INFORMATION SHEET 12/14/2021 TRUSTEES' MEETING

ATTACHMENT 7.9

TO: Jim Bridges, Superintendent

FOR: Board of Trustees

FROM: Dena Whittington, CBO

ISSUE: Agreement with KidzJET 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 that has been posted has yet to receive a qualified applicant.

KidzJET 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. KidzJET 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 KidzJET if they desire.

Driver Policy

We wouldn't trust just anyone to drive our kids, and so we ensure that your kids are in good hands. Our drivers go through strict checks before and after employment.

Pre-Employment

- All potential employees are phone screened and then interviewed face to face by our team
- All candidates are required to go through a strict background check. Our drivers are all registered with Trustline™ (The State of California's authorized screening program with access to fingerprint records at the California Department of Justice and the FBI)
- All our candidates also go through a thorough Drug and Alcohol test before being hired
- We ensure that the drivers hired hold clean driving records
- All drivers are CPR and first aid certified and receive CANRA training.

Post-Employment

- All KidzJet drivers go through an initial training and orientation with our most experienced drivers
- We keep a check on drivers' driving behaviors and records. KidzJet is notified if one of our drivers gets a moving violation
- All our drivers are registered for the Pull Notice program with DMV, where they can be randomly called in for drug and alcohol tests.
- Drivers recertify for first aid and CPR training on a periodic basis

Safety is #1 Priority. With the advent of the COVID-19 pandemic, we are acting quickly to enhance our safety measures. We want Kidzjet drivers to deliver safe rides in the time of COVID-19, and feel safe doing so. COVID Safe Ride Standards incorporate advice from public health experts as well as local guidelines.

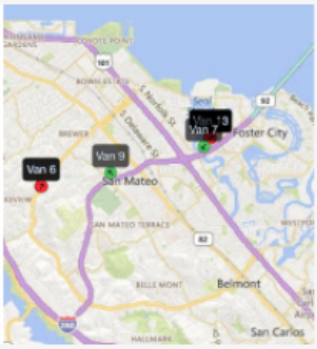
- **Updated Checkin:** Kidzjet Driver will affirm that they are asymptomatic and have not been exposed to COVID-19. Drivers will be checked for any COVID-19 symptoms which will include testing and temperature checks.
- **Personal Protective Equipment:** Kidzjet Drivers will wear face coverings and proper personal protective equipment during rides; Students are also asked to follow CDC and local guidelines on wearing personal protective equipment. We will also conduct random temperature checks for riders.
- **Safe Distancing:** Rider Shields will be installed in all KidzJet vans. We will also have seating arrangements that will allow physical distancing within the van.
- **Sanitation:** After every ride, all vehicles will be disinfected following CDC recommendations. At end of each day all vehicles will go thru detailed cleaning and inspection.
- **Safety First:** Kidzjet will require all students to follow CDC and local guidelines by keeping students home if they show COVID-19 symptoms.

Safety Policy

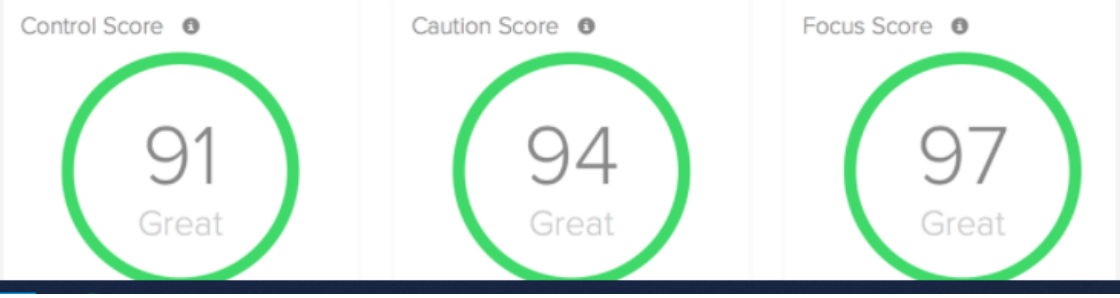
Safety Policy

We don't just say that we believe in Safety, we live by it. Our staff is TrustLineTM certified. Our Fleet goes through extensive inspection and routine maintenance checks. Safety is built into our core technology platform to minimize human errors. Being parents ourselves, we know that there is nothing more important than the safety of our children.

- We follow all the CPUC, CHP and DMV guidelines for kids transportation.
- All trips are monitored by KidzJet realtime. All our vehicles are equipped with a GPS tracking system, enabling us to know their location at any given time. Customer support is available by phone or email for all trips.



- All our drivers must pass rigid background checks pre-employment as well as post employment.
- Each driver's behavior while driving, including use of phones is monitored to ensure that the drivers focus on safety, more than anything else



Transportation Agreement for the 2021-2022 School Year

This Transportation Agreement ("Agreement") is a contract between KidzJet, Inc. ("KidzJet") and XYZ School ("School") by which KidzJet agrees to provide scheduled transportation services to School's students pursuant to the following terms and conditions:

1. KidzJet agrees to provide transportation to and/or from the designated locations for the agreed upon dates of service. Pick up and drop off schedule is noted in item # 17. KidzJet transportation services shall be provided in accordance with California and local laws and regulations.

2. KidzJet represents that the transportation services provided pursuant to this contract are exempt from California Public Utilities Commission regulation pursuant to Public Utilities Code Section 226(b), which provides that "(b) 'Passenger stage corporation' does not include that part of the operations of any corporation or person engaged in the ownership, control, operation, or management of any passenger stage over any public highway in this state, whether between fixed termini or over a regular route or otherwise, engaged in the transportation of any pupils or students to and from a public or private school, college, or university, or to and from activities of a public or private school, college, or university, where the rate, charge, or fare for that transportation is not computed, collected, or demanded on an individual fare basis."

3. KidzJet can outsource a portion of the services provided under this Agreement to a third-party, including KidzJet partners, on the condition that: a. KidzJet retains co-responsibility for all aspects of said third-party's acts or omissions; b. the third-party fully complies with all applicable laws, regulations and ordinances; and c. the third-party carries the same types and levels of insurance as described in paragraph 9 below, and KidzJet provides School with copies of the policies as well as any riders or changes to the policies. It is KidzJet's exclusive responsibility to ensure that it contracts with a third-party that the relationship is, in fact, a bona fide independent contractor, and neither the third-party nor those providing services through the third-party are serving as common law employees of School. The parties recognize that School is not in the business of providing transportation for its students to and from their residences and the school. KidzJet agrees to indemnify and hold the School harmless from any claim made by its third-party contractor as well as any employee of or contracting individual with the third-party.

4. KidzJet does not provide specialized equipment (such as special or adapted buses, lifts, and ramps), and may not be required to provide special transportation for a child with a disability under this Agreement.

5. KidzJet will strive to provide on-time services; however, under no circumstance shall KidzJet, its employees or its contractors transport School's students in an unsafe or reckless manner or violate any driving laws or ordinances. Likewise, KidzJet's drivers shall not use a cell phone or engage in text messaging while driving. If necessary to do

so, the driver must pull over in a safe manner and park the vehicle before using the phone or texting. KidzJet pick up and drop off time estimates are +/- 15 minutes of scheduled time(s) and can vary based on traffic flow and weather conditions, and thus are subject to change. Other contingencies like traffic congestions, accidents along the route and other students being late can also cause delays, which are beyond KidzJet control. KidzJet shall not be held responsible for such delays. KidzJet will inform the School administrator if there is a delay.

6. Seat belts or child restraint chairs are required for all passengers on KidzJet vehicles. KidzJet reserves the right to terminate transportation for any child that does not cooperate with the use of seat belts or car seats. All discipline problems shall be reported to the School in writing following completion of the route. Procedures and regulations for the administration of discipline shall be established cooperatively between the School and KidzJet.

7. Kidzjet is not liable for the health, safety or welfare of School's students once they are dropped at the agreed destination; however, Kidzjet shall not leave any student unattended.

8. Any damage to Kidzjet property/vehicle caused by a rider is the responsibility of the School.

9. COVID-19: Given COVID-19 outbreak, we require all riders and Kidzjet employees to follow safety guidelines published by State, County and CDC. These guidelines include:

    1. Personal Protective Equipment: Its required that all students and driver at all times are required to wear face coverings and proper personal protective equipment during ride and while getting in and out of the van.
    2. Kidzjet will require all students to follow CDC and local guidelines by keeping student home if they show symptoms of COVID-19. Kidzjet can check the rider temperature using infra-red electronic equipment. Kidzjet has the right to refuse ride to any student if they show symptoms of COVID-19 or refuse to follow the Kidzjet van rules.
    3. All students will be required to follow safe distancing. Student can only be seated in assigned seats and will not be allowed to move around during the ride.
    4. Windows will be kept open to provide air circulation. Air conditioning will be turned off at all times.
    5. All students will follow safe distancing guidelines when getting in and out of the van.
    6. School and student will have responsibility to inform Kidzjet about any student/teacher if they test positive for COVID-19 or came in contact with someone who has been tested positive. Kidzjet will share the same information with the school about its employees.
    7. Students should only ride at their own risk knowing that they may be at the risk of exposure to COVID-19. These are unprecedented circumstances and Kidzjet is

not liable for any damage whatsoever. Please refer to COVID-19 Waiver form. Only riders who have signed the waiver will be allowed to ride the van,

10. Insurance: KidzJet shall provide, pay for and maintain in effect during the term of this Agreement, insurance as follows: a. Workers Compensation as required by law to a minimum of $1,000,000 per occurrence; b. General Commercial Liability and Property Damage Insurance in the minimum aggregate amount of $ 2,000,000; c. Commercial Automobile Liability Insurance to a minimum of $1,500,000 per occurrence. The policies shall not be claims-made. The policies shall provide for thirty (30) day written notice of cancellation or material change. Within five (5) days of the execution of this Agreement, KidzJet shall provide School with a certificate of such insurance policies on which School is named as additional insured. The obligation to carry insurance shall not limit or modify any other obligations assumed by KidzJet under this Agreement. School shall not be under any duty to examine such insurance certificate(s) or to advise KidzJet in the event the insurance is not in compliance with the terms of this Agreement. However, KidzJet shall provide School with current copies of all of the above insurance policies upon School's request, including any changes or riders to any of the policies.

10. Indemnification: To the fullest extent permitted by law, KidzJet shall indemnify and hold harmless, and at School's option, defend the School, and its Board of Trustees, employees, representatives, and agents from and against any and all suits, actions, legal proceedings, claims, demands, damages, losses and expenses including attorneys' fees, arising out of or resulting from the acts or omissions by KidzJet, including a claim, damage, loss or expense attributable to: (1) bodily injury, sickness, disease or death to any person, including the School's staff, KidzJet's employees, contractors, subcontractors, agents, representatives, guests or invitees; (2) injury to or destruction of property (including property of the KidzJet or the KidzJet's employees, contractors, subcontractors, agents, representatives, guests or invitees); (3) claims of liens from the KidzJet's employees, contractors, subcontractors, agents, representatives, guests or invitees; or (4) the presence of hazardous, toxic, or petroleum products resultant from the KidzJet's activities or the activities of the KidzJet's employees, contractors, subcontractors, agents, representative, guests or invitees, but only to the extent caused in whole or in part by acts or omissions of the KidzJet or the KidzJet's employees, contractors, subcontractors, agents, representatives, guests or invitees, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to any person or party described in this paragraph. Kidzjet agrees to comply with all requirements of federal, state or local law, ordinances rules or regulations and shall indemnity, defend and hold blameless the School from and against any liabilities or claims arising out of or from any alleged breach of such laws, ordinances, rules or regulations in the performance of KidzJet's services under this Agreement. The terms of this indemnity shall survive the expiration, or earlier termination, of this Agreement. Within five (5) days of the execution of this Agreement, the KidzJet shall provide the School with a certificate of such insurance policies as well as the policies if so requested by the School.

11. KidzJet represents and warrants that:

    a. KidzJet follows all California Public Utilities Commission and California Department of Motor Vehicles guidelines for children's transportation;
    b. All KidzJet drivers (i) are registered with TrustLine; (ii) are pre-screened and periodically tested for drugs and alcohol: (iii) hold clean driving records; (iv) are enrolled in the Pull Notice Program; (v) receive periodic safety training; (vi) will abide by the rules of the road; (vii) are periodically trained and tested on their understanding of the vehicles that they operate for KidzJet; (viii) are required to perform daily inspections; and (ix) are First Aid certified; and.
    c. KidzJet performs all of the above checks on its drivers before hiring and randomly throughout each driver's employment.

12. Management Personnel: KidzJet shall designate a permanent regular, manager/ supervisor to be directly responsible for the provision of all services required in this contract. The manager/supervisor will be responsible for providing safe and efficient transportation services required by this Agreement and will supervise necessary support staff required for on-site management. This person shall work with ("School") Designee for purposes of service coordination. KidzJet shall inform the School of the name(s) and business address(s) of such management personnel.

13. Term of Agreement: The term of this Agreement shall coincide with the School's regular calendar school year, which initially is from 00/00/0000 through 00/00/0000. The Agreement shall automatically terminate on 00/00/0000, unless the parties expressly agree in writing to extend the Agreement for an additional year. Further extensions of this Agreement shall be subject to the parties agreeing in writing for each such extension on a year by year basis.

14. Termination: Either party may cancel this Agreement at any time by giving a 30-day written notice. School may terminate in lieu of notice by paying KidzJet the lesser of the equivalent of 30 days' notice or the balance of the contract term. Service will be terminated with immediate effect if Kidzjet driver/employee or student on the van directly or indirectly came in contact with someone who has been tested positive for COVID-19. Service will only resume once it's safe per CDC guidelines, and its determined that resuming service will not jeopardize health and safety of students and Kidzjet employees. This Agreement shall be governed by the laws of the State of California with venue in the County of San Mateo.

15. All services are to be paid pursuant to the agreed upon payment schedule and are nonrefundable. KidzJet cannot provide refunds or credit for any reason, including student absences, cancellations, sick days, expulsions or suspensions during a billing month.

16. Payment Terms and service charges:

a. The parties agree that KidzJet shall invoice School monthly based on the actual school days. The daily rate shall be $00.00 per day and $00,000.00 for the 0000-0000 school year.

b. Billing: All billing is done electronically on a monthly basis. Full payment must be made by due date established on an electronic invoice in order to provide service. Payment will be due and payable within ten (10) days from the date of receipt of invoice. Processing fee of 3.4% will be charged for the credit card payment. If School pays by check, the check shall be payable to "KidzJet, Inc." and mailed to: 951 Mariners Island Blvd. Suite # 300, San Mateo CA 94404.

c. Late Fee: A late fee of 10% will be charged by KidzJet to School if invoice is not paid within 30 days of the invoice date.

d. Deposit: Upon the parties' execution of this Agreement, School shall pay KidzJet the sum of $0.00, as a pre-payment to be applied as a credit to KidzJet's last month invoice and, if any excess, the balance will be refunded.

e. Clean-Up Fee: No food or colored drinks are allowed to be consumed in a KidzJet van by School's students. At KidzJet's discretion, School will be charged up to $200.00 for each incident by a student, such as a spill or sickness, requiring a special cleaning of a van.

f. Route Add/Change Fee: After two weeks of start of the contract, any changes to route pickup/drop-off location, change in pickup/drop-off time, addition or deletion of new routes will be charged with a $50/hour administration fee. Kidzjet will communicate to the school these charges once we receive the change request. Only after approval of admin fee the changes will be made. Admin charges will be billed with monthly invoice.

g. No-show/ Missing adult at drop off: Student safety is of utmost importance to us. If student is unable to be left at the specified drop-off location due to being locked out, an adult not being there upon arrival, unforeseen changes in your child's extracurricular activities, etc., KidzJet will contact the School to get an alternative drop off location. There will be, however, a $25.00 surcharge if the driver has to wait for more than 10 minutes. Additional charge of $5.00/minute will be applied for every minute after first 10 minutes. We request that School have a back-up plan for these situations.

h. COVID-19 Disinfection Charges: Due to COVID-19 outbreak all vans will be disinfected after every route. This requires detailed disinfection of frequently used surfaces like seat belts, seat covers, windows, handles, etc. An additional disinfection fee will be charged for $315.00 per month per van. These charges will be applied until CDC removes these restrictions.

17. Routes Description:

MORNING SHUTTLE
Vehicles Deployed:
Pick up Location:
Pick up Time:
Drop off Location:
Frequency:

AFTERNOON SHUTTLE
Vehicles Deployed:
Pick up Location:
Pick up Time:
Drop off Location:
Frequency:

The parties shall establish route pick-up and drop-off times and locations for each van. Any changes to the pickup and/or drop off details shall be subject to the parties' mutual agreement, and may result in additional charges. Additional vans can be added or eliminated on one week's notice at the same rate. A request for an additional van is subject to availability.

18. Notices: Notices to either party to this Agreement shall be by both email and overnight mail to the other party to their last known address. A notice to the School shall be addressed to the School's Director of Operations.

19. Severability: If one or more of the provisions of this Agreement is deemed void by law, the remaining provisions will continue in full force and effect.

20. Scope of Agreement: This Agreement is the complete agreement between School and KidzJet, and supersedes all prior oral and/or written representations or agreements. Any future changes to this Agreement must be in writing and signed by both the undersigned parties. There are no implied promises, obligations, covenants or guarantees in connection with this Agreement. Duly authorized representatives of the School and KidzJet have read this Agreement, understand it and agree to its terms as stated above.

XYZ School

Signature _____

Name_____

Title_____

Dated: _____

KidzJet, Inc.

Signature _____

Name_____

Title_____

Dated: _____

COVID-19 Waiver Form

With full awareness and appreciation of the risks involved, I on behalf of XYZ School, including students, parents, employees, contractors, teachers, executors, administrators, assigns, and personal representatives hereby forever release, waive, discharge, and covenant not to sue the Kidzjet Inc, its board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any third-party performing routes for Kidzjet or using Kidzjet equipment, or otherwise, while in, on, or around the Kidzjet employees and/or while using any Kidzjet vans facilities, tools, equipment, or materials.

XYZ School

Signature _____

Name_____

Title_____

Dated: _____