

**EAST VALLEY SCHOOLS TRANSPORTATION AGENCY
SPECIAL MEETING
Thursday, April 23, 2020
1:30 pm Open Session**

In response to the COVID-19 virus situation and in accordance with state and county public health officials' recommendations against group gatherings unless completely necessary, Board members will participate via teleconference.

Join Zoom Meeting:

<https://us02web.zoom.us/j/83064120486>

AGENDA

In Attendance:

- ☐ Juan Cruz, Superintendent, Franklin McKinley SD
- ☐ Veronica Lanto, Director of Maintenance & Auxiliary Svcs., Franklin McKinley SD
- ☐ Cheryl Jordan, Superintendent, Milpitas USD
- ☐ Wendy Zhang, Asst. Supt., Business Services, Milpitas USD
- ☐ Linh Le, Manager, Business Services, Milpitas USD
- ☐ Mariann Engle, Superintendent, Mt. Pleasant SD
- ☐ Tracy Huynh, Chief Business Operations, Mt. Pleasant SD
- ☐ Melissa Dumlao, Fiscal Advisor, Mt. Pleasant SD
- ☐ Dr. Emy Flores, Superintendent, Evergreen SD
- ☐ Delores Perley, Chief Business Operations, Evergreen SD
- ☐ Rick Navarro, Director of Operations, Evergreen SD
- ☐ Roxane Fuentes, Superintendent, Berryessa SD
- ☐ Kevin Franklin, Asst. Superintendent Business Services, Berryessa SD
- ☐ Miguel Cruz, Director, Maintenance, Operations & Transportation, Berryessa SD
- ☐ Wendy Gudalewicz, Superintendent, Orchard SD
- ☐ Jenina Moreno, Chief Business Operations, Orchard SD
- ☐ Shelly Ota, SELPA Director
- ☐ Bertha Torres, Transportation Coordinator, EVSTA

I. INTRODUCTIONS

- A. Quorum
- B. Approval of Agenda
- C. Members of the public may address the Council on any issues not otherwise on the agenda. No action can be taken on these items at this time, but they can be put on a future agenda.

II. RECESS TO CLOSED SESSION – 1:05 PM

III. RECONVENE TO OPEN SESSION – 1:30 PM

IV. ACTION ITEMS

- A. Discussion and Approval of Payment to Student Transportation of America

It is recommended that the East Valley Schools Transportation Agency approve/deny payment to Student Transportation of America during school closures due to Covid-19.

Motion: _____

Second: _____

Action: _____

Vote: _____

V. ADJOURNMENT (ACTION)

EAST VALLEY SCHOOL TRANSPORTATION JPA

3434 MARTEN AVE. SAN JOSE 95148

BOARD OF TRUSTEES:
MARIANN ENGLE
KATHY GOMEZ
WILL ECTOR
JUAN CRUZ
CHERYL JORDAN
WENDY GUDALEWICZ

April 13, 2020

Santa Barbara Transportation Corp
dba Student Transportation of America
Attn: Mr. Kenneth Pittman – Vice President
6500 Hollister Avenue, Ste. 100
Goleta, CA 93117

Re: East Valley School Transportation JPA – School Closures

Dear Mr. Pittman:

Previously, Mt. Pleasant Elementary School District ("District") notified Santa Barbara Transportation Corp dba Student Transportation of America ("STA") that, consistent with statewide policy, as announced by Governor Gavin Newsom and State Superintendent of Public Instruction Tony Thurmond on March 31, 2020, the District's schools will not physically reopen this school year.

Please allow this letter to serve as further notice that the East Valley School Transportation Joint Powers Authority ("JPA") will also not require or be able to receive transportation services from STA under the Agreement for Student Transportation Services ("Agreement"), dated February 26, 2019, between STA and the JPA, until the JPA is able to reopen its campuses to students.

The JPA appreciates STA's cooperation in this difficult time. Should you have any questions or concerns please do not hesitate to contact me.

Sincerely,



Tracy Huynh
Chief Business Officer

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-26-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS responses to the threat of COVID-19, including decisions about schools, should be informed by and commensurate with scientific evidence and real-time data related to protecting public health; and

WHEREAS schools are critical to the daily lives of many Californians; and

WHEREAS local public health and education officials, in collaboration, are best positioned to measure and balance competing considerations, including the community's current public health, access to food and care, availability of resources, and other factors informing responses to the threat of COVID-19; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

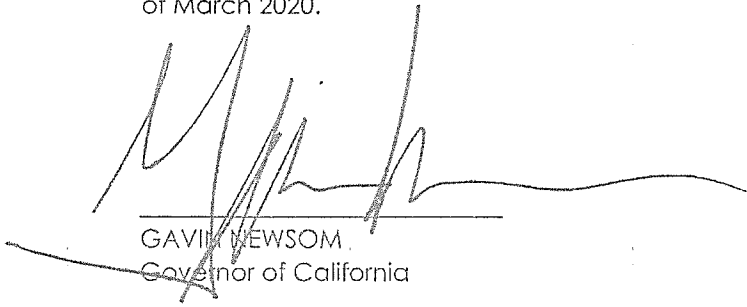
1. For purposes of this Order, Local Educational Agency (LEA) means school districts, county offices of education, and charter schools.
2. If an LEA closes its schools to address COVID-19, as provided in Paragraph 4 of this Order, the LEA will continue to receive state funding to support the following during the period of closure:
 - (i) Continue delivering high-quality educational opportunities to students to the extent feasible through, among other options, distance learning and/or independent study; and
 - (ii) Provide school meals in noncongregate settings through the Summer Food Service Program and Seamless Summer Option, consistent with the requirements of the California Department of Education and U.S. Department of Agriculture;
 - (iii) Arrange for, to the extent practicable, supervision for students during ordinary school hours; and
 - (iv) Continue to pay its employees.

3. If an LEA closes its schools to address COVID-19, the LEA is not prohibited from offering distance learning or independent study to impacted students. To the extent any state or local law might have been interpreted to the contrary, that law is waived.
4. For LEAs that initiate a school closure to address COVID-19, the closure shall qualify as a condition that prevents the maintenance of the LEA's schools during a fiscal year for at least 175 days pursuant to Education Code section 41422. Additionally, for such LEAs, the requirement in Education Code section 41422 to submit affidavits of the members of the governing board of the school district, the governing board of the county office of education, or the governing board or body of the charter school and of the county superintendent of schools are hereby suspended on the condition that the superintendent of the school district, the county superintendent of schools, or the charter school leader certifies in writing to the Superintendent of Public Instruction that the closure occurred to address COVID-19.
5. The California Department of Education and the Health and Human Services Agency shall jointly develop and issue guidance by March 17, 2020. The guidance shall include, but not necessarily be limited to, the following topics:
 - (i) Implementing distance learning strategies and addressing equity and access issues that may arise due to differential access to Internet connectivity and technology;
 - (ii) Ensuring students with disabilities receive a free and appropriate public education consistent with their individualized education program and meeting other procedural requirements under the Individuals with Disabilities Education Act and California law; and
 - (iii) Providing meals to be served in noncongregate settings at school and non-school sites in a manner that protects the safety of both students and school personnel, including classified employees.
6. The Labor and Workforce Development Agency and the Health and Human Services shall jointly develop and issue guidance by March 17, 2020 covering how to support parents to care for their children during ordinary school hours in the event of a school closure.
7. The Governor's Office of Business and Economic Development shall work with the California business community to encourage employers to exercise flexibility in the event of a school closure to enable parents to care for their children during ordinary school hours.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 13th day
of March 2020.



GAVIN NEWSOM,
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

EAST VALLEY TRANSPORTATION JOINT POWERS AUTHORITY

AGREEMENT FOR STUDENT TRANSPORTATION SERVICES

This Agreement for Student Transportation Services ("Agreement") delineates the contract between the East Valley School Transportation Joint Powers Authority ("Agency"), a joint powers entity, and Santa Barbara Transportation Corp. doing business as Student Transportation of America ("Contractor") (collectively "Parties").

1. **Scope of Services.** Contractor shall furnish services described below ("Services"):

As further described in **Exhibit A**, Contractor shall supply and maintain school buses ("vehicles") in quantity and capacity and personnel, as required to transport special education students and other persons designated by the Agency safely between school and a point reasonably close to the students' homes as specified by the Agency. Such transportation shall be provided for each and every day that school is convened and in accordance with routes and schedules.

The Agency reserves the right to change school hours, adjust starting times, increase or decrease service and to make periodic increases or decreases in the number and type of vehicles required.

2. **Term.** The term of service under this Agreement shall commence on the first day of the School Year in August, 2019 and shall continue for three (3) years through the end of the Summer School session in August 2022, at which point the Agreement shall terminate unless renewed subject to the terms of this Agreement. District may, at its option, renew the Agreement for a fourth (4th) year by providing written notice to Contractor at least sixty (60) days prior to the expiration of the initial term, and may, at its option, then renew the Agreement for a fifth (5th) year by providing written notice to Contractor at least sixty (60) days prior to the expiration of the renewal term, after which the Agreement shall terminate.

3. **Contract Documents.** This Agreement incorporates by reference the following Contract Documents attached hereto. Contractor, by executing this Agreement, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

<input checked="" type="checkbox"/> Notice to Bidders	<input checked="" type="checkbox"/> Criminal Background Investigation / Fingerprinting Certification
<input checked="" type="checkbox"/> Instructions to Bidders	
<input checked="" type="checkbox"/> Bid Form and Proposal	<input checked="" type="checkbox"/> Insurance Certificates and Endorsements
<input checked="" type="checkbox"/> Bid Bond	<input checked="" type="checkbox"/> Performance Bond
<input checked="" type="checkbox"/> Bidder Information and Form	<input checked="" type="checkbox"/> Exhibit "A" ("Scope of Services")
<input checked="" type="checkbox"/> Bidder's Statement Regarding Insurance Coverage	_____ [Other]
<input checked="" type="checkbox"/> Workers' Compensation Certification	_____ [Other]

4. **Compensation.** The Agency agrees to pay the Contractor for services rendered pursuant to this Agreement according to the rates and payment terms set forth herein. The Agency shall not be liable to Contractor for any costs or expenses incurred by Contractor in performing services pursuant to this Agreement.

5. **Payment.** Payment shall be made of all undisputed amounts in installment payments within thirty (30) days after the Contractor submits the "Monthly Schedule Billing

EAST VALLEY TRANSPORTATION JOINT POWERS AUTHORITY

Summary" to the Agency for services actually performed. The form of summary will be prepared jointly between the Agency and the Contractor.

5.1. The Agency has the right to withhold payment when, in the reasonable opinion of the Agency, the following has occurred and has not been cured within seven (7) days of written notification:

5.1.1. Contractor's performance of the Services, in whole or in part, has not been carried out or is insufficiently documented.

5.1.2. Contractor has neglected to, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.

6. **Billing.** Monthly billings to the Agency shall set forth the charges for each of the following categories:

6.1. Basic monthly charges.

6.2. Charge for transportation on "other services" as defined in **Exhibit A**.

6.3. Charges for vehicle aides.

7. **Liquidated Damages.** Contractor agrees that if the Services are not provided as specified herein, and/or pursuant to the schedule developed pursuant to provisions of the Agreement, it is understood, acknowledged, and agreed that the Agency will suffer damage which is not capable of being calculated. Contractor shall pay to the Agency, as fixed and liquidated damages for these incalculable damages, the sum of One Hundred and NO/100 Dollars (\$100.00) per affected child per day for each and every day's delay in providing the Services. If the liquidated damages are not paid, the Agency may, in addition to its other remedies, deduct the same from any money due or to become due to Contractor under this Agreement. In the event that the Agreement is terminated due to Contractor's default, any damages resulting from said default may be recovered in addition thereto.

8. **Independent Contractor.** The Parties intend that the Contractor, in performing specified services pursuant to this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing his/her work and the manner in which it is performed, the Agency being interested only in the results obtained. Contractor understands and agrees that he/she shall not to be considered an agent, employee, partner, or joint venture of the Agency and is not entitled to any benefits of any kind or nature normally provided to employees of the Agency and/or to which Agency employees are normally entitled, including but not limited to State Unemployment Compensation or Worker's Compensation or participation in any pension plans, bonus, stock, or similar benefits. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes.

9. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

10. **Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or

EAST VALLEY TRANSPORTATION JOINT POWERS AUTHORITY

supervision of the Agency. Contractor's services will be performed in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts. Contractor shall be responsible for performing the services under this Agreement in a safe, skillful, professional manner. All services shall be performed at Contractor's risk.

11. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the Agency and its member districts the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

12. **Confidentiality.** Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Agreement and specifically includes all student, parent, and disciplinary information.

13. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the Agency and all federal, state, and local laws, ordinances and regulations. Vehicle equipment and services covered by this Agreement must comply with all applicable laws, ordinances and other legal requirements, including but not limited to federal and California laws, rules and regulations governing the operation of transportation vehicles, the pertinent provisions of the California Vehicle Code, Administration Code, pertinent provisions of the California Highway Patrol and Motor Vehicles rules and regulations, and the policies and regulations of the East Valley School Transportation Joint Powers Authority and its member districts.

14. **Anti-Discrimination.** It is the policy of the Agency and its member districts that in connection with all work performed under contracts that there is no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Therefore, Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all of its subcontractor(s).

15. **Certifications/Permits/Licenses.** Contractor shall secure and maintain in force such certifications, permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

16. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

EAST VALLEY TRANSPORTATION JOINT POWERS AUTHORITY

Agency

East Valley School Transportation
Joint Powers Authority
ATTN: Tracy Huynh
3434 Marten Avenue, San Jose, CA
95148
FAX 408-223-3799

Contractor

Name: Santa Barbara Transportation Corp
dba Student Transportation of America
ATTN: Donald D. Kissell
6500 Hollister Avenue, Ste 100, Goleta, CA
93117
FAX 805-856-1571

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

17. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the Agency, its member districts, their agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Agreement unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The Agency shall have the right to accept or reject any legal representation that Contractor proposes to defend the Agency.

18. **Performance Bond.** Contractor shall not commence Services until it has provided to the Agency, in a form acceptable to the Agency, a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the Agency. The annual cost of a performance bond, which is not included in the per bus, per day pricing, is one percent of the performance bond amount (estimated to be \$26,970 for the 2019-20 school year). Agency, at its sole discretion, may elect to waive the performance bond requirement in any year or all years of the contract by notifying the Contractor in writing as outlined in Section 16 of this Agreement at least thirty days prior to the start of a contract year.

19. **Insurance.**

19.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

EAST VALLEY TRANSPORTATION JOINT POWERS AUTHORITY

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, and Medical Payments Each Occurrence Aggregate	 \$ 5,000,000 \$ 10,000,000
Automobile Liability Insurance - Any Auto , including Bodily Injury and Property Damage, and endorsement for Changes in Business Auto and Truckers Coverage Combined single limit per accident	 \$ 25,000,000
Workers Compensation and Employer's Liability Workers Compensation Employer's Liability	Statutory Limits \$ 1,000,000
Sexual Abuse or Molestation Liability Each Occurrence Aggregate	\$3,000,000 \$6,000,000

19.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the Agency, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (ISO Form CG 0001 or GL 0002 and GL 0404, and CA 0001 and CA 0029, or forms substantially similar, if approved by the Agency.)

19.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

19.2. Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the Agency and approved by the Agency. Certificates and insurance policies shall include the following:

19.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the Agency, stating date of cancellation or reduction. Date of cancellation or reduction

EAST VALLEY TRANSPORTATION JOINT POWERS AUTHORITY

shall not be less than thirty (30) days after date of mailing notice."

19.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

19.2.3. An endorsement stating that the Agency and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by Agency. An endorsement shall also state that there shall be a waiver of any subrogation.

19.2.4. All policies except the Workers' Compensation Insurance and Employers' Liability Insurance Policies shall be written on an occurrence form.

19.3. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Agency.

19.4. Contractor shall not commence Services until it has provided to the Agency, in a form acceptable to the Agency, certificates and endorsements effecting coverage required by this Agreement signed by a person authorized by the insurer to bind coverage on its behalf.

20. **Force Majeure.** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the Agency, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.

21. **Termination.** Should Contractor fail to comply with any of the terms or conditions set forth in this Agreement, and fail to cure the same within seven days of receipt of notice of such lack of compliance or should the Agency reasonably determine that Contractor is in any other way unfit, unqualified, or unable to perform the Services under this Agreement, then the Agency shall have the right to terminate this Agreement by providing written notice of cancellation to the Contractor within thirty (30) days of the termination of Services. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the Agency by reason of the Contractor's failure to perform and complete the Agreement. However, Agency will first seek any such damages from Contractor before seeking the same from Contractor's surety. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. This termination may be due to the availability of fiscal resources. If funds have not been appropriated or allocated for further periodic payments under this Agreement, then the Agency will not be obligated to pay the balance remaining beyond the fiscal period for which funds have been appropriated or allocated. Contractor shall not receive damages for termination for non-funding.

EAST VALLEY TRANSPORTATION JOINT POWERS AUTHORITY

22. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute informally and then by mediation if mutually agreeable. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the claimant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the Services.

23. **Other Contracts.** The Agency retains the right to contract separately with other vendors for other transportation services.

24. **Limitation of Agency Liability.** Agency's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall Agency be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

25. **Assignment of Contract:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Agreement without the prior written consent of the Agency.

26. **Binding Contract:** This Agreement shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

27. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

28. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Santa Clara County, California.

29. **Attorney Fees and Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

30. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

EAST VALLEY TRANSPORTATION JOINT POWERS AUTHORITY

31. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

32. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

33. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

34. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This Agreement is not valid until approved/ratified by the governing board of the East Valley School Transportation Joint Powers Authority. Services shall not be rendered until Agreement is approved.


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below:


**East Valley School Transportation
Joint Powers Authority**

**Santa Barbara Transportation Corp dba
Student Transportation of America**

Date: 3. 7. 19

Date: February 26, 2019

By: 

By: 

Print Name: Mariann Eagle

Print Name: Donald D. Kissell

Title: Superintendent

EIN No.: 77-0007272

EAST VALLEY TRANSPORTATION JOINT POWERS AUTHORITY

EXHIBIT "A"

SPECIFICATIONS AND SCOPE OF SERVICES

1. **PERIOD OF PERFORMANCE**: The period of performance for this Agreement shall commence with the start of the new school year for 2019-2020, beginning on or about August 1, 2019 and continuing for three (3) years, through August 31, 2022, and may be renewed for two (2) additional years, through August 31, 2024, subject to the terms and conditions as set forth in the Agreement.
2. **SCOPE OF SERVICES**: The services shall consist of furnishing school bus transportation as required for special education students and other persons designated by the Agency, to and from points as directed. Such transportation to be furnished by means of vehicles herein specified and at such times and places as shall be specified by the Agency. The Agency reserves the right to change school hours, adjust starting times, increase or decrease service and to make periodic increases or decreases in the number and type of vehicles required.
3. **INFORMATION FOR STATE REPORTS**: The Contractor will supply the Agency with information to enable the Agency to apply to the California Department of Education for reimbursement for student transportation. For this purpose, the relevant provisions of the Education Code and the rules and regulations adopted by the California Department of Education from time to time shall be a part of this Agreement. The Contractor further agrees to submit the following information to the Agency on the form(s) provided by the Agency:
 - 3.1. A monthly report if requested by the member district showing the total number of miles each vehicle traveled and the number of students transported on each vehicle for specified days.
 - 3.1.1. Summary of type of student transported, i.e. special education, indicating type of handicap for special education students.
 - 3.1.2. Number of vehicles used to transport the students.
 - 3.1.3. Number of days transported.
 - 3.1.4. Total home to school miles and other miles, i.e. field trips, accounted for separately.
 - 3.2. An annual report showing the average number of students transported.
 - 3.3. Other relevant information as may be requested.
4. **SERVICE REQUIREMENTS**: During the term of the Agreement, the requirements for student transportation services shall be as follows:
 - 4.1. **Special Education Home to School Services – Regular School Year**: Student transportation services shall be provided to meet the Agency's special education transportation needs for home to school transportation during the regular school year. Transportation services may also be required to transport students to special services offered during the school day. Home to school transportation shall include day care arrangements. The school calendar year covers the months of August through June, inclusive. The vehicles contracted for are estimated to be required for

EAST VALLEY TRANSPORTATION JOINT POWERS AUTHORITY

each of 200 school days. The individual calendars for each of the schools being served may vary depending upon the district where each is located. Each school operates approximately 180 school days but the overlap in school opening and closing dates and holiday periods will extend the total days of operation. Regular school year transportation may overlap with Summer School transportation.

4.2. Special Education Home to School Services – Summer School:

Summer School transportation covers a portion of the months June, July and August. The vehicles contracted for are estimated to be required for each of approximately 30 school days. Summer School transportation may overlap with regular school year transportation.

4.3. Other Services: Other student transportation services may be requested for school sponsored activities such as field trips and work experience programs.

4.4. Routing and Scheduling:

4.4.1. The Agency shall have the right to audit (for performance, mileage and routing) any or all routes and may require changes in routing and scheduling if, in the Agency's opinion, such changes would result in increased vehicle and seat utilization or better service to students or schools. If changes are required, Contractor will be given at least one week prior written notice. Contractor will cooperate closely to implement required changes as quickly and smoothly as possible.

4.4.2. The written approval of the Agency is required for the addition of any vehicles to the Agreement or to any vehicle modification which will result in any increase in overall charges to the Agency.

4.4.3. Maximum ride times are ninety minutes, with exceptions approved by the Agency.

4.4.4. Implementation of routing and scheduling changes shall occur within five working days.

4.5. Route Schedules: Special education students shall not be picked up more than ninety minutes prior to the start of their classes without prior approval from the Agency. No special education student shall be required to ride or be in transit between home and school for more than ninety minutes, except upon approval by the Agency. Students may arrive at their assigned schools no later than ten minutes prior to the start of their classes and must be picked up within ten minutes after the close of their classes.

Children are not to be transferred to another vehicle going to or coming from school, except in case of emergency or breakdown, or unless the schedule calls for such transfer on school property.

The Contractor will provide a direct phone line and email capability to their dispatch/scheduling office to be used by the Agency for the purpose of communicating with the dispatcher/scheduler concerning scheduling changes, emergencies, resolving complaints, problems, etc.

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- 4.6. **Unsatisfactory Service:** The Agency may provide Contractor with a written notice of unsatisfactory service on any route or schedule. The Contractor shall investigate and reply to the Agency within twenty-four (24) hours. Depending on the severity of issue, route adjustment to staffing and/or equipment will occur within an Agency approved time.

5. EQUIPMENT REQUIREMENTS

- 5.1. **Inspection and Maintenance of Vehicles, Terminals, and Driver In-Service:** The Contractor shall keep and maintain all vehicles in good operating and running condition, and in a clean and satisfactory condition, and in order to ensure the same, the Contractor will make the vehicles available in the Contractor's garage for inspection by the Agency. The Agency may inspect vehicles, terminals, and attend a driver in-service prior to award of contract and at any time after award of contract to ensure that all are maintained in a satisfactory condition.
- 5.2. **Buses:** All passenger buses utilized under this Agreement shall be less than five years old at the start of the contractual service. Age of the buses during the term of the Agreement shall be determined by the length of the Agreement. However, at no time during the contract can a bus be older than eight model years old. All buses shall at all times be properly certified by the California Highway Patrol and meet all requirements of the California Code of Regulations, Titles 5 and 13, and the California Vehicle Code.
- 5.3. **Required Modification of Equipment:** Any installation or modification of equipment required by a change in law or regulation shall be made by the Contractor at Contractor's expense and certified by the California Highway Patrol.
- 5.4. **Stand-By Vehicles and Drivers:** Contractor shall at all times keep ample stand-by vehicles, regular/wheelchair buses, and drivers available (equal to 10% of vehicles and drivers in regular service) to ensure that uninterrupted service can be provided in the event of mechanical breakdowns or driver absenteeism. Stand-by vehicles and drivers shall meet the same requirements as vehicles and drivers assigned to regular runs.
- 5.5. **Two-Way Radios:** Contractor will provide two-way radio equipment ensuring communication with a base station dispatch terminal for each vehicle serving the Agreement. In addition, Contractor will maintain sufficient spare mobile two-way radio units to ensure communications capability at all times. Citizen Band radios are not acceptable. Failure to maintain each radio in good working order at all times when such vehicles are being assigned to transport students shall be a material breach of this Agreement.
- 5.6. **Car Seats and Seat Belts:** All students transported will be required to use seat belts. Contractor will provide the required wheelchair tie-downs, car seats, seat belts, harnesses and vests based on age and condition of the passengers as specified in the IEP, for their comfort, medical needs, and safety.

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- 5.7. Transportation of Medication:** Contractor will transport medication to accompany the student and convey the medication to the designated responsible person.
- 5.8. Air Conditioning:** Vehicles with air conditioning must be provided for all Agency routes.
- 5.9. Cameras:** All vehicles must be equipped with cameras, with interior view of all seated riders.
- 5.10. Route Placards:** All vehicles shall have route changer placards mounted on the outside right side of each vehicle.
- 5.11. Replacement Availability:** The Contractor shall have a plan to provide vehicle replacement within twenty (20) minutes if a vehicle becomes disabled.
- 5.12. CHP Rating:** Prior to commencement of Services, Contractor must provide Agency its Annual California Highway Patrol Terminal Inspection with a satisfactory rating. If there is any change to terminal rating during the contract year, Contractor must notify Agency immediately and provide the most current inspection report.
- 6. IDENTIFICATION:** The Contractor shall assign to each vehicle an "Identification Number" (to be carried or marked by six inch numerals painted on either all four corners of the vehicle or on the front corners and rear center of the vehicle) and furnish the Agency the description of each vehicle and number on or before August 25th of each year. Contractor shall not use any markings or lettering which identifies such vehicles or equipment with or as operated by the Agency. Route identification signs are not included in this prohibition.
- 7. SENATE BILL 1072-CHILD SAFETY ALERT SYSTEM:** Contractor shall provide Agency with written assurance that Contractor is in full compliance with Senate Bill 1072, and all regulations adopted thereunder, including, without limitation requirements for the specifications, installation, and use of child safety alert systems.
- 8. DRIVERS' QUALIFICATIONS:** The Contractor shall provide drivers who are trained and licensed in accordance with the California laws, rules, and regulations governing the operation of school transportation vehicles, federal laws governing Class A or B License holders and experienced with the regulations, handling, and supervision of special education students. All drivers shall have had CPR Training and First Aid Training and shall hold valid First Aid Certificates and CPR Certificates issued by the American Red Cross. Drivers are to be able to identify and properly cope with epileptic-type seizures.
 - 8.1.** Contractor shall follow mandated drug testing requirements for employees.
 - 8.2.** Each driver shall have knowledge of the operation of the mobile two-way radio and all federal regulations covering its use.
 - 8.3.** Pursuant to Education Code section 49406, Contractor's responsibility for tuberculosis clearance extends to all of its employees, agents, and volunteers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of

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the Contractor. Contractor shall ensure that any person providing any portion of the Services under the Agreement, within the past sixty (60) days, has submitted to a tuberculosis risk assessment, and if tuberculosis risk factors were identified, has been examined to determine that he or she is free of infectious tuberculosis by a licensed health care provider (i.e., physician, physician assistant, nurse practitioner, or registered nurse). Contractor shall ensure that any person providing any portion of the Services with no identified risk factors or who tests negative for the tuberculosis infection shall undergo the tuberculosis risk assessment and, if risk factors are identified, the examination, at least once every four (4) years or more often if directed by the governing board of the District upon recommendation of the local health officer.

- 8.4.** Drivers shall be required to check in with Contractor for messages each morning as they begin their route.
 - 8.5.** A driver shall contact dispatcher immediately upon determination that the route shall be in excess of ten minutes late in delivering a student. Dispatcher shall immediately notify all necessary persons, including parents/guardians.
 - 8.6.** Following California Department of Education guidelines, the Contractor shall employ at least one full-time trainer and safety instructor who will also personally travel each route with the assigned driver at least one each year to survey the driver's performance, route hazards, and equipment efficiency. Driver records shall be made available for review by the Agency upon request.
 - 8.7.** The responsibility for hiring and discharging personnel shall rest entirely upon the Contractor. The Contractor further agrees that the Agency shall have the right to require removal from service any person or driver who, in the opinion of the Agency, is not qualified to operate a vehicle for service to the operating and safety standards required by the Agency.
 - 8.8.** Contractor agrees that it shall enter into no agreement or arrangement with any employee, person, group, organization, district or agency which will in any way interfere with the Contractor's ability to comply to the full extent of the contract with the Agency and the requirements contained therein.
 - 8.9.** Contractor shall not assign for service under the Agreement any person who has been released, reassigned, transferred or otherwise removed from another route or assignment for any reason related to inappropriate conduct, verbal, physical, or otherwise, toward students or other persons.
- 9. FINGERPRINTING AND CRIMINAL RECORDS CHECK:** The Contractor shall comply with the provisions of Education code section 45125.1 regarding the submission of employee fingerprints with the California Department of Justice and the completion of criminal background investigation of its employees. The Contractor shall not commence Services under this Agreement nor permit any contact with member district pupils or be present on any school site until such time as the Contractor has completed and submitted the Fingerprinting/Criminal Background Investigation Certification. The Contractor's responsibility shall extend to all employees, subcontractors and employees of subcontractors

EAST VALLEY TRANSPORTATION JOINT POWERS AUTHORITY

regardless of whether such individuals are paid or unpaid, concurrently employed by Agency member districts and/or acting as an independent contractor. Verification of compliance with this section shall be provided in writing to Agency prior to the commencement of the agreed services and prior to contact with students.

10. MANDATED REPORTER TRAINING: In order to maintain consistency and reliability in compliance with mandated reporting and promote the health and welfare of students, Contractor, its, employees, intern, volunteers, subcontractors, agents and representatives who will or may have access to students through this Agreement shall complete mandated reporter training provided by California Department of Social Services (CDSS). Pursuant to this Agreement, Contractor and its employees, agents, interns or volunteers working with or around students shall be identified as a mandated reporter and must complete an CDSS mandated reporter acknowledgement form and CDSS mandated reporter training prior to providing services, and must annually undergo such training within the first six weeks of each new school year.

11. VEHICLE AIDES: Contractor shall employ and assign, at the request and approval of the Agency, vehicle aides or attendants for students who require aides because of the nature and/or severity of their handicapping condition.

12. DRY-RUNS: Dry-runs will be conducted for all routes prior to the beginning of a new school year and/or summer session. Parents will be notified of approximate student pickup and drop-off times in writing prior to the first day of school. A driver orientation will be conducted for all drivers who will be assigned to perform services for the Agency. The drivers' orientation shall include, but will not be limited to, student management, relationships with the school and the general public, discipline on the vehicle, and other pertinent information. The cost of said dry-runs and driver orientation shall be borne by the Contractor.

13. PERSONAL ITEMS: Use of personal electronic devices for personal use is prohibited during "on duty" time. Transportation service is never to be interrupted or delayed by drivers handling personal business.

14. SAFETY PROGRAM: Contractor shall observe all requirements of California laws governing the safe operation of school vehicle equipment and training of personnel as it relates to the safety of students transported for the Agency. Contractor is to provide for an annual Emergency Exit Drill for each student transported. Records of these drills shall be maintained as a permanent record and may be reviewed by the Agency.

15. TRANSPORTATION SAFETY PLAN: The Contractor shall provide a copy of its Transportation Safety Plan upon request. Contractor's Transportation Safety Plan must address, at a minimum, all areas and requirements of Senate Bill 1072, and all regulations adopted thereunder including, without limitation, boarding and exiting, and procedures to ensure a pupil is not left unattended on a vehicle.

16. STUDENT DISCIPLINE: Contractor shall recognize its responsibility to the Agency for the maintenance of proper student discipline as an inherent factor to the safety of all persons aboard a school bus route. The driver is to report to the Contractor and is not to perform any acts of discipline. The following guidelines (among others) shall be of assistance to drivers employed by the Contractor in determining procedures to be followed in maintaining acceptable student discipline.

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16.1. All drivers have responsibility for maintaining proper discipline on their vehicle.

16.2. Student behavior problems that occur in the vehicle will be referred to the receiving school administrator by means of a written citation defining the problem behavior. A copy of the citation shall be given to the parent/guardian of the student and a copy shall be given to the administrator.

16.3. The school personnel will counsel with the student and the parent to resolve the behavior problem. Any disciplinary action to be taken regarding the student shall be determined by the administrator.

16.4. In general, the driver is not authorized to remove students from the vehicle. In serious circumstances when a student is endangering the safety of other riders, an offender may be ejected at the school site immediately into the custody of an administrator. If such action is taken, the driver must notify the dispatcher by radio, who will notify the Agency immediately.

17. MINIMUM STAFFING BY CONTRACTOR: To ensure to the Agency responsible service for transportation activities, the Contractor may employ and maintain a local management group qualified to perform assigned duties. Such assignments may include, but not be limited to a manager responsible for overall responsibilities for the operation, a staff person assigned for safety and training, a director of operations, and a dispatching staff. Nothing in this section would prohibit the holding of more than one position by any person.

17.1. Vehicle maintenance shall be directed by a person experienced in the school bus mechanical repairs field. Mechanical staff to be fully qualified and certified to perform maintenance service on school buses as provided under California laws now applicable and those laws subsequently enacted in this respect. All personnel assigned to perform under this Agreement shall be subject to continuous approval by the Agency and by the Contractor.

18. TERMINAL/OFFICE STAFFING: The Contractor's terminal must be open and operated by office staff from 6:00 AM or by the start time of the first route out in the morning. The terminal must be open until the last driver has called into the terminal that the route is over for the day. The Contractor will designate one person for 24/7 contact by cell phone for emergencies.

19. RECORDS AND ACCIDENT REPORTS: Contractor shall be required to provide those reports and records deemed necessary by the Agency for proper knowledge of, and evaluation of, the transportation services provided to the Agency. Contractor shall make all necessary reports to law enforcement, CHP and to the Agency. Contractor will follow up with copies of all accident reports to the Agency within twenty-four hours of the accident.

20. CONTRACTOR RECORDS AND REPORTS UPON AGENCY'S REQUEST: Contractor agrees to provide the Agency with periodic reports as requested by the Agency including, but not limited to, the following:

20.1. Monthly report on all late (over 10 minutes) or missed trips, with cause of problem and corrective action taken.

20.2. Copies of all additional trip records showing schedules, number, type of trip, number of students carried, time of trip and miles traveled.

EAST VALLEY TRANSPORTATION JOINT POWERS AUTHORITY

20.3. Copies of all California Highway Patrol, California Motor Carrier and Federal Department of Transportation Vehicle Inspection reports on Contractor's vehicles.

20.4. Access to vehicle operational and maintenance cost records. Contractor agrees that any and all routing information, whether developed by Contractor or Agency, is the property of the Agency. Contractor has no proprietary right to any such information.

20.5. Copies of the drivers' evacuation reports.

21. DRIVER ASSIGNMENTS: Contractor agrees to assign drivers to routes on a permanent basis for the school year. The only times other drivers are to be assigned to the regular route is in the event of illness, resignation, or dismissal of the regular driver. Contractor understands that this item is a material and essential term of the Agreement.

22. AGENCY INFORMATION TO CONTRACTOR: The Agency agrees to provide Contractor with the approximate number of routes by August 1 of each new school year.

23. AGENCY/CONTRACTOR COOPERATION: Contractor shall schedule all routes in keeping with the safety of the students. Contractor shall cooperate with the Agency in maintaining a good public relations program. The Agency and Contractor will establish the following guidelines for contact and cooperation:

23.1. Establish a directory of personnel in each organization to contact for every type of communication.

23.2. Establish procedures for all communications to be confirmed in writing by both parties.

23.3. Establish a specific program for handling field work in order to most effectively prevent problems and, if they arise to settle them as quickly and as close to the source of the problem as possible.

23.4. Establish procedures for dealing with disputes involving routes, schedules, student conduct, public relations, and other operational problems that may arise.

23.5. Establish a direct telephone line between the Agency and Contractor.

23.6. Establish such other written guidelines which may be required to ensure effective communication and cooperation between the office of the Agency and Contractor at all times.

23.7. If requested, the Contractor will provide Agency with a two-way radio for monitoring purposes only of assigned vehicle routes to the Agency.

23.8. The Agency and Contractor agree to respond with the corrected action taken within five working days or as soon as practical as determined by the situation.

**EAST VALLEY SCHOOLS TRANSPORTATION AGENCY JPA
FINANCIAL RECAP**

2019-20 ESTIMATED ACTUAL

As of: 4/15/20	Adopted Budget 2019-20	Second Interim 2019-20	Estimated Actual 2019-20	Proposed Budget 2020-21	Proposed Budget 2021-22	Note
Expenses:						
4310 Books & Supplies	700	700	700	700	700	
4320 Computer Supplies	700	700	700	700	700	
5460 Property & Liability Insurance	5,778	7,400	7,400	7,621	7,842	Premium Renewal per SCCSIG
5808 Transportation Contractor	2,866,641	2,777,089	2,771,859	2,882,537	2,965,842	Per STA Bid Proposal Rates
5810 Advertising-Legal	895	895	895	922	948	California CPI Rate
5820 Audit	5,500	5,500	5,500	5,600	5,700	Per Auditor Agreement
5830 Transportation Coordinator (1 FTE)	113,029	115,973	115,973	119,953	121,514	19-20 Salary Incr 2.5%, Ben Cap \$12,000
5830 Adm Cost to Operating District	20,000	20,000	20,000	20,000	20,000	19-20 - Third year of 5-year term contract
5832 Data Processing Services	6,646	6,646	6,646	6,845	7,043	SCCOE MOU
5845 Legal Expense	0	0	0	0	0	
5891 Other Operating Expenses (Board)	600	600	600	600	600	
5930 Telephone	1,200	1,200	1,200	1,236	1,272	California CPI Rate
TOTAL EXPENSES	3,021,689	2,936,703	2,931,473	3,046,713	3,132,160	
Revenues:						
8660 Interest	12,330	16,679	16,679	16,679	16,679	Estimated based on prior year
8710 Local Excess Cost Contribution	3,009,359	2,920,024	2,914,794	3,030,034	3,115,481	Excess cost billable to District Members
TOTAL REVENUES	3,021,689	2,936,703	2,931,473	3,046,713	3,132,160	
Change to Net Assets	0	0	0	0	0	
9710 Reserve for Contingencies - 10%						
State Revenue COLA	284,281	284,281	284,281	284,281	284,281	
Dartboard California CPI	3.46%	3.26%	3.26%	2.29%	2.71%	SSC Dartboard 20-21 Governor's Proposed Budget
Dartboard Interest Rate	3.18%	3.09%	3.09%	2.99%	2.89%	SSC Dartboard 20-21 Governor's Proposed Budget
	3.19%	2.07%	2.07%	2.25%	2.51%	SSC Dartboard 20-21 Governor's Proposed Budget
Number of Bus Routes	32	31	31	31	31	
Riders (JPA members)	169	161	160	161	161	Averaging July-Feb
Riders (Non-JPA members)	0	0	0	0	0	
Total Cost per rider (exclude non member)	\$ 17,879.82	\$ 18,240.39	\$ 18,321.71	\$ 18,923.68	\$ 19,454.41	
*Transportation cost per rider	\$ 16,962.37	\$ 17,249.00	\$ 17,324.12	\$ 17,903.95	\$ 18,421.38	
*Excess cost per rider	\$ 17,806.86	\$ 18,136.80	\$ 18,217.46	\$ 18,820.09	\$ 19,350.81	

01/02/20
MD

EAST VALLEY SCHOOL TRANSPORTATION AGENCY
2019-20 TRANSPORTATION COST
ESTIMATED ACTUAL

Vendor: Student Transportation of America (STA)

YTD Payment: 1,838,848.22

<u>ESTIMATED ACTUAL</u>	<u># of Days</u>	<u>Actual</u>	<u>Projections</u>	<u>Total</u>
ESY Dry Run	1	12,251.61		12,252
Extended Yr	19	231,625.07		231,625
Aug	10	154,261.70		154,262
Sept	21	268,419.48		268,419
Oct	24	287,460.23		287,460
Nov	16	215,913.25		215,913
Dec	16	200,881.21		200,881
Jan	19	258,091.25		258,091
Feb	16	209,944.42		209,944
Mar	23		311,004	311,004
Apr	17		229,872	229,872
May	21		283,960	283,960
Jun	8		108,175	108,175
Total		1,838,848.22	933,011	2,771,859