



Board Target Date: _____

Request for Board Approval of Contract

Vendor/Contractor/Consultant: Illuminated Collective, LLC

SCHOOL SITE/DEPARTMENT USE ONLY

Select one of the following: Independent Contractor/Business/Organization*

- * Any person, business, or organization that will be providing non-professional services to the District
- ** Any person, business, or organization that will be providing professional services to the District (Usually as a result of an RFP, i.e., services that require extensive technical knowledge or training in their particular area of expertise.) Engineers, Financial Advisors, Architects, Auditors, Surveyors, Inspectors, etc.
- *** Two or more persons, businesses, corporations, or organizations that will be partnering with the District to perform certain services with the District

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source (Code): 01 - 9422 - 0 - 3800 - 1000 - 5800 - 253 - 5140 % 89 vb
01 - 9422 - 0 - 3800 - 1000 - 5100 - 253 - 5140 % 11.00 vb
 _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____
 _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____

Funding Category: Base Supplemental Concentration
 Restricted: _____ Other: ARPA Grant

For Billing (if applicable): Bill to: Santa Rosa City Schools Billing frequency: Monthly

Contract is: New Contract Amount: 28,000.00

School Site/Department: Elsie Allen High Number of Individuals Served: Whole site

Approved at Site by*: _____ Date: _____

* Signature - **FOR CONTRACTS ORIGINATED BY SCHOOL SITE**

Departmental Approval**: Erika Raffo Roderick Castro Date: 10/14/2025 10/14/2025

** Signature - **DISTRICT OFFICE DEPT. SIGNATURE**

Contract Created by: Erika Raffo Role: Department Administrator

Site/Dept: Ed Services Phone #: 707-890-3800

Proposed Contract Start Date: ~~11/13/2025~~ Proposed Contract End Date: 03/31/2026

11/1/2025

Requisition #: _____

BUSINESS SERVICES USE ONLY

Verified Receipt of: Insurance(s) W-9 Form HR Clearance, if applicable

Board Approval Date: _____

Attach Signed Vendor Contract: 1 Vendor Contract



ILLUMINATED
COLLECTIVE

Illuminated Collective, LLC
11285 Affinity Court, Unit 121
San Diego, CA 92131
illuminatedcollective.org

Contact Information

Cheryl Hibbeln
Founder/CEO
cherylhibbeln@att.net
858-201-0984

To: Erika Raffo, Coordinator, College and Career Readiness, SRCSD
From: Cheryl Hibbeln, President, IlluminatED Collective
Subject: Support for Elsie Allen Pathway Program
Date: October 8, 2025

Background

Santa Rosa City School District has a need for technical support and professional learning to help facilitate the design of integrated college and career pathways at Elsie Allen High School.

Requested Services

The requested services will begin November 1, 2025, and conclude by March 31, 2026.

Scope of Work

The consultant will collaborate with designated district and site staff to meet the following outcomes at Elsie Allen High School:

- Facilitate the development of 9th and 10th grade **integrated grade level teams** that connect academic and technical education and that are focused on high wage, high skill integrated pathways with college-articulated **programs of study** and industry-aligned **work-based learning continuums**.
- Facilitate the development of a **pathway monitoring plan** that is aligned to existing Professional Learning Communities (PLC) processes.
- Co-create a **replicable engagement cycle** for establishing and/or updating pathways.
- Support staff to build a **school schedule** (master and bell schedules) that will support desired pathway design.

Work will occur within:

- Four in-person full day pathway planning days with designated staff (on mutually agreed upon dates).

- Ongoing virtual meetings with designated staff over zoom as needed to move through project goals.

Note: Two consultants will be present at all full day in person meetings. Additionally, it is strongly encouraged but not mandatory for participants to have a copy of Equitable School Scheduling.

Hourly rate: \$175

Daily rate: \$1,600 (in person)

Travel expenses (if needed) are not included in daily/hourly rate.

Total Cost of Services	not to exceed amount \$28,000
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AGREEMENT FOR SHORT TERM CONSULTING SERVICES

The requested services will begin November 1, 2025, and conclude by March 31, 2026. Santa Rosa City School District agrees to pay the Contractor a not to exceed amount of **Twenty-eight thousand dollars (\$28,000)**. The Contractor will submit monthly invoices to the district. Payment is due within 30 days of receipt of invoice.

Contractor agrees to hold harmless and indemnify Santa Rosa City School District, its officers, agents, and employees with respect to all damages, costs, expenses, or claims, in law or in equity, arising or asserted because of injuries to or death of person or damage to, destruction, loss, or theft of property arising out of faulty performance of the services to be performed by Contractor hereunder.

It is expressly understood and agreed to by the parties hereto that the Contractor, while carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and not an officer, agent, or employee of the Santa Rosa City School District. Either party may terminate this agreement by providing the other party with ten (10) days written notice. Upon such termination, fees will be determined on a pro rata basis.

CONTRACTOR:

ILLUMINATED COLLECTIVE LLC,

Taxpayer ID#: **83-4635674**

By *Cheryl Hibbeln*

Name Cheryl Hibbeln, Founder/President

Date 10/13/25

COMPANY:

Santa Rosa City School District

By _____

Name: Lisa August, Interim Superintendent

Date: _____

SPECIALIZED STUDENT TRANSPORTATION SERVICE AGREEMENT

This Specialized Student Transportation Service Agreement (“**Agreement**”) is entered into between ADROIT Advanced Technologies, Inc., a Delaware corporation (“**ADROIT**”), and Santa Rosa City Schools (“**Client**”) and represents a mutual understanding and agreement between the Parties whereby ADROIT agrees to arrange and coordinate the provision of specialized transportation on behalf of Client for its students and passengers (“**Riders**”). ADROIT and Service Provider may be referred to herein collectively as the “**Parties**” or individually as a “**Party**”. In this Agreement, the words “including” and “include” mean “including, but not limited to”.

WHEREAS, ADROIT operates online platforms and mobile applications (collectively, “Platform”) and arranges for professional specialized student transportation driver services for its clients.

WHEREAS, Client seeks assistance in procuring professional driver services for specialized student transportation, as well as other related services and features in support of such transportation.

WHEREAS, ADROIT and Client enter into this Agreement to set forth the scope and nature of the services to be provided by ADROIT.

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

1. Term

The initial term of this Agreement shall commence on July 1st, 2025, and end on June 30th, 2026 (“**Initial Term**”) and shall, unless terminated by either Party in accordance with the provisions of this Agreement, automatically renew for successive twelve (12) month periods (each a “**Renewal Term**” and together with the Initial Term, the “**Term**”). Unless otherwise agreed in writing between the Parties, for each successive Renewal Term, a price increase of 3% or the annual rate of inflation, whichever is greater, will be applied to the services and fees set forth in **Exhibit A**. Except as expressly modified herein, each Renewal Term shall otherwise be governed by the same terms and conditions in effect at the end of the immediately preceding term.

2. Operating Model

- a. ADROIT arranges the provision of specialized student transportation through vetted professional service providers (“**Providers**”) carefully selected by ADROIT. In this Agreement, the service provided by Providers

is referred to as “**Provider Services**”.

- b. ADROIT itself does not, directly or through third parties, provide any driver services and, accordingly, ADROIT will not be providing such services. Instead, ADROIT’s service involves procuring Provider Services and operating its Platform to support its arrangement between Client and Provider. In this Agreement, the service provided by ADROIT is referred to as “**Services**”.

3. Provider Standards

- a. ADROIT shall have a written contract with each Provider under which each Provider must: (i) be fully registered, licensed and insured to provide Provider Services in accordance with applicable law; (ii) ensure that all drivers providing specialized student transportation under this Agreement (“**Drivers**”) are duly licensed to provide such service; (iii) ensure all vehicles used to provide specialized student transportation under this Agreement (“**Vehicles**”) comply with all insurance, permitting, registration, and license requirements under applicable law, regulation or ordinance; (iv) ensure all Vehicles comply with applicable safety requirements, including required inspections, functioning safety belts for passengers, and any other safety requirements; and (v) perform Provider Services in accordance with the terms of this Agreement. ADROIT shall enter into a written agreement with each Provider to ensure adherence to the foregoing terms.
- b. Each Driver shall undergo and successfully pass a comprehensive background check confirming the absence of any felony convictions or pleas of nolo contendere, as well as any misdemeanor involving moral turpitude, including but not limited to offenses involving minors, sexual misconduct, firearms, controlled substances, human trafficking, abuse, or violence. The background check shall, at a minimum, include a review of the individual’s Department of Motor Vehicles (DMV) records from the applicable state licensing authorities and criminal history reports, including fingerprint-based checks conducted through the U.S. Department of Justice and the Federal Bureau of Investigation databases. The scope of the background check shall cover the longer of: (i) seven (7) years, (ii) the period required under applicable law, or (iii) the period required under Client’s standards (which shall be set forth in Exhibit B), unless the maximum period permitted by applicable law is shorter, in which case such legal maximum shall apply.

- c. At Client's request, Client may review the current roster of Drivers that Service Provider has deemed qualified to perform Trips under this Agreement. If Client has a good faith basis to believe that any Driver is not properly licensed or otherwise fails to meet applicable legal requirements or Client-specific standards, Client may, in its sole discretion, request that such Driver be excluded from performing Trips under this Agreement.

4. Services

- a. ADROIT offers various service types ("**Service Types**"), including those more fully described in **Exhibit A, Service Types, Rates, and Charges**.
- b. ADROIT is responsible for establishing the most efficient routing for all Riders, individually and collectively. Typically, a one-way trip ("**Trip**") will consist of Riders from a single client ("**Standard Trip**"). In some situations, to achieve efficiencies and cost-savings for clients ADROIT may offer to coordinate Trips shared by Riders of neighboring clients ("**Multi-Client Trips**").
- c. At all times, ADROIT's performance under this Agreement, including the vetting of Service Providers, shall comply with all applicable laws, regulations, and ordinances, including Senate Bill #88 (Cal. Educ. Code § 39875, *et seq.*) and M.G.L. c. 90, § 7B. ADROIT will maintain records of all applicable requirements, including updated, revised, or modified reports and documents, which shall be available for inspection by any local educational agency or any state regulatory agency at any time.
- d. ADROIT's proprietary routing software determines optimal Trip routes based on a variety of factors, including Rider requirements. ADROIT shall retain sole discretion over the establishment and modification of all Trip routes, whether for individual or multiple Riders. Routes may be amended unilaterally by ADROIT at any time to ensure continued service optimization.
- e. If a Driver attempts to pick up a Rider, but the Rider is not present within three (3) minutes from the scheduled pick-up time, and neither Client nor the Rider's authorized parent, caretaker, or guardians (collectively, "**Guardian**") has provided prior notice of the Rider's unavailability in accordance with this Agreement, the Rider will be deemed a "**No-Show**", and the Driver will be under no obligation to continue waiting for such Rider. If a morning Trip involves a single Rider that is a No-Show, the Rider's afternoon Trip will remain scheduled unless Client or Guardian

notifies ADROIT to cancel the afternoon Trip and subject to the Late Cancellation policy set forth below.

- f. ADROIT shall assign a primary point of contact to Client. The primary point of contact's responsibilities include: (i) ongoing review and reports of Client's operations, (ii) providing training and instruction on Client-specific requirements; (iii) dealing with any ADROIT Platform issues or queries, and (iv) providing a point of escalation for any significant issues encountered by Client.
- g. ADROIT shall notify Client if a Rider's behavior is aggressive, erratic, or otherwise extreme, or if servicing the Rider presents significant operational challenges ("**Hard to Serve**"). The Parties shall work in good faith to reach a mutually acceptable agreement regarding revised service terms and conditions applicable to the Hard to Serve Rider, which may include additional compensation. If no such agreement is reached in writing, ADROIT reserves the right to decline service for the Hard to Serve Rider.
- h. ADROIT offers to arrange the provision of various types of safety equipment, including Buckle Guards, Safety Vests, Car Seats, and Booster Seats (collectively, "**Safety Equipment**"). If Safety Equipment is provided, the Driver shall be responsible for properly securing the Safety Equipment to the Vehicle.
- i. An attendant / monitor ("**Attendant**") may accompany a Rider during a trip. ADROIT offers to arrange an Attendant on behalf of clients ("**Provided Attendant**"), or Client may provide its own Attendant ("**Client Attendant**"). All Provided Attendants shall undergo and successfully pass the same background checks required for Drivers under this Agreement.
- j. Any other Client-specific requirements related to ADROIT's Services, including Driver qualifications and standards, Vehicle specifications, or any other operational requirements, shall be set forth in **Exhibit B, Client-Specific Requirements**, incorporated herein by reference.

5. Platform Use

- a. In providing its Service, ADROIT uses its Platform which includes four interconnected components that work together:

Service Provider Portal: A web-based application that enables Providers to respond to Trip Requests and access ADROIT's tools including schedules, and driver, route, and trip information.

Client Portal: A web-based application that allows clients to make Trip Requests, enter student and school data, monitor all transactions concerning the client's account, cancel rides, communicate with ADROIT's administrators, review reports and invoices, and more.

ADROIT Guardian: ADROIT's mobile application that enables Guardians to monitor Riders, cancel rides, and communicate with ADROIT.

ADROIT Driver: ADROIT's mobile application that enables real-time monitoring, communication, and provides insights into the safety of each Trip.

Client acknowledges and understands that use of the Platform is subject to ADROIT's Terms of Use ("**TOU**") available at <https://www.goadroit.com/>. The TOU, as amended from time to time, are hereby incorporated by reference.

- b. Client acknowledges and understands that Guardians must use ADROIT Guardian to receive ADROIT-generated notifications regarding a Rider, including pick-up and drop-off times, route updates, and other important information. ADROIT is not obligated to place courtesy calls to Guardians who are unwilling or unable to use the ADROIT Guardian app. Such Guardians shall be responsible for regularly obtaining their Rider's transportation information by contacting ADROIT directly.
- c. Client must identify each Client representative that will be authorized as a full access "**Admin User**" through Client's Portal. Any actions taken by an Admin User shall constitute actions and elections by Client. Client represents and warrants that all Admin Users have sufficient authority, agency and rights to take any actions, make elections and incur charges on behalf of, and legally bind Client, including submission of Requests.

6. Initial Trip Requests, Modifications, Cancellations, and No-Shows

a. Generally

- i. During the Term, Client may submit initial requests for ADROIT to arrange and coordinate Rides on behalf of specific Riders ("**Trip Requests**"), as well as requests to modify ("**Modification Requests**") the terms of accepted Trip Requests ("**Accepted Requests**").

- ii. While ADROIT will strive to accommodate all Trip Requests, Modification Requests, and Client preferences, including specific Service Types, pick-up times, and route requests (“**Preferences**”, together with Trip Requests and Modification Requests, “**Requests**”), fulfillment is subject to Riders’ needs, Vehicle availability, and other operational considerations. ADROIT retains full discretion in determining whether a Request can be met or would impose an undue burden, and ADROIT is under no obligation to accept or grant a Request. ADROIT recommends, at a minimum, 72 hours’ notice to fulfill any Request.
- iii. Client or Guardians may initiate Requests or cancellations either through the Platform or by contacting ADROIT via telephone at (888) 778-3413.

b. Initial Trip Requests

- i. The details of the Trip Request, including the participating Rider, the pick-up and drop-off locations, and other Preferences will be stated by Client through the Platform.
- ii. ADROIT shall be deemed to accept a Trip Request, thereby converting it to an Accepted Request, upon assigning a Driver to the Trip Request through the Platform.
- iii. Each Accepted Request, incorporated herein by reference, constitutes a separate agreement between the Parties whereby ADROIT agrees to fulfill the Trip Request in accordance with its terms, and Client agrees to compensate ADROIT pursuant to the terms of this Agreement.

c. Cancellations

- i. A Trip involving a single Rider may be cancelled at no cost if ADROIT is provided at least two (2) hours’ advance notice prior to the Rider’s scheduled pick-up time (“**Free Cancellation Window**”). If the Trip involves multiple Riders, there will be no change to the total cost.
- ii. Client may temporarily cancel (“**Temporary Cancellation**”) service to a specific Rider for several days. An Accepted Request remains valid while a Temporary Cancellation is in effect, and the Rider’s seat and route assignment will remain reserved. If the Temporary

Cancellation relates to a route involving a single Rider, no charges will apply subject to the Free Cancellation Window terms. If the Temporary Cancellation relates to a route involving multiple Riders, the Temporary Cancellation will have no impact on the total amount due. ADROIT will strive to accommodate a Temporary Cancellation for several days, but if ADROIT, in its sole discretion, deems any Temporary Cancellation period excessive, ADROIT may convert the Temporary Cancellation to a Permanent Cancellation, as that term is defined below.

- iii. Client may permanently cancel an Accepted Request (“**Permanent Cancellation**”). If the Permanent Cancellation relates to a route involving a single Rider, the Driver will become immediately available to service other routes. If the Permanent Cancellation relates to routes involving multiple Riders, the affected Rider will be removed from the Driver’s route, and the vacated seat may be immediately available to another Rider, including through the consolidation of existing routes.

7. Fee Structure, Rates, and Charges

- a. The rates and charges for the Services performed under this Agreement, including the Services involving Multi-Client Rides, shall be in accordance with the rates and charges set forth in **Exhibit A**.
- b. Mileage charges are calculated using driving distance data from a third-party mapping provider (e.g., Google Maps, MapQuest, or Apple Maps), based on the fastest route available. Total mileage is rounded up to the nearest whole mile. Mileage incurred when an attendant / monitor “Attendant” is being transported in a Vehicle without a Rider, whether a Client Attendant or Provided Attendant, shall be included in the calculation of charges.
- c. ADROIT shall be entitled to full compensation for any No-Shows and any canceled rides in which notice was not submitted within the Free Cancellation Window.
- d. For Multi-Client Trips, ADROIT allocates fees by first calculating the total amount each participating client would have paid had their Trips been performed separately as Standard Trips (“**Cumulative Standard Fee**”). Each client’s share of the actual Multi-Client Trip cost is then determined based on their proportion of the Cumulative Standard Fee. By way of

example, if Client A's Standard Trip would have cost \$90 and Client B's \$100, the Cumulative Standard Fee would be \$190. Client A would be responsible for 47.37% ($\$90 \div \190) and Client B for 52.63% ($\$100 \div \190) of the Multi-Client Trip cost. If the total Multi-Client Trip cost is \$110, Client A would pay \$62.57, and Client B would pay \$69.43. ADROIT reserves the right to apply a coordination fee of up to 20% to each client's allocated portion of the Multi-Client Trip cost.

8. Invoicing and Payment

- a. At the beginning of each month, ADROIT shall submit to Client an invoice for all Services provided during the prior month in accordance with the agreed upon payment terms. A detailed summary of all invoiced Services will be available to Client at all times through the Client Portal.
- b. Client shall pay or otherwise reasonably dispute an invoice within thirty (30) days of receipt. If Client fails to make payment within this period, a late payment fee equal to three percent (3%) of such past due sum will be assessed for each month late, and that late payment fee is to be added on one of the following invoices in ADROIT's favor.
- c. All invoice disputes must be submitted in writing in accordance with the Notification requirements under this Agreement. Any dispute that is made later than thirty (30) days after Client receives an invoice shall be invalid.

9. Client Obligations and Representations

- a. Client shall: (i) ensure the booking details are complete and accurate, including dates, pick-up times, pick-up and drop-off locations, and necessary Safety Equipment; (ii) co-operate with ADROIT in all matters relating to the Services and Provider Services, including performing any further acts and signing and delivering any further documents that are reasonably necessary to carry out the provisions of this Agreement, (iii) ensure that it only allows authorized individuals to access and use the Services on its behalf, (iv) communicate to ADROIT changes to schedules, calendars, and transportation requests in a timely manner, and (v) grant Providers access to Client's premises, sites and other locations as reasonably required to perform the Provider Services.
- b. While the Driver is responsible for properly securing Safety Equipment to the Vehicle, Client and Guardian shall be primarily responsible for the physical loading and unloading of Riders, as well as securely fastening

Riders into the Safety Equipment and Vehicle. This division of responsibility helps maintain clear roles, supports Rider safety and comfort, and ensures consistency in the transportation process. If a Driver provides assistance with physical loading, unloading, or securing a Rider, whether required by circumstances or directed by the Client or Guardian, the Client shall be deemed to have given prior consent.

- c. ADROIT offers to arrange transportation in Vehicles with rear-facing dashcams that allow Guardians to monitor Riders during a Trip. Client shall be responsible for ensuring it has obtained all consents required related to the use of such dashcams in Vehicles. By requesting the use of dashcams in Vehicles, Client certifies it has obtained all necessary consents. Additional terms and conditions regarding the use of dashcams shall be negotiated between the Parties and set forth in Exhibit B.
- d. Client represents, warrants and undertakes that: (i) it has the power and is duly authorized to enter into, perform and comply with its obligations under this Agreement; (ii) this Agreement is executed by one of its authorized representatives; and (iii) it monitor access to and maintain the security of its Client Portal.
- e. Client shall be responsible for any excessive damage to Vehicles caused by its Riders.
- f. Client is responsible for monitoring Riders' attendance and informing ADROIT of any changes to Riders' transportation, including removing a Rider from a route for multiple No-Shows.

10. Termination

- a. The initial Term shall be automatically extended for successive additional twelve (12) month periods unless, at least thirty (30) days prior to the end of the current Term one Party has notified the other in writing that the Agreement shall expire at the end of the current Term.
- b. This Agreement shall automatically terminate on the occurrence of the dissolution, bankruptcy, or insolvency of either Party.
- c. In the event of a material breach of this Agreement, the non-breaching Party may terminate this Agreement if the breaching Party fails to cure such material breach, if curable, within thirty (30) days after the non-breaching Party provides written notice of the alleged breach.

11. Insurance

ADROIT holds, and shall continue to maintain in full force and effect during the Term the insurance specified below:

- a. Commercial General Liability: Combined single limit of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate, covering both bodily injury and property damage.
- b. Motor Vehicle Liability: Combined single limit of not less than \$1,000,000 per occurrence, covering both bodily injury and property damage.
- c. Sexual Abuse and Molestation Liability: Combined single limit of not less than \$1,000,000 per occurrence.
- d. Workers' Compensation: Limits in accordance with the statutory requirements of the applicable jurisdiction.
- e. Employers' Liability: Limits of not less than \$1,000,000.

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

12. Indemnification

- a. ADROIT hereby agrees to indemnify and hold Client, 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 Client and/or ADROIT and/or any Rider(s), in connection with the negligent provision of the Services that are to be provided by Providers and 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 ADROIT 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 Client property.
- b. Client hereby agrees to indemnify and hold ADROIT, its directors, 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 any injury to any person or property sustained by ADROIT and/or any Rider(s), and allegedly caused by any act, neglect, fault or omission on the part of Client, its employees, agents, affiliates and independent contractors in connection with the Services, whether or not said injury or damage occurs on or off Client property.

13. Independent Contractor

In providing the management and logistical support necessary to coordinate the Services, ADROIT 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 Client. 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. ADROIT understands and agrees that as an independent contractor, it will not be eligible to participate in any benefits or privileges given or extended by Client to its employees. ADROIT 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 Client, its Board Members, Officers, employees and agents free and harmless therefrom.

14. Non-Solicitation

Client agrees during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, Client 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 people who have performed services for ADROIT at any time during the term of this Agreement.

15. Notices

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.

If to Client:

Santa Rosa City Schools
211 Ridgway Avenue
Santa Rosa, CA 95401
(707) 890-3800

If to ADROIT:

ADROIT Advanced Technologies, Inc.
10235 W Little York Rd. Suite 200
Houston, TX 77040
Email: care@goadroit.com

Confidentiality and Non-Disclosure

- a. In connection with the services provided under this Agreement, a Party (“**Receiving Party**”) may receive, have access to, or otherwise obtain confidential or proprietary information of the other Party (“**Disclosing Party**”), including student records, personally identifiable information (PII), educational or medical information, operational procedures, pricing, route information, and any other non-public information disclosed in any form, whether written, oral, or electronic (“**Confidential Information**”).
- b. The Receiving Party agrees to comply with all applicable laws and use all reasonable efforts to maintain the confidentiality of all Confidential Information and to use such information solely for the purpose of fulfilling its performance under this Agreement. The Receiving Party shall not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party, except to employees, agents, or subcontractors who have a legitimate need to know and are bound by confidentiality obligations at least as protective as those contained herein.
- c. The obligations under this Section shall not apply to information that (i) is or becomes publicly available through no fault of the Receiving Party; (ii) was already in the Receiving Party’s possession without restriction at the time of disclosure; or (iii) is lawfully obtained by the Receiving Party from a third party not under any obligation of confidentiality.

16. Dispute Resolution

- a. This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the state of Texas and in the event of any disagreement or dispute, the laws of Texas shall apply and suit must be brought in exclusively in the state or federal courts serving Texas as each Party specifically submits to the exclusive personal jurisdiction of such courts for disputes involving this Agreement and waive any and all defenses to jurisdiction of or venue in such courts.
- b. 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.

17. Entire Agreement

This Agreement, together with all exhibits attached hereto and incorporated by reference, constitutes the entire agreement between the Parties with respect to the specialized transportation services provided. No amendment or modification shall be effective unless in writing and signed by a duly authorized representative of both Parties. In the event of any conflict or inconsistency among the terms comprising this Agreement, the terms shall control in accordance with the following order of precedence of terms, the following order of priority, from highest to lowest, will apply: Exhibit B, Exhibit A, Agreement, TOU.

18. Waiver

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.

19. Severability

In the event any of the provisions or portions thereof of this Agreement are 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. The Parties agree to replace such ineffective provision, if any, by a valid provision that comes closest to the legal and economic intention of such ineffective provision.

[Signature Page to Follow]

NOW, THEREFORE, the Parties hereby cause this Agreement to be executed by their duly authorized representatives as of the dates set forth below.

ADROIT

CLIENT

Signature: _____

Signature : _____

Printed: Ryan King

Printed: _____

Title: Vice President of Operations

Title: _____

Date: _____

Date: _____

Exhibit A
Rates & Charges

Service Types, Rates and Charges

ADROIT's total compensation is calculated on a per-Trip basis. To clarify, a morning ride involving multiple Riders constitutes a single Trip. However, if a Driver operates the same route in both the morning and afternoon, the Driver performed two Trips because each leg constitutes a distinct Trip. The total cost of a single Trip is determined using the following formula:

Base Fee + Variable Fee (if applicable) + Optional Services Fee (if applicable) + Additional Charges (if applicable)

Service Types	Description	Fee
Base Fee		
Standard Vehicle	Vehicles with a capacity of up to five (5) passengers. Up to three (3) Riders may be transported per Vehicle.	\$79.62/ Trip
Large Vehicle	Vehicles with a capacity of more than five (5) passengers. Up to five (5) Riders may be transported per Vehicle.	\$106.09 / Trip
Accessible Vehicle	Transportation requiring a wheelchair accessible vehicle.	\$154.50 / Trip
Variable Fee (if applicable)		
Extended Mileage	Applies to each Trip mile after the first ten (10) miles, rounded up to the next full mile.	\$2.71/ mile
Fuel Surcharge	Applies when the average fuel price as set forth in the U.S. EIA fuel price index at https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_sca_w.htm exceeds \$5 per gallon. The fee is based on the difference between the average fuel price in Client's jurisdiction and \$5 (" Surcharge "). The Surcharge applies to all Trip miles.	50% Surcharge / mile
Optional Fee (if applicable)		
Safety Equipment	Provider-furnished Safety Equipment (e.g., Buckle Guards, Safety Vests, Car Seats, Booster Seats, and more).	\$4 / unit
Provided Attendant	A 2-hour minimum charge applies to a Provided Attendant. Except as otherwise stated in this Agreement, no fee applies to a Client Attendant.	\$40 / hour
Cameras	Transportation in Vehicles with rear-facing dashcams. As set forth in the terms of the Agreement, by electing this service, Client certifies it has obtained all necessary consents related to the use of dashcams in Vehicles.	\$3 / Trip
Additional Charges (if applicable)		
Wait Time	When requested by Client, a Driver may wait at the pick-up location for longer than five (5) minutes. In such cases, a Wait Time Fee will apply. Wait Time Fees are charged in fifteen (15) minute increments (" Block "), rounded up to the next full Block.	\$15 / Block
Tolls & Other Fees	Any unavoidable tolls or other fees, e.g., parking, incurred during Trip.	Full Reimbursement
Hard to Serve Fee	Only applicable to the extent the Parties agree to a special rate for a particular Rider in accordance with the Agreement.	TBD



Board Target Date: _____

Request for Board Approval of Contract

Vendor/Contractor/Consultant: Imagine Learning

SCHOOL SITE/DEPARTMENT USE ONLY

Select one of the following: Independent Contractor/Business/Organization*

- * Any person, business, or organization that will be providing non-professional services to the District
- ** Any person, business, or organization that will be providing professional services to the District (Usually as a result of an RFP, i.e., services that require extensive technical knowledge or training in their particular area of expertise.) Engineers, Financial Advisors, Architects, Auditors, Surveyors, Inspectors, etc.
- *** Two or more persons, businesses, corporations, or organizations that will be partnering with the District to perform certain services with the District

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source (Code): 01 - 0000 - 0 - 1140 - 1000 - 5800 - 249 - 5115 % 41.4 vb
01 - 0000 - 0 - 1140 - 1000 - 5100 - 249 - 5115 % 59.60 vb
 _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____
 _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____

Funding Category: Base Supplemental Concentration
 Restricted: _____ Other: _____

For Billing (*if applicable*): Bill to: _____ Billing frequency: _____

Contract is: Addendum/Amendment Contract Amount: 60,330.00

School Site/Department: Ed Services Number of Individuals Served: 222

Approved at Site by*: _____ Date: _____

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: Aaron Gildengorin Date: 10/31/2025 10/30/2025

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Aaron Gildengorin Role: Department Administrator

Site/Dept: Ed Services Phone #: 707-890-3800

Proposed Contract Start Date: ~~10/30/2025~~ Proposed Contract End Date: 08/31/2026
10/1/25

Requisition #: _____

BUSINESS SERVICES USE ONLY

Verified Receipt of: Insurance(s) W-9 Form HR Clearance, if applicable

Board Approval Date: _____

Attach Signed Vendor Contract: 1 Vendor Contract



Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Date 10/21/2025
Quote No. Q-202992
Acct. No. 12214874
Total 60,330.00
Pricing Expires 04/14/2026

Santa Rosa City Schools
211 Ridgway Ave
Santa Rosa CA 95401
United States

Licenses for Montgomery HS (Chemistry) and Elsie Allen HS (Spanish)

Payment Term	Contract Start	Contract End
Net 30	10/1/2025	8/31/2026

Site	Description	End Date	Qty	Per Unit
Santa Rosa City Schools	IS Teaching per Semester Course (18 wks) (14 day drop/add grace period)	08/31/2026	222	265.00
	PL - CW/Supp/SS Virtual Session	08/31/2026	2	750.00

Subtotal 60,330.00
Tax Total 0.00
Total 60,330.00

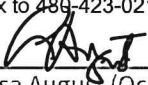
Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Terms and Conditions of Company Services ("Terms and Conditions"). These Terms and Conditions are available at www.imaginelearning.com/standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential and may not be shared with third parties without Imagine Learning's written consent.

Please note that the paper used in our products and the paper and components included in our science and math kits are sourced from suppliers that may become subject to tariffs. While we are actively managing our supply chain to minimize the effect of any tariffs that may be imposed, we reserve the right to apply a tariff surcharge to offset increased costs if necessary. We will provide thirty (30) days advance notice regarding the imposition of any such surcharges.

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

Santa Rosa City Schools

Signature: 
Print Name: Lisa August (Oct 30, 2025 09:21:47 PDT)
Title: Lisa August
Date: Interim Superintendent

Imagine Learning Representative

Liz Peatman
Account Executive -
liz.peatman@imaginelearning.com
imaginelearning.com