

**AMENDMENT NUMBER TWO (2) TO SERVICE AGREEMENT FOR
CAR AND CAB STUDENT TRANSPORTATION SERVICES
BY AND BETWEEN
SAN JOSE UNIFIED SCHOOL DISTRICT AND ADROIT ADVANCED TECHNOLOGIES, INC.**

This Amendment to Service Agreement for Car and Cab Student Transportation Services (“Amendment”) is made and entered into between **San José Unified School District** (“District”) and **Adroit Advanced Technologies, Inc.** (“Contractor”) (collectively “Parties”; “Party” shall refer to Contractor and/or District).

RECITALS

- A. WHEREAS, Contractor and District entered into a written service agreement on or about November 3, 2022 identified as Student Transportation Services Car and Cab Services Bid #2022-9095 (“Agreement”):
- B. WHEREAS, the Service Agreement Compensation will reflect increased rates for the 2024/2025 school year services, for a total not-to-exceed six-hundred thousand dollars and zero cents (\$600,000.00).
- C. WHEREAS, the Service Agreement Term and Renewal, will be replaced with 2024/2025 service dates for the second (2) renewal term of the Car and Cab Services Bid #2022-9095.
- D. WHEREAS, it is now the desire and intention of the Parties to amend the Agreement as indicated in this Amendment,

NOW, THEREFORE, in light of the foregoing facts and in further consideration of the promises and agreements of the Parties set forth herein below, it is mutually agreed as follows:

TERMS AND CONDITIONS

- 1. The terms of Section 3. Compensation shall be replaced with the rate fee schedule below for Car and Cab Services for the 2024/2025 school year effective July 1, 2024. The Rate fee schedule:

| Service Type (First 12 miles included) | Fee |
|----------------------------------------|----------|
| Sedan | \$74.20 |
| Large Vehicle | \$87.60 |
| Wheelchair Accessible | \$123.60 |

| Additional Services and Fees (As needed/required) | Fee |
|------------------------------------------------------------------|--------------------|
| Additional Miles (For each mile after the included miles) | \$2.68 |
| Safety Equipment (Per equipment/student/ride) | \$4 |
| Attendant/Monitor (Per hour, 2 hours minimum per ride) | \$35 |
| Wait Time (Per hour, billed in 15 minutes increments) | \$60 |
| No-Show or Late Cancel | Full Price of Ride |
| Toll (If applicable) | TBD |
| Hard to Serve (If applicable) | TBD |

- 2. The terms in Section 2.4. Contract Term and Renewal referenced under “Scope of Work” shall be replaced with:

The term of this Contract shall commence on July 1, 2024, through June 30, 2025, for the Second (2) Amendment renewal term for the 2024/2025 school year, unless the Contract is terminated earlier pursuant to the terms herein ("Term"). Upon expiration, the District and Contractor shall mutually agree to renew and extend new economic terms of this contract for two (2) additional one-year terms per school year, upon written notice at least sixty (60) days prior to the expiration of the preceding term, if at all ("Renewal Term"). Any Renewal Term shall be subject to the same terms and conditions set forth in this Contract.

- 3. The Parties acknowledge that this Amendment is subject to approval or ratification by the District Board of Education ("Board"). In the event that the Board rejects this Amendment, none of the Parties shall be deemed to have waived any rights with respect to the Agreement.
- 4. All other provisions of the Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Agreement, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the Parties have accepted, agreed, and executed this Amendment on the date(s) specified below.

SAN JOSÉ UNIFIED SCHOOL DISTRICT

Dated: 7/18/2024

By:  24398E33D9794D1...

Name: Tracy Morrison

Title: Director, Procurement



ADROIT ADVANCE TECHNOLOGIES, INC.

Dated: 7/18/2024

By:  ADAE3DF62F0D40F...

Name: Emran Saidan

Title: CEO



San José
Unified
School District

STUDENT DATA CONFIDENTIALITY AGREEMENT

The Service Provider (SP) acknowledges his/her responsibility to respect the confidentiality of *Covered data and information (CDI)* and to act in a professional manner in the handling of student performance data. The (SP) will ensure that confidential data, including data on individual students, is not created, collected, stored, maintained, or disseminated in violation of state and federal laws. *(CDI)* includes paper and electronic student education record information supplied by Institution, as well as any data provided by Institution's students to the (SP).

Furthermore, the (SP) agrees to the following guidelines regarding the appropriate use of student data collected by myself or made available to me from other school/system employees, Infinite Campus, TES or any other file or application to which the (SP) has access:

- SP will comply to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees, and agents of a party that receive education record information from the Institution may use the information, but only for the purposes for which the disclosure was made.
- SP acknowledges that the Agreement allows the (SP) access to *(CDI)* for whom the (SP) has a legitimate educational interest and will be used for the sole purpose of improving student achievement and providing academic advisement to the student.
- The SP shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted *(CDI)* received from, or on behalf of Institution or its students. The (SP) acknowledges that it is illegal for a student to have access to another student's data and will not share *(CDI)* from any source with another student.
- SP agrees to hold *(CDI)* in strict confidence. (SP) shall not use or disclose *(CDI)* received from or on behalf of Institution (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by Institution. (SP) agrees not to use *(CDI)* for any purpose other than the purpose for which the disclosure was made.
- SP shall, within one day of discovery, report to Institution any use or disclosure of *(CDI)* not authorized by this agreement or in writing by Institution. SP's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the *(CDI)* used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the (SP) has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the (SP) has taken or shall take to prevent future similar unauthorized use or disclosure.

STUDENT DATA CONFIDENTIALITY AGREEMENT CONTINUED


California Consumer Privacy Act. To the extent applicable, SP shall comply with the requirements of the California Consumer Privacy Act (“CCPA”). The CCPA, however, shall not preempt the requirements of the Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 C.F.R. Part 99), the Children’s Online Privacy Protection Act (Pub.L.No. 106-554 and 47 U.S.C. §254(h)), the Children’s Internet Protection Act (15 U.S.C. §6501 et seq.), California Education Code sections 49073.1 and 49073.6, and/or the Student Online Personal Information Protection Act (California Business and Professions Code §22584). Notwithstanding the above, to the extent that a “consumer” as that term is defined by the CCPA, contacts SP to receive Covered Data and Information provided to SP pursuant to this Agreement, to delete consumer’s personal information or to access information collected by SP hereunder, SP shall refer the consumer to the District, and the District will provide the necessary and proper procedures regarding the requested information.

By signing below, I acknowledge, understand and agree to accept all terms and conditions of the San José Unified School District Student Data Confidentiality Agreement.

ADROIT Advanced Technologies, Inc.

Dated: 7/18/2024

Signature:

DocuSigned by:

ADAE3DF62F0D40F...

Name: Emran Saidan

Title: CEO



San José Unified School District

CERTIFICATION TO BE COMPLETED BY CONTRACTOR

THE UNDERSIGNED EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT UNDERSIGNED IS:

- (1) A representative of the Contractor,
- (2) Familiar with the facts herein certified,
- (3) Authorized and qualified to execute this certificate on behalf of Contractor and that by executing this Agreement is certifying the following items.

Fingerprint and Background Certification. Business entities entering into a Service Agreement with the District shall comply with Education Code section [45125.1](#). Such entities are responsible for ensuring full compliance with the requirements of this statute and should thoroughly review the requirements thereunder.

The Contractor and the Contractor parties shall at all times comply with the fingerprint and background certification requirements as set forth below. Specifically, by checking an applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties will not be present on a District site or will not have contact with District students when District students are present during the term of this Agreement.
- The Contractor shall conduct the required criminal background check(s) of all persons who will be providing services to the San José Unified School District on behalf of Contractor, and that none of those persons have been reported by the Department of Justice ("DOJ") as having been convicted of a serious or violent felony as specified in Penal Code Sections [667.5](#) and/or [1192.7\(c\)](#). I understand that this Certificate is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. Upon request, Contractor will provide a list of the names of the employees who may come in contact with pupils while providing Services under this Agreement. This list shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.
- Arrange to have a Certificated District Employee continually monitor and supervise the Contractor at all times while services are provided on site such that Contractor will have no interaction with any District student outside the immediate supervision and control of a District employee. As supported by California Education Code Section 45125.1.

Certificated District Employee: _____

Signature: _____ Date: _____ Principal Initials: _____

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of the Contractor and the Subcontractor(s) having contact with District students under this agreement are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Tuberculosis Certification. The Contractor and the Contractor parties shall at all times comply with the certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties will not be present on a District school site and will not have contact with District students when District students are present during the term of this Agreement.
- District has determined that Contractor will not have frequent or prolonged contact with students. District's determination is in compliance with and supported by California Education Code Section [49406\(m\)](#).
- The following Contractor and/or Contractor parties shall or may be on a District school site and have contact with District students during the term of this Agreement and, at no cost to District, they have received a tuberculosis risk assessment that complies with the requirements of California Education Code Section [49406](#). In addition, the Contractor shall maintain on file the certificates showing that the Contractor parties were examined and found free from active tuberculosis. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the effective date of this Agreement are subject to the tuberculosis certification requirements and shall be prohibited from having any contact with District students until the tuberculosis certification requirements have been satisfied and District determines whether any such contact is permissible.

COVID-19 Certification. The Contractor and the Contractor parties shall at all times comply with the Covid-19 certification requirements as set forth below. Contractor hereby represents and warrants to District the following:

I acknowledge and am aware of all applicable requirements and recommendations to mitigate the spread of COVID-19, including [COVID-19 Public Health Guidance for K–12 Schools to Support Safe In-Person Learning for the 2022–23 School Year](#) and [San José Unified's COVID Health and Safety Information](#).

Contractor further agrees and acknowledges that District may at its sole discretion modify the requirements of this COVID-19 certification to ensure the health and safety of students.

Lobbyist Certification. The Contractor and the Contractor parties shall at all times comply with the lobbyist certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties are not a "Lobbying Coalition," "Lobbying Firm," "Lobbyist" or "Lobbyist Employer" as those terms are defined in the Political Reform Act of 1974 (Gov. Code §§ 81000) (collectively "Lobbyist") and are not performing Services hereunder that would require registering as a Lobbyist.
- Contractor and/or Contractor parties Services hereunder shall or may include lobbying. Contractor and/or Contractor parties shall comply with all applicable District, local, state and/or federal policies, rules, regulations, statutes and requirements governing Lobbyists. In addition, the Contractor shall maintain on file registering and reporting records for Lobbyists. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Conflict of Interest Certification. The Contractor and the Contractor parties shall at all times comply with the conflict of interest certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties have read and understand the District's Conflict of Interest Code (Board Bylaw 9270) and, to the best of Contractor's knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code.
- Contractor and/or Contractor parties have read and understand the District's Conflict of Interest Code and, Contractor knows or has reason to believe that Contractor has a conflict of interest that requires disclosure and Contractor and/or

Contractor parties shall comply with the applicable disclosure requirements of the District's Conflict of Interest Code. In addition, the Contractor shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Contractor to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: 7/18/2024

ADROIT Advanced Technologies, Inc.

Signature:  A signature in a DocuSigned box with the text "DocuSigned by:" above and "ADAE3DF82F0D40F..." below.

Name: Emran Saidan

Title: CEO