereby knowingly assumes the risk of injury, harm and loss associated with the Services, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

This waiver and release does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that California law does not permit to be released by agreement.

District understands that by signing this Release, it is waiving any and all claims, of any kind arising out of or attributable to the use of the Services by District, its students, parents or community, including those claims that may be unknown to District, or which it does not suspect to exist at this time. **WITH THE INTENTION OF WAIVING ALL UNKNOWN AND UNSUSPECTED CLAIMS, DISTRICT HEREBY EXPRESSLY WAIVES ALL RIGHTS, BENEFITS, AND PROTECTIONS IT MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS:**

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

District shall defend, indemnify, and hold harmless the Released Parties against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, arising out of or resulting from any claim of a third party related to the use of the Services, including any claims arising out of School's own negligence.

If any term or provision of this Release is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of Kango and School and their respective heirs, successors, and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in San Francisco, California.

BY SIGNING BELOW OR USING OR PROMOTING THE SERVICES, DISTRICT IS DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES.

Signed:

_____

Printed Name:

_____

District:

Jefferson School District

Date: _____

Exhibit A

*Specific route information to be provided by the district at a later date**

Kango's Per Mile Pricing for the **2021-22** School Year is as follows:

$38 minimum fare, inclusive of the first 4 miles
$2.99 per additional mile

Pricing is inclusive of two passengers per vehicle, all driver PPE, route analysis, Kango's Standard Liability Insurance, and Kango Account Management/Support

e

COVID-19 POLICIES DESIGNED FOR SAFETY, WITH A PROCESS TO ACHIEVE IT

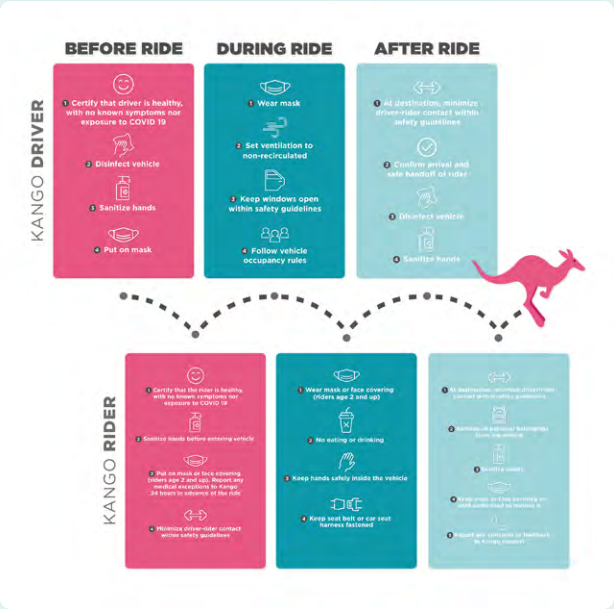
SAFETY DIVIDERS IN PLACE

FACE MASKS REQUIRED

NEW POLICIES

Kango has put in place a set of protocols and app updates that we believe are best-in-class for safe youth transportation. We developed these protocols in collaboration with a panel of physicians, pediatricians, and public health and infectious disease experts. From institutions ranging from Harvard University Medical School to the Center for Global Health Science and Security at Georgetown University, these doctors have reviewed and provided feedback on our detailed procedures.

We are providing Kango drivers with PPE supplies. Additionally, in standing alongside our panel of medical experts, we believe that a uniform mask requirement for both driver and rider best ensures the safety of our families and providers. Per CDC mask guidelines, passengers age 2 and up are required to wear a mask or face covering while riding with Kango, unless they require a medical exception.

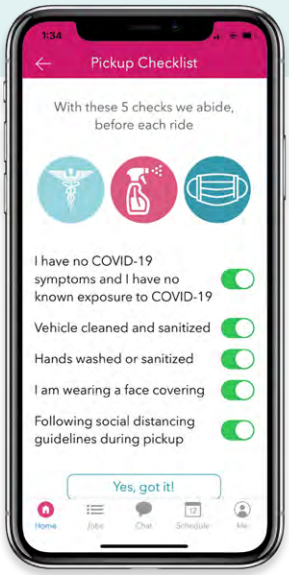


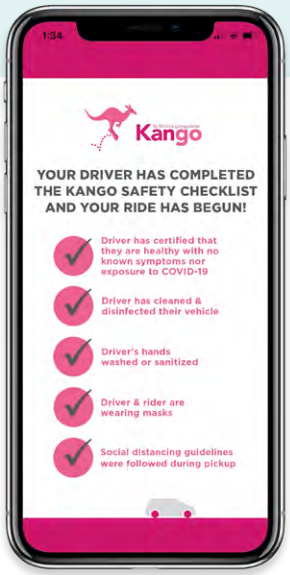
CLICK HERE TO LEARN MORE

> **Kango cares about the safety of the communities they serve**, and have worked to develop new protocols accordingly. Their services are an important part of the solution, as we determine how children can **safely go back to school**. I have worked with Kango to help develop **safer policies for our children**, and I look forward to supporting Kango's thought leadership on Covid-19 policies.

– Dr. Abraar Karan MD, MPH, DTM&H

Hiatt Residency in Global Health Equity | Brigham & Women's Hospital
Harvard Medical School





for families going places

Kango

How do we vet driver candidates at Kango?

EACH DRIVER OR SITTER MUST PASS OUR KANGO SAFETY CHECK:

- Trustline caregiver certification (CA) or Clearance Card (AZ) required
- Background check (includes criminal and sex offender searches from multiple states, counties and databases as well as a check for multiple aliases)
- DMV check (from multiple states, counties and databases)
- 19 point vehicle inspection
- Phone screen
- Two reference checks
- In-person interview
- Compliant with COVID-19 health policies - disease overview and implications, driver/rider safety, Kango protocols and procedures on safety and public health