

AGREEMENT OF TRANSPORTATION SOLUTIONS SERVICES

Transportation Agreement THIS AGREEMENT, as set forth herein between (Adroit Advanced Technologies, Inc.), and (hereinafter referred to as "Contractor", Ravenswood City School District, (hereinafter referred to as "The District") represents a mutual understanding and agreement whereby Contractor will provide to The District certain services as set forth below.

PURPOSE The purpose of this Agreement is to provide efficient and effective specialized transportation for students of The District.

NOW THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The initial term of this Agreement shall commence on August 1st, 2019 and end on June 30th, 2020. At the end of the initial term this Agreement will be renewed for successive twelve (12) month periods (each a "Renewal Term") on the same terms and conditions if both parties agree to do so. In addition, in the event of a material breach of this Agreement, either party may terminate this Agreement with thirty (30) day notice to cure to the breaching party. If the breach is not cured, this Agreement will terminate immediately following the thirty (30) day notification period.
2. The District may request, from time to time, that Contractor provide transportation services, which Contractor may agree to coordinate. To the extent accepted by Contractor, Contractor agrees to coordinate such transportation services and The District agrees to pay Contractor in accordance with the provisions of this Agreement. Contractor's coordination of such transportation services pursuant to this Agreement are sometimes referred to herein as the "Services."

In operating under this Agreement, The District will purchase services in accordance with the pricing set forth in Attachment 1 of this Agreement, which is attached hereto and incorporated herein by this reference.

3. Contractor agrees to coordinate the supply of such vehicles (the "Vehicles") as may be necessary to lawfully address the transportation requirements of The District. The District requires that all such Vehicles shall fully comply with all applicable laws and regulations. Contractor shall be solely responsible for the management and logistical support necessary to coordinate all Vehicles used in transporting students.
4. Contractor shall provide qualified and properly licensed personnel as required by laws and regulations and as deemed appropriate by Contractor

terms of services stated in this agreement. While Contractor may contract with independent contractor drivers who will provide actual transportation services for The District, Contractor shall remain responsible for the coordination of the Services under this Agreement. Contractor expressly represents and warrants to The District that it will contract with independent contractor drivers that have obtained the necessary training and are properly licensed to perform the Services.

5. Contractor shall submit to The District, on or before the fifteenth 15th day of each month, a statement based on the rates set forth hereinafter as the rates at which The District must reimburse Contractor for the costs of transportation services rendered by The District during the previous month. Within said monthly statement, Contractor will provide a report of the total number of trips provided by Contractor and the type of services rendered.
6. Contractor shall be paid the agreed sum based on fees outlined on Attachment 1, which is attached hereto and incorporated herein by this reference. Contractor shall invoice The District for the provision of the Services on a monthly basis and shall be paid therefore within thirty (30) days after The District's receipt of Contractor' invoice for the provision of the Services for the relevant month.
7. Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Further, Adroit agrees to maintain comprehensive general liability insurance with no exclusion for molestation or abuse, as indicated below and throughout the course of this Agreement. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount(s) specified below:
 - ☒ Comprehensive General Liability \$1,000,000 (applies to all agreements; no exclusion for molestation or abuse)
 - ☒ Motor Vehicle Liability Insurance \$1,000,000 (to be checked if motor vehicle used in performing services)

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

8. Contractor shall require each Contractor' personnel or independent contractor driver in a position requiring contact with students to undergo a background check verifying no prior convictions for or pleas of nolo contendere to a felony or misdemeanor offense involving moral turpitude, including any sexual offense involving a child.
9. To the extent required under applicable law, rule or regulation applicable to the provision of Services and to the transportation services being provided by independent contractor drivers, Contractor shall require each of Contractor' personnel or independent contractor drivers who may come in contact with student(s) to provide verification of having been tested for tuberculosis (TB) and cleared to work with students, as evident by a state licensed medical doctor's signature.
10. Contractor only contracts with transportation providers who enroll in a drug and alcohol testing consortium that provide for pre-employment testing, as well as random, reasonable suspicion and post-accident drug and alcohol testing. Each consortium reports to Contractor when a driver tests positive for a prohibited substance as well as when a driver is enrolled and removed from the consortium pool.
11. Drivers are subject to DMV record screening, as well as Department of Justice (DOJ), FBI and Child Index finger printing.
12. Contractor hereby agrees to indemnify and hold The District, its Board Members, employees, agents, officers and assigns, free and harmless from and against all claims, causes of action, liabilities, damages, expenses and costs (including, but not limited to, attorney fees and court costs) arising out of (a) any injury to any person or property sustained by The District and/or Contractor and/or any student(s), in connection with the negligent provision of the Services that are to be provided by the independent contractor drivers pursuant to this agreement, and (b) any injury to any person or property sustained by any person or entity which is caused or alleged to be caused by any act, neglect, fault or omission on the part of Contractor or its agents, affiliates and independent contractors in connection with the provision of the Services, whether or not said injury or damage occurs on or off The District property.

13. In providing the management and logistical support necessary to coordinate the Services, Contractor shall be and act as an independent contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of The District. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. Contractor understands and agrees that as an independent contractor, it will not be eligible to participate in any benefits or privileges given or extended by The District to its employees. Contractor shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any interest, penalties or other sums due thereon and shall indemnify; and hold The District, its Board Members, Officers, employees and agents free and harmless therefrom.
14. The District agrees during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, The District will not, directly or indirectly, or by acting in concert with others, employ, attempt to employ, or solicit for employment, any employee, independent contractor or other person who has performed services for Contractor at any time during the term of this Agreement.
15. All notices or other communication required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile or e-mail transmission, and shall be deemed received upon the date of receipt thereof.

Ravenswood City School District
2120 Euclid Ave.
East Palo Alto, CA 94303
(650)329-2800

Adroit Advanced Technologies, Inc.
1625 El Camino Real 4
Belmont, CA 94002
(888) 778-3413

16. This Agreement, and Attachment Documents which are incorporated herein by this reference, and if applicable the attached proposal, constitutes the entire Agreement between the parties with respect to the provision of the Service and may not be amended except by a writing signed by each of the parties.
17. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.
18. In the event that either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorney fees in the judgment rendered in such action.
19. In the event any of the provisions, or portions, or portions thereof, of this Agreement is held to be unenforceable or invalid, by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it shall not be affected.
20. Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of this Agreement.

(Page follows)

This Agreement may be signed in one (1) or more counterparts, each of which shall constitute an original but all of which together shall be one (1) and the same document.

For the District:

Name of Representative/Title: _____

Signature: _____ Date: _____

For Adroit Advanced Technologies, Inc.

Name of Representative/Title: Emran Saidan, CEO

Signature Emran Saidan Date: 08/07/2019

Attachment Document 1: Fees Declaration

Contractor will charge The District a \$60.00 per trip fee, which includes the first ten (10) miles and up to three (3) students. Vehicle capacity is determined by student requirements and vehicle availability. An additional \$2.25 per mile will be charged for any trip longer than 12 miles.

1. Fees Description:

- Base Fare (Trip Fee) for the first 10 miles is \$60.00
- Mile Fee after 10 miles is \$2.25 per mile

Additional Charges if required or requested;

- Large Vehicle Fee is \$15.00
- Wheelchair Fee is \$40.00
- Safety Vest / Harness and Additional Equipment's Fee is \$2 per student
- Waiting Time Fee is \$60.00 per hour billed in 15 min. increments
- Camera Fee is \$3.00
- No-Show Fee is considered a Fully Priced Trip
- Late Cancellation Fee (less than 2 hours before trip's due time) is considered a Fully Priced Trip.
- Hard to service trips fee is to be determined.
- Monitor fee is \$25.00 per hour minimum 2 hours per trip.

2. Definitions:

- **Base Fare (Trip Fee):** The fee charged for a trip which is a one-way transportation event with a student or monitor continually onboard. Examples include:
 - Residence to School: when a student or a group of students are picked up from a residence(s) and dropped off at school
 - School to Residence: When a student or a group of students are picked up from a school and dropped off at their residence(s)

The District will be charged by adding the total number of trips serviced, no-showed, and late canceled. The District will only be charged for miles incurred while student or monitor is onboard the vehicle after 10 miles.

- **Large Vehicle:** A fee charged per trip when the trip has 4 or more students onboard.
- **Wheelchair Fee:** A fee charged per trip for students requiring a wheelchair accessible vehicle
- **Car Seat/ Booster Seat and Additional Equipment Fees:** A fee charged per student/ per trip for students requiring a Car Seat, Booster Seat, or any Additional Equipment.
- **Waiting Time Fee:** A fee charged when Contractor Dispatch supervisor authorize and report to The District waiting time for a student. The fee will be

billed on an hourly basis in 15 minute increments rounded up to the next increment.

- **Monitor Fee:** Only incurred when The District requests that the Contractor provide a student Monitor for the trip. School districts usually provide the student's Monitor. When the district provides the Monitor, they are not charged a "Monitor Fee." The mileage incurred while a Monitor (whether provided by Contractor or The District) is onboard the vehicle without a student (transporting the Monitor to and from their pick-up location) is considered part of the overall route mileage and will be billed accordingly.
- **Hard to service trip fee:** If a student has extreme behavior. e.g. Aggressive behavior, students who launch bodily fluids, or remote area locations.

3. Invoicing:

The invoice shall contain this level of detail and additionally will separate the charges by trip showing number of trips and total cost. A No-Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. in the event of a No Show, the trip will be billed at the normal rate. Contractor requires 24 hour notice to remove a student from the route.

4. Mileage Charges:

Mileage charges are based on driving distance calculations from a third-party provider (e.g. Google, MapQuest, Bing, ESRI). The calculations are based on fastest route, and the total is rounded up to the next whole mile. Contractor shall be responsible for plotting the routes collectively, and individually using Contractor' proprietary Dispatch Software.

Under no circumstances will The District be required to pay for mileage to a pick up or destination other than those authorized by The District.

5. When Routes Change or Students are Added, or Removed:

When it becomes necessary to change a route for any reason(s), including adding or removing students, Contractor shall plot the revised or new route using Contractor' Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time.

Routes will be optimized from time to time as deemed necessary by Contractor or requested by The District. Routes will not be optimized more than once in a month.

If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.

6. Fuel Surcharges:

When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate.

Thus, if the price of gasoline, according to the gasoline price index, is \$5.20, the increase would be 30% of 20 cents, or 6 cents. The gasoline price index to be used shall be found under the category of "[Your Specific State or Region] U.S. Regular Gasoline Prices* (dollars per gallon)" on the following website: https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_sca_w.htm

Attachment Document 2: No-Shows and Late Cancels

1. Definitions:

- No-Show: is an attempt to pick-up the student but the student is not there or is not ready without a previous notice by The District or the student's guardian.
- Late Cancel: is a notice of trip cancellation from The District or the student's guardian less than 2-hours from the scheduled trip's time.

Trips where a No-Show or Late Cancel occurs are billed at full trip charge.

2. Possible Protocols for No-Shows:

- Single Rider Trips:
 - If an AM single rider No-Show occurs, The District will be billed for the AM trip and the afternoon trip will remain scheduled unless Contractor is notified by the parent or The District to cancel the afternoon trip.

The District may set up a protocol to automatically cancel afternoon trips in the event of an AM Single Rider No-Show

- If the afternoon trip is cancelled within 2 hours of the scheduled pick up time, The District will not be billed for the afternoon trip.
- Multiple Rider Trips:
 - The afternoon trip always remains scheduled

3. No-Show Reports:

Each morning an email is sent from Contractor Dispatch team to The District. This email is sent by 11 AM and alerts The District of the following circumstances:

- Which students were no-shows that morning
- How many consecutive days/trips they have been a no-show

The daily No-Show Report provides The District time to inform Contractor' Dispatch if one of the students on the No-Show Report is attending school that day and will still need a ride home in the afternoon.

The District is responsible for alerting Contractor of any change requests based on the data provided in the No-Show Report, such as removing a student from a route due to multiple no-shows.

4. Student Removal / Student Cancellation:

a. Permanent Removal of Student from Route:

Permanent removal of a student from a route requires The District notification/approval

- The District sends an email stating that a student needs to be removed from a route until further notice.

b. Impact:

Once the student is removed from the route, the student's spot is now gone and may be replaced with a different student, if available, to consolidate routes. If the student was the only one on that route, the route will be removed entirely and the driver then becomes available to service other routes.

c. Will only be affected if:

- Trip is above the minimum and there is a reduction in the mileage as a result of removing the student.
- The student was the only one on the route, therefore the route is cancelled

5. Cancellations/Temporary Removal:

a. Cancellation of a student from a route requires The District notification/approval

- A student is sick one day or will be going on vacation for a few days.

b. impact:

Because this is a temporary change, the student is not replaced on the route and their space on the route is reserved for their return.

c. Billing:

If the student is a single rider and the student is cancelled or temporarily removed, no charges will be assessed. When cancelling or temporarily removing the pick-up/drop-off for a student who is part of a multiple rider trip, The District will be charged the normal trip rate.

Attachment Document 3

The District Additional Requirements

As required by The District, prior to beginning services transporting students for The District **if any:**

- 1. Independent Contractor (Drivers)**

- 2. Driver Training:**

- 3. Vehicles:**