



Board Target Date: _____

Request for Board Approval of Contract**Vendor/Contractor/Consultant:** Solution Tree

Will this vendor have direct contact with students? NO

If yes, we will need Mandated Reporter Certification

SCHOOL SITE/DEPARTMENT USE ONLY**Select one of the following:** Partnership***

- * 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 - 0500 - 0 - 1140 - 2700 - 5215 - 119 - L308 % 26.66 cd

01 - 0500 - 0 - 1140 - 2700 - 5215 - 249 - L308 % 22.24 cd

01 - 0500 - 0 - 1140 - 1000 - 5215 - 119 - L308 % 25.55 cd

01 - 0500 - 0 - 1140 - 1000 - 5215 - 249 - L308 % 25.55 cd

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

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

Contract is: New **Contract Amount:** 90,000.00

School Site/Department: Ed Services **Number of Individuals Served:** 57

Approved at Site by*: _____ **Date:** _____

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

Departmental Approval:** Alisa Haley **Date:** 08/13/2026

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

Contract Created by: Marlen ceballos **Role:** Site Secretary

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

Proposed Contract Start Date: 08/01/2026 **Proposed Contract End Date:** 05/30/2027

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

Board Approval Date: _____

LAST REVISED ON 4-9-25

Attach Signed Vendor Contract: 1 Vendor Contract

Solution Tree Purchase Agreement

Effective as of the last date of signature below, Solution Tree Inc. ("Solution Tree"), located at 555 N. Morton St., Bloomington, IN 47404, and Santa Rosa City Schools ("Customer"), located at 110 Stony Point Rd Santa Rosa CA 95401, agree as follows:

1. **Purchase Summary:** Customer will purchase and Solution Tree will provide the products and services described below. Customer will provide Solution Tree with a purchase order for the full amount due under this Agreement, including any applicable taxes. All payments will be due net 30 days from actual date of invoice with all past due invoices subject to monthly finance charges as allowed by law.

Description	Payment	Expected Invoice Date
2026/27 CAPS Network Registrations: 11 Principals at \$4,000.00 per Registration	\$44,000	Upon execution of Agreement
2026/27 CAPS Network Registrations: 46 Teachers at \$1,000.00 per Registration	\$46,000	
Total	\$90,000	

2. **CAPS Network Registrations:** Solution Tree will process CAPS Network Registrations upon receipt of a purchase order or full payment. Each CAPS Network Registration includes one book selected by Solution Tree and the CAPS Network presenters, access to 6 CAPS Network Cohort (the "Cohort") professional development to be scheduled throughout the academic year for the Cohort as a whole, and access to personalized feedback in a one-on-one coaching session with a CAPS Network Coach after each day of professional development.
3. **General Terms**
 - 3.1. **Intellectual Property:** Customer acknowledges that all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement are pre-existing and that no materials will be developed specifically for Customer. All previously owned rights will be retained, and Customer may not reproduce any materials not designated reproducible without express written permission. All audio, video, and digital recording of the services by Customer is prohibited.
 - 3.2. **Authorization:** Customer warrants that it has gone through all required approval and procurement processes related to a purchase of this size and that Customer's signatory has the authority to bind Customer to the terms of this Agreement.
 - 3.3. **Force Majeure:** If an event beyond the parties' control makes performance impossible, illegal, or commercially impracticable by preventing services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products. If performance is prevented entirely, neither party will have any further liability to the other party for the prevented performance. All unaffected obligations will remain in place.

- 3.4. **Termination:** Solution Tree may terminate this Agreement if Customer does not provide a purchase order at least 30 days before the first scheduled date. If Customer seeks to cancel any services within 90 days of the scheduled date for any reason but Force Majeure and Solution Tree agrees to such cancellation, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit.
- 3.5. **Contingency:** This Agreement is contingent upon the Cohort reaching 100 participants. If it does not reach 100 participants, Solution Tree may terminate this Agreement.
- 3.6. **Entire Agreement:** This Agreement, any purchase orders issued pursuant to this Agreement, any RFP in place between the parties, any other written agreement executed by the parties for the same services included in this Agreement, and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

By: _____	_____	By: _____	_____
	Date	Jessica Rodgers	Date
		CA State Office Executive Director	
Santa Rosa City Schools		Solution Tree	



Board Target Date: _____

Request for Board Approval of Contract**Vendor/Contractor/Consultant:** ADROIT (private student transportation)

Will this vendor have direct contact with students? YES If yes, we will need Mandated Reporter Certification

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 - 6500 - 0 - 5770 - 3600 - 5805 - 298 - 5198 % 100 cd

_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____

_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____

_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____

Funding Category: ☐ Base ☐ Supplemental ☐ Concentration

☐ Restricted: _____ ☒ Other: Special Services

Pupil Transportation Funds

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

Contract is: Renewal **Contract Amount:** \$70,000.00

School Site/Department: Special Services **Number of Individuals Served:** 2

Approved at Site by*: _____ **Date:** _____

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

Departmental Approval:** Monica Fong **Date:** 08/12/2026

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

Contract Created by: Patricia Cons-Fujii **Role:** Department Secretary

Site/Dept: Special Services **Phone #:** 707-890-3800

Proposed Contract Start Date: 08/12/2026 **Proposed Contract End Date:** 06/30/2027

Requisition #: R27-00798 & R27-00803

BUSINESS SERVICES USE ONLY

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

Board Approval Date: _____

LAST REVISED ON 4-9-25

Attach Signed Vendor Contract: 3 Vendor Contract

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, 2026, and end on June 30th, 2027 (“**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 forward and rear-facing dashcams. 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: SVP of Operations

Title: _____

Date: _____

Date: _____

20. 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.	\$82.01 / Trip
Large Vehicle	Vehicles with a capacity of more than five (5) passengers. Up to five (5) Riders may be transported per Vehicle.	\$109.27 / Trip
Accessible Vehicle	Transportation requiring a wheelchair accessible vehicle.	\$159.14 / 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.	\$2.79 / 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
Additional Solutions (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 forward and 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.	No Charge
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: 8/12/2026-Due to Purchasing by 7/24/26

Request for Board Approval of Contract

Vendor/Contractor/Consultant: Curriculum Associates

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 - 0500 - 0 - 1140 - 1000 - 5817 - 233 - L125 % 100 vb

_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____

_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____

_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____

Funding Category: ☐ Base ☒ Supplemental ☒ Concentration

☐ Restricted: _____ ☐ Other: _____

For Billing (if applicable): ☒ Bill to: Rincon Valley Middle School Billing frequency: Once

Contract is: New Contract Amount: \$24,330.00

School Site/Department: Rincon Valley Middle Number of Individuals Served: 700

Approved at Site by*: Michael Casper Date: 07/15/2026

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: Alisa Haley Date: 07/16/2026

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Michael Casper Role: Site Administrator

Site/Dept: Rincon Valley Middle Phone #: 707-890-3870

Proposed Contract Start Date: 08/17/2026 Proposed Contract End Date: 06/10/2027

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

Board Approval Date: _____

LAST REVISED ON 4-9-25

Curriculum Associates®

Prepared For:

Alisa Haley
Santa Rosa City SD
110 Stony Point Road,
Santa Rosa, CA 95401

7/1/2026

Dear Alisa Haley,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and i-Ready Partner Services included. If you have any questions or would like any changes, please contact us.

Implementation Starting: 2026-2027 Quote ID: 434109.4 Quote Valid through: 12/31/2026

Product	List Price	Net Price
i-Ready	\$24,330.00	\$24,330.00
Professional Learning	\$0.00	\$0.00
i-Ready Partners Services	\$2,000.00	\$0.00
List Total:		\$26,330.00
Savings:		\$2,000.00
Shipping/Tax/Other:		\$0.00
Total:		\$24,330.00

Thank you again for your interest in Curriculum Associates.

Sincerely

Alex Aguirre

aaguirre@cainc.com

i-Ready Partners Services Includes:

- Initial Implementation Services: Provisioning, Initial Rostering, Hosting, Technology Assessment
- Implementation Management: Implementation Guidance, Realtime Achievement Data After Every Assessment, Ongoing Data Management
- Staff Development Consultation and Resources: Consultative services to help you plan and make the most of Professional Learning sessions, and i-Ready Central Self-Service Resources
- Technical Support: Proactive Network Monitoring & Issue Notification, Annual Health Check, Technical Support

Please submit this quote with your purchase order

Curriculum Associates®

Quote ID: 434109.4

Date: 7/1/2026

Quote Valid through: 12/31/2026

Prepared For:

Alisa Haley
Santa Rosa City SD
110 Stony Point Road,
Santa Rosa, CA 95401
ahaley@srcs.k12.ca.us

Your Representative:

Alex Aguirre

aaguirre@cainc.com

Rincon Valley MS 4650 Badger Rd, Santa Rosa, CA 95409

Total Building Enrollment: 725, Grade Range: 7 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Complement Professional Learning Sessions	Multiple	40124.0	1	\$0.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Math and Reading Site License 501-800 Students 1 Year	K-8	15004.0	1	\$24,330.00	\$24,330.00	\$24,330.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	\$2,000.00	\$0.00	\$0.00
Subtotal:						\$24,330.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$24,330.00

Total

List Total:	\$26,330.00
Savings:	\$2,000.00
Merchandise Total:	\$24,330.00
Voucher/Credit:	\$0.00
Estimated Tax:	\$0.00
Estimated Shipping:	\$0.00
Total:	\$24,330.00

Special Notes

F.O.B.: N. Billerica, MA 01862
Shipping: Shipping based on MDSE total
Terms: Net 30 days, pending credit approval
Fed. ID: #26-3954988

Please submit this quote with your purchase order

Y1

Submitting Your Order

Placing an order is easy! Simply refer to the guide below when preparing your Purchase Order.

Submit Your Purchase Order and Corresponding Quote To: orders@cainc.com

Need Help Placing an Order? Contact: orders@cainc.com or 1 (800) 225-0248

1. Purchase Order Number and Date

2. Bill-To or Invoice-To Name and Address

3. Ship-To Name and Address

4. Items and Quantities

Does your quote include a “for budgeting” note? Ensure all items and quantities are final.

5. Subtotals for Merchandise, Freight, Tax, and the Purchase Order Grand Total

A current tax-exempt certificate must be on file to honor exemption status.

1 Purchase Order

Pleasant Meadows

Regional School District

Purchase Order: 312773

Date: 7/1/2025

2

Bill To:

Pleasant Meadows School District
ATTN: Accounts Payable
47 Whipple Rd
Pleasant Meadows, MA 01234
(978) 123-4567
Vendor Name: Curriculum Associates

3

Ship To:

Pleasant Meadows School District
ATTN: Adam Smith, Warehouse Mgr
47 Whipple Rd
Pleasant Meadows, MA 01234
(978) 123-4567

4

Product	Quantity	Unit Price	Extended Amount
23456.0 Reading Student Book G2	75	\$15.00	\$1,125.00
23456.9 Reading Teacher Book G2	3	\$30.00	\$90.00
23457.0 Math Student Book G2	75	\$15.00	\$1,125.00
23457.9 Math Teacher Book G2	3	\$30.00	\$90.00
12345.0 Digital School License	1	\$7,000.00	\$7,000.00

5

Subtotal	\$9,430.00
Freight	\$267.30
Tax	\$0.00
Total	\$9,697.30

6

Notes:

Reference Quote # 12456.1

Pack materials by school site. Deliver between 7/14/25–7/25/25.

8

Warehouse open Monday–Thursday 8 a.m.–3 p.m. in July.

7

9

Sarah Johnson
Purchasing Manager

6. Quote Number

Quote total and Purchase Order total must match.

7. Delivery Window

Must be at least seven to 10 days

8. Delivery Instructions

For example, please indicate weekdays and times the location is open for deliveries.

9. Signature of Authorized Official

If required by your administration

Note: We are unable to accept requisitions or signed quotes.

White-Glove Delivery:

Available upon request for \$500 per shipment location, subject to our carrier partner's availability. Please notify us of this request prior to submitting your Purchase Order so we can include the service on your quote properly.

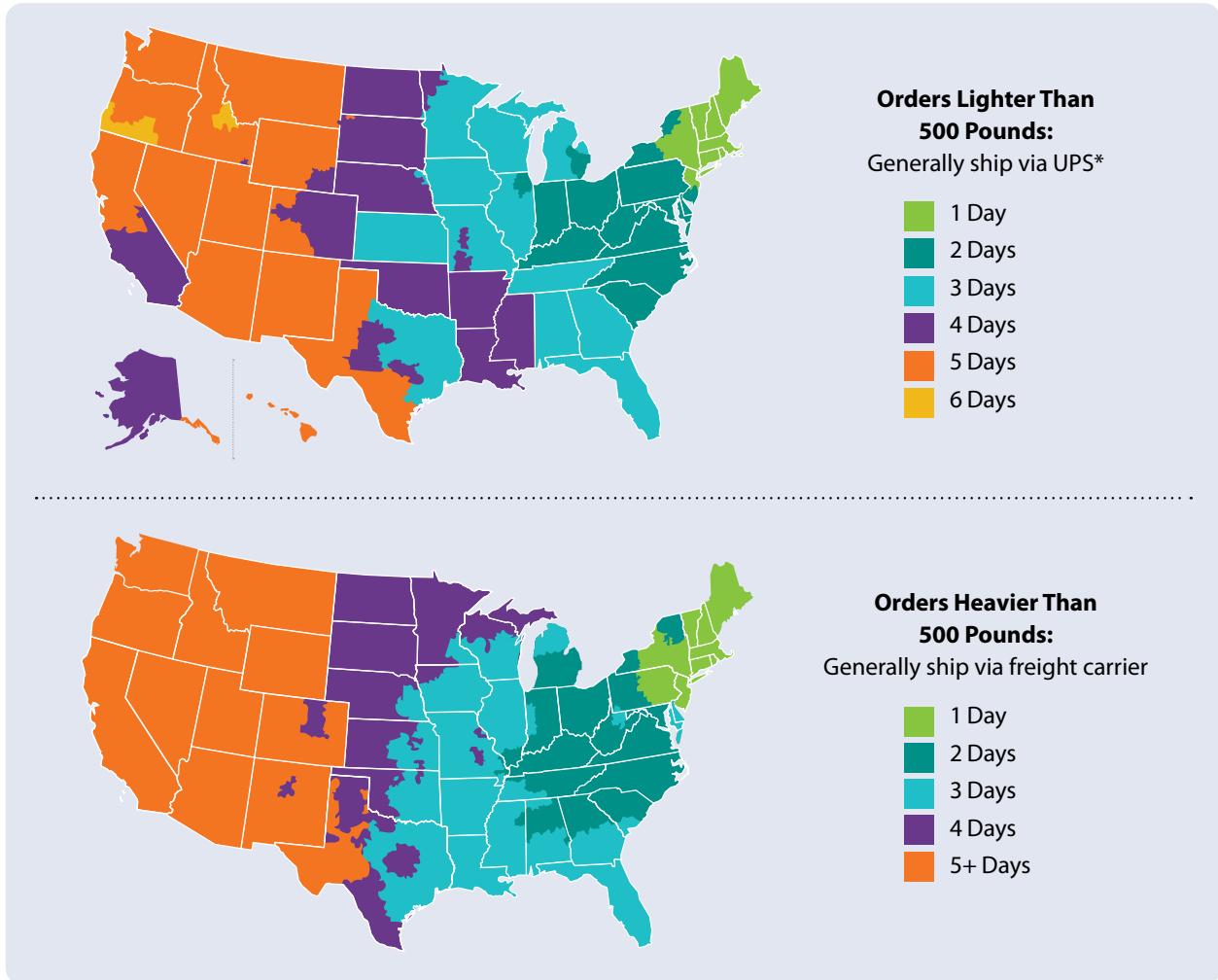
Please Consider Processing and Transit Times as You Are Preparing to Place Your Order

Orders lighter than 500 pounds are shipped via UPS. Orders heavier than 500 pounds are shipped via freight carrier. Reference the maps on the following page for our estimated transit times.

Estimated Transit Times

Please factor in the following lead times when arranging for delivery of our printed materials.

Shipping varies by location and shipping method from our warehouse in Littleton, MA. Locations considered to be remote, including locations within contiguous and non-contiguous states, may require additional transit days and special carrier services. See the maps below for further explanation.



*The threshold for UPS orders may be raised during peak season (i.e., June–September).
Please note that UPS deliveries may arrive over several days.

Additional Tips for Successful Delivery:

- Indicate on your Purchase Order if you would like to ship to a central location, such as a district warehouse, or to individual schools.
- Select a delivery window when someone will be at the delivery location to accept the order.
Notify others, such as front office or custodial staff, about the delivery.

Need Help Placing an Order?

Contact: orders@cainc.com or 1 (800) 225-0248



Unparalleled Service and Educator Support

The *i-Ready Partners* team was born from our core value: the quality of our services is as important as the quality of our products. Know that when you implement our programs, your local *i-Ready Partners* will be there to support your team every step of the way.

Service Components

Our *i-Ready Partners* team is tasked with helping you implement our programs to meet ambitious district goals. *i-Ready Partners* support includes:

- **An Account Manager You Know on a First-Name Basis:** Dedicated account managers are your point of connection to a powerful network of *i-Ready* experts focused on making your implementation successful.
- **Consultative Professional Development Planning:** Tailored professional development plans ensure that PD is tied to your implementation goals and that educators are equipped to optimize the use of our programs from day one.
- **Real-Time Achievement Data after Every Assessment:** Detailed student achievement analytics to empower data-driven practices in classrooms.
- **Educational Consultants to Help You Know What's Coming Next:** Educational consultants to keep you up to speed on our latest research, development, and best practices.
- **Technical Support and Health Checks:** Proactive support that anticipates and heads off issues before they start—and is there for you should they arise.



**Account
Management**



**Professional
Development**



**Educational
Consultants**



**Achievement
Analytics**



**Technical
Support**

Your *i-Ready* *Partners* Team

Dedicated to helping you implement *i-Ready* programs and achieve your district goals



Curriculum Associates®

Placing an Order

Email: Orders@cainc.com

Submit PO by Mail:

ATTN: CUSTOMER SERVICE DEPT.
Curriculum Associates LLC
153 Rangeway Rd
North Billerica, MA 01862-2013

Submit Order by Check:

Curriculum Associates, LLC
PO Box 936600
Atlanta, GA 31193-6600

Please visit CurriculumAssociates.com for more information about placing orders or contact CA's customer service department (1- 800-225-0248) and reference quote number for questions.

Please attach quote to all signed purchase orders.

If tax exempt, please submit a valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
\$74.99 or less	Max charge of \$12.75
\$75.00 to \$999.99	12% of order
\$1,000 to \$4,999.99	10% of order

Order Amount	Freight Amount
\$5,000.00 to \$99,999.99	9% of order
\$100,000 and more	8% of order

Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is **500lbs**.

The enhanced shipping and handling services listed below are available upon request subject to the availability of our carrier partners. Please notify us of these delivery requests prior to submitting your PO so that we can include the service on your quote appropriately:

- White Glove Delivery Service \$1000/delivery/site

If our carrier partners are unable to deliver to the location instructed on the PO or you need to change the time or location of delivery, one or more of the following fees may be applicable:

- Delivery Address Change \$500/shipment location
- Freight Storage \$1000/shipment location
- Freight Carrier Redelivery \$350/pallet

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Supply chain challenges outside of Curriculum Associates' control may impact inventory availability for print product. We recommend submission of purchase orders as soon as possible to help ensure timely delivery.

Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: payment in full at time of order
- Accounts must be current before subsequent shipments are made

To ensure payment processing is timely and environmentally conscious, CA encourages ACH payments. If you would like to pay via ACH, please request remittance information by emailing AR@cainc.com.

Please send any payment notifications to payments@cainc.com. Credit card payments are only accepted for purchases under \$50,000.

Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at invoices@cainc.com or by fax (1- 800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

Terms of Service

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at https://cdn.i-ready.com/instruction/content/system-check/iReady_Terms_Of_Use.pdf. Customer's professional learning sessions will expire two years following the date of your purchase order or the implementation year noted on your quote, whichever comes first and are subject to the Professional Learning Terms of Service, which can be found at <https://www.curriculumassociates.com/policies/pl-terms-service>. To the extent that any of the terms herein come into conflict with CA's existing contractual obligations and legal liabilities, the parties agree to enter into good faith negotiations to re-negotiate the terms herein.

Return Policy

For any non-print products - your subscription may be terminated and you may request a pro-rata refund for unused services within 90 days of license start date. For Professional Learning services, you may request a refund for unused services within 90 days of purchase date. After 90 days, your non-print products and Professional Learning purchase shall be final and no refunds are available. Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased print materials with pre-approval from CA's Customer Service department within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248 option 2) for return authorization and documentation. When returning material, please include your return authorization number and the return form that will be provided to you by CA's Return department. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, i-Ready Classroom® student and teacher sets, and Magnetic Foundation and Literacy classroom kits.



Board Target Date: _____

Request for Board Approval of Contract**Vendor/Contractor/Consultant:** CPM Education Program

Will this vendor have direct contact with students? NO If yes, we will need Mandated Reporter Certification

SCHOOL SITE/DEPARTMENT USE ONLY**Select one of the following:** Partnership***

- * 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 - 6300 - 0 - 1140 - 1000 - 5817 - 119 - 5114 % 17.32 cd

01 - 6300 - 0 - 1140 - 1000 - 5817 - 249 - 5115 % 82.68 cd

_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____

_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____

Funding Category: ☐ Base ☐ Supplemental ☐ Concentration

☐ Restricted: _____ ☒ Other: Lottery

For Billing (if applicable): ☐ Bill to: _____ Billing frequency: _____**Contract is:** Renewal **Contract Amount:** 44,895.00**School Site/Department:** Ed Services **Number of Individuals Served:** SW**Approved at Site by*:** _____ **Date:** _____* Signature - **FOR CONTRACTS ORIGINATED BY SCHOOL SITE****Departmental Approval**:** Alisa Haley **Date:** 08/12/2026** Signature - **DISTRICT OFFICE DEPT. SIGNATURE****Contract Created by:** Marlen Ceballos **Role:** Site Secretary**Site/Dept:** Ed Services **Phone #:** 707-890-3800**Proposed Contract Start Date:** 07/01/2026 **Proposed Contract End Date:** 06/30/2027**Requisition #:** _____**BUSINESS SERVICES USE ONLY**Verified Receipt of: ☐ Insurance(s) ☐ W-9 Form ☐ HR Clearance, if applicable**Board Approval Date:** _____

LAST REVISED ON 4-9-25

Attach Signed Vendor Contract: 1 Vendor Contract



Quote To

Alisa Haley
Santa Rosa City Schools
110 Stony Point Rd Ste 210
Santa Rosa, California 95401-4118
United States
(707) 890-3800

Shipping Information

Alisa Haley
Santa Rosa City Schools
Warehouse,211 Ridgway Ave
Santa Rosa, California 95401-4320
United States
(707) 528-5391

Quote Details

Quote No: 1000053987
Date: 06/18/2026
Expires: 09/16/2026

Items Ordered				
Product Name	SKU	Unit Price	Qty	Subtotal
Universal Teacher License 1-Year Subscription	9781603288101-1	\$125.00	17	\$2,125.00
Universal Teacher License 1-Year Subscription	9781603288101-1	\$125.00	11	\$1,375.00
Universal Teacher License 1-Year Subscription	9781603288101-1	\$125.00	13	\$1,625.00
Universal Teacher License 1-Year Subscription	9781603288101-1	\$125.00	9	\$1,125.00
Universal Student License 1-Year Subscription	9781603288118-1	\$30.00	305	\$9,150.00
Universal Teacher License 1-Year Subscription	9781603288101-1	\$125.00	5	\$625.00
Universal Student License 1-Year Subscription	9781603288118-1	\$30.00	470	\$14,100.00
Universal Teacher License 1-Year Subscription	9781603288101-1	\$125.00	3	\$375.00
Universal Student License 1-Year Subscription	9781603288118-1	\$30.00	260	\$7,800.00
Universal Student License 1-Year Subscription	9781603288118-1	\$30.00	185	\$5,550.00
Core Connections 2nd Ed, Integrated III – Printed Teacher Set	9781603283960	\$209.00	1	\$209.00
Core Connections 2nd Ed, Integrated II – Printed Teacher Set	9781603283519	\$209.00	2	\$418.00
Core Connections 2nd Ed, Integrated I – Printed Teacher Set	9781603283267	\$209.00	2	\$418.00
			Subtotal	\$44,895.00
				\$0.00
			Tax	\$0.00
			Estimated Total	\$44,895.00

Thank you for your business!

Contact Us Support



Board Target Date: _____

Request for Board Approval of Contract**Vendor/Contractor/Consultant:** Vista

Will this vendor have direct contact with students? NO

If yes, we will need Mandated Reporter Certification

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 - 4203 - 0 - 4760 - 1000 - 4311 - 249 - 5197 % 100

_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____

_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____

_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____

Funding Category: ☐ Base ☐ Supplemental ☐ Concentration

☒ Restricted: Title III ☐ Other: _____

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

Contract is: Renewal **Contract Amount:** 76,653.80

School Site/Department: Ed Services **Number of Individuals Served:** 200

Approved at Site by*: _____ **Date:** _____

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

Departmental Approval:** Kelley Cook **Date:** 08/20/2026

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

Contract Created by: Alisa Haley **Role:** Department Administrator

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

Proposed Contract Start Date: 07/01/2026 **Proposed Contract End Date:** 06/30/2032

Requisition #: 2604219699

BUSINESS SERVICES USE ONLY

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

Board Approval Date: _____

LAST REVISED ON 4-9-25

Attach Signed Vendor Contract: 1 Vendor Contract



Prepared For	Prepared By
Santa Rosa City School District 211 Ridgway Ave. Santa Rosa, CA 95401	Carolyn Gill cgill@vistahigherlearning.com Vista Higher Learning 500 Boylston St, 10 th Floor Boston, MA 02116-3736

Get Ready					
Qty	Item Number	Description	Unit Price	Total Value	Total Cost
5	978-1-54332-134-0	Get Ready 2021 6-8 National TRB	\$298.00	\$1,490.00	\$1,490.00
6	978-1-54332-142-5	Get Ready 2021 9-12 National TRB	\$298.00	\$1,788.00	\$1,788.00
48	978-1-54331-866-1	Get Ready 6-8 Workbook (10-Pack)	\$209.95	\$10,077.60	\$10,077.60
65	978-1-54331-867-8	Get Ready 9-12 Workbook (10-Pack)	\$209.95	\$13,646.75	\$13,646.75

Get Ready 2027 6-12					
Qty	Item Number	Description	Unit Price	Total Value	Total Cost
80	978-1-66995-108-7	Get Ready 2027 6-8 Student Edition + Prime(6 year license) + Get Reading Supersite Plus(6 year license)	\$214.95	\$17,196.00	\$17,196.00
108	978-1-66995-109-4	Get Ready 2027 9-12 Student Edition + Prime(6 year license) + Get Reading Supersite Plus(6 year license)	\$214.95	\$23,214.60	\$23,214.60

Services EL					
Qty	Item Number	Description	Unit Price	Total Value	Total Cost
1	TRNG1002	EL PL Implementation - Getting Started Workshop - Onsite - Standard Session	\$3,000.00	\$3,000.00	\$3,000.00
1	TRNG1005	EL PL Implementation - Ongoing & Follow-Up Workshop - Onsite - Standard Session	\$3,000.00	\$3,000.00	\$3,000.00
1	TRNG1004	EL PL Implementation - Ongoing & Follow-Up Workshop - Virtual Session	\$1,000.00	\$1,000.00	\$1,000.00

Total Cost	\$74,412.95
Est. Shipping	\$2,240.85
Est. Grand Total Cost	\$76,653.80

Ordering Instructions



COST PROPOSAL

Quote Prepared On April 3, 2026
Quote Valid Through October 15, 2026
Quote No. 2604219423
Version No. 7

- Purchase Orders will be processed upon receipt and will be invoiced for the full "Total Cost" amount as shown above as well as the actual final Shipping charges required for your shipment, where applicable. Please note that the "Est. Shipping" amount shown above is an estimate only and may be different than the final charges applied.
- When submitting your Purchase Order, please be sure to attach:
 - o A copy of this Quote
 - o If applicable, a copy of your signed and dated tax exemption certificate
- To place your order, please contact Customer Support:

Vista Higher Learning
500 Boylston Street, 10th Floor
Boston, MA 02116-3736
Email: orders@vistahigherlearning.com
Phone: (800) 269-6311, option 3
Fax: (617) 426-5215

Terms of Purchase

By accepting a Quote, initiating a Purchase Order to us, entering into a separate agreement with us, and/or ordering online content, you are agreeing to these Terms of Purchase. The Vista Higher Learning Terms of Purchase shall govern all sales of materials and online content and shall supersede any and all terms and conditions attached to your Purchase Orders and/or any other document that you present to Vista Higher Learning, which shall be considered as a confirmation only and the terms and conditions shall in no way amend, prevail over, supplement or supersede any term or condition hereof.

- **Terms of Use:** All sales of Vista Higher Learning materials and online content are expressly made subject to the Vista Higher Learning Terms of Use: https://www.vhlcentral.com/terms_of_use.
- **Return Policy:** Returns of Vista Higher Learning materials and online content are subject to the Vista Higher Learning Return Policy: <https://vistahigherlearning.com/return-policy>.
- **Tax:** Prices included within this Quote are exclusive of all applicable taxes, which are the responsibility of the Customer. Customer must provide documentation of tax-exempt status, if applicable.
- **Subscription Term:** For digital product license purchases, the duration of access being purchased based on the product license selection outlined in the Quote above will be considered the Subscription Term.
- **Term Dates:** Subscription Terms are aligned to an academic year calendar and will start as of the next upcoming academic year following the receipt of a Purchase Order, unless otherwise requested by Customer. All product licenses will have the same start and end dates aligned with the Subscription Term.
- **Unused Licenses:** All product licenses must be used within the purchased Subscription Term. Unused licenses during the purchased Subscription Term are not refundable or eligible for credit.
- **Licensing Add-ons:** If purchasing additional license quantities and/or licensing level upgrades to be added onto an existing base of product licenses, the additional quantities and/or upgrades will be applied beginning with the currently active Subscription Term, unless otherwise requested by Customer. All product licenses must maintain the same start and end dates aligned with the Subscription Term, with any additional quantities and/or upgrades matching the current expiration date of the existing Subscription Term in place.



COST PROPOSAL

Quote Prepared On April 3, 2026
Quote Valid Through October 15, 2026
Quote No. 2604219423
Version No. 7

Thank you for your business!



Board Target Date: _____

Request for Board Approval of Contract**Vendor/Contractor/Consultant:** Curriculum Associates LLC

Will this vendor have direct contact with students? NO If yes, we will need Mandated Reporter Certification

SCHOOL SITE/DEPARTMENT USE ONLY**Select one of the following:** Partnership***

- * 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 - 0500 - 0 - 1140 - 1000 - 5117 - 249 - L101 % 10.62 cd

01 - 0500 - 0 - 1140 - 1000 - 5817 - 119 - L101 % 33.07 cd

01 - 0500 - 0 - 1140 - 1000 - 5817 - 249 - L101 % 56.31 cd

_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____

Funding Category: ☐ Base ☐ Supplemental ☐ Concentration

☐ Restricted: _____ ☐ Other: _____

For Billing (if applicable): ☐ Bill to: _____ Billing frequency: _____**Contract is:** Renewal **Contract Amount:** 88,641.00**School Site/Department:** Ed Services **Number of Individuals Served:** SW**Approved at Site by*:** _____ **Date:** _____* Signature - **FOR CONTRACTS ORIGINATED BY SCHOOL SITE****Departmental Approval**:** Alisa Haley **Date:** 08/17/2026** Signature - **DISTRICT OFFICE DEPT. SIGNATURE****Contract Created by:** Marlen Ceballos **Role:** Site Secretary**Site/Dept:** Ed Services **Phone #:** 707-890-3800**Proposed Contract Start Date:** August 1, 2026 **Proposed Contract End Date:** 07/31/2027**Requisition #:** _____**BUSINESS SERVICES USE ONLY**Verified Receipt of: ☐ Insurance(s) ☐ W-9 Form ☐ HR Clearance, if applicable**Board Approval Date:** _____

LAST REVISED ON 4-9-25

Attach Signed Vendor Contract: 1 Vendor Contract

Curriculum Associates, LLC Price Quote - Q-42097

Version: 4

Quote Date: 4/23/2026

Quote Expiration Date: 7/31/2026

This price quote from Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 ("Company") has been prepared for the Customer Name identified as "Customer" below. Customer's use of Ellevation subscriptions shall be subject to the Ellevation Terms and Conditions of Use, which can be found at <https://ellevationeducation.com/platform-legal-notice>.

Company: Curriculum Associates, LLC

Representative: Aurora Cabrera

Email: aurora.cabrera@ellevationeducation.com

Phone: 617-307-5755

Address: 153 Rangeway Road,
North Billerica, MA 01862

Start Date: 8/1/2026

Customer: Santa Rosa City School District, CA

Contact Name: Alisa Haley

Email: ahaley@srcs.k12.ca.us

Phone:

Address: 211 Ridgway Avenue,
Santa Rosa, CA 95401

End Date: 7/31/2027

Subscription Fees

Product	Quantity	Unit Price	Total Fees
Ellevation Legacy	2,814	\$31.50	\$88,641.00
Professional Learning - Legacy	1	\$0.00	\$0.00

Subscription Total: \$88,641.00

Services Fees

Services Total: \$0.00

Total Investment - Q-42097

Grand Total: \$88,641.00

Invoicing Schedule: Up Front, In Full

Payment Term: Net 30

Contract Term: 12

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank - San Francisco, CA
- ABA Routing: 121000248
- Tax ID: 26-3954988

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

To place an order - Please submit this quote with your purchase order to your Ellevation Sales Rep at: aurora.cabrera@ellevationeducation.com.



Board Target Date: _____

Request for Board Approval of Contract**Vendor/Contractor/Consultant:** Humanidad Therapy and Education Services

Will this vendor have direct contact with students? YES If yes, we will need Mandated Reporter Certification

SCHOOL SITE/DEPARTMENT USE ONLY**Select one of the following:** Partnership***

- * 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): 07 - 0500 - 0 - 3277 - 3110 - 5100 - 127 - 5114 % 82.51

07 - 0500 - 0 - 3277 - 3110 - 5800 - 127 - 5114 % 17.49

____ - ____ - ____ - ____ - ____ - ____ - ____ - ____ % ____

____ - ____ - ____ - ____ - ____ - ____ - ____ - ____ % ____

Funding Category: ☐ Base ☒ Supplemental ☐ Concentration

☐ Restricted: _____ ☐ Other: _____

For Billing (if applicable): ☐ Bill to: _____ Billing frequency: _____**Contract is:** Renewal **Contract Amount:** 143,000.00**School Site/Department:** Cesar Chavez Lang. Acad. CCLA **Number of Individuals Served:** 850

Approved at Site by*: Francisco Manriquez Torres **Date:** 08/20/2026

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

Departmental Approval:** _____ **Date:** _____

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

Contract Created by: Francisco Manriquez Torres **Role:** Site Administrator**Site/Dept:** Cesar Chavez Lang. Acad. **Phone #:** 707-890-3890**Proposed Contract Start Date:** 08/17/2026 **Proposed Contract End Date:** 06/04/2027**Requisition #:** R2700089**BUSINESS SERVICES USE ONLY**Verified Receipt of: ☐ Insurance(s) ☐ W-9 Form ☐ HR Clearance, if applicable**Board Approval Date:** _____

LAST REVISED ON 4-9-25

Attach Signed Vendor Contract: 1 Vendor Contract

**SANTA ROSA CITY SCHOOLS
SERVICE CONTRACT**

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as “DISTRICT”, OR “BOARD” and _____ Humanidad Therapy and Education Services_____, hereinafter referred to as “CONTRACTOR”.

1. Services.

(a) DISTRICT’s Responsibilities and Duties:

- *Hold regular meetings to coordinate emergency services, staff involvement in case assignments and community building with Humanidad therapists.
- *Provide counseling rooms space and access to students and Humanidad staff.
- *Provide access to student analytics to assist in case management as needed for reporting mandates and therapy services.
- *Site Principal/School Counselors will meet with HTES staff monthly to address concerns with the implementation of the program; address student needs, coordinate care when academics are of concern and offer referrals.

(b) CONTRACTOR’s Responsibilities and Duties:

- *Therapy sessions will be delivered by available HTES Associates Marriage Family Therapists and Trainee Marriage Family Therapist in person on school site. Upon assessment of youth needs, and in collaboration with the client, the therapist will set up standard sessions for 25 min for a total of 8 sessions.
- *HTES therapists that identify youth with higher needs including complex trauma, social and academic stressors, and or in crisis, along with their school counselor and clinical supervisor, will assess for increased session time of up to 50 min and with the possibility of extending services year round.
- * HTES therapists in training (AMFT and Trainee MFT) will communicate when extensions are given and follow all legal and ethical mandates to the School Counselors for support of youths mental health needs.

*1:1 Counseling: HTES will have 4 bilingual and bicultural HTES counselors available to provide 1:1 therapy session from Monday through Friday. Each trainee will have 2 full days at the school site.

*Groups: HTES will provide co facilitation of groups based on need. These topics May 17, 2026 include assisting adolescents in building communication skills and assisting with identity formation and self-regulation, connection, self-esteem, and building coping skills.

*Meetings: Clinical Director will meet with the Principal and School Counselor as needed to review program and address any concerns with the implementation of the clinical program.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 17, 2026, and will continue through June 4, 2027, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed. \$143,000. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Cost of services:

Humanidad (HTES) will invoice District of Santa Rosa monthly for services provided during the previous month. For a 10 month period beginning in September of 2026 for services that start in August 2026. Invoices will indicate the staff who were available and the total amount due of \$14, 300. District will pay invoices within thirty (30) days.

4. Expected Outcomes (Deliverables). DISTRICT expects the following outcomes from the services performed by CONTRACTOR pursuant to this CONTRACT (What was the positive impact on the students? How will/is it measured?):

1:1 Counseling: HTES will keep ongoing assessment and evaluation surveys offered to participants in pre- and post-inventories to students to evaluate the outcomes for those that participate in

counseling.

Groups: HTES will provide ongoing post survey of the experience for participants throughout the year.

The Student Outcomes:

1. To reduce suspensions and sanctions and increase attendance
2. To increase self-regulation and their ability to express emotions
3. To increase self-esteem
4. To increase use of proactive skills

Measuring Tools: Data will be collected to measure each of these outcomes by self-report survey and questionnaires that will be given to participants in pre and post inventories.

Reports: Clinical data with number of therapy services rendered and missed sessions will be provided in addition to the data gathered by the Quality of Life Survey. This will be gathered to provide two summative reports to the school principal. The first will be submitted at the end of the fall term in January 2026 and the second will be at the completion of the school year in June 2027.

5. Expenses. Except as set forth herein, DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT.

6. Independent Contractor. CONTRACTOR, in the performance of this CONTRACT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, Health and Welfare Benefits, Paid Vacation, Retirement Program Participation, or any other employee benefits. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this CONTRACT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR and CONTRACTOR'S employees.

7. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this CONTRACT. CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

8. Taxes. Federal Internal Revenue Service's regulations require that school districts report all payments to individuals for CONTRACTOR services. CONTRACTOR agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this CONTRACT. In the

event DISTRICT is audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes on these earnings.

9. Indemnification:

- (a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. Notwithstanding the foregoing, however, in the event that a court determines that liability with respect to any Liability was caused or contributed to by the negligent act, error, omission or the willful misconduct of DISTRICT, liability will be apportioned between CONTRACTOR and DISTRICT with regard to such Liability based upon the parties' respective degrees of culpability, as determined by the court, and CONTRACTOR's duty to indemnify DISTRICT with respect to satisfaction of the judgment only (but not to costs of defense previously incurred by CONTRACTOR) will be limited accordingly.
- (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder, if and to the extent caused by CONTRACTOR or any agent or representative of CONTRACTOR.

10. Insurance: With respect to the performance of work under this CONTRACT, CONTRACTOR shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

- (a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".
- (b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to premises and operations liability, independent CONTRACTOR's liability, and personal injury liability.
- (c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.
- (d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

(1) DISTRICT, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this CONTRACT.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(3) The insurance provided herein is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.

(e) Sexual Abuse and Molestation coverage in an amount no less than \$1,000,000 per occurrence, with an annual aggregate of \$2,000,000, endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT." **[Required if Contractor will be directly supervising children]**

(f) Professional Liability (Errors and Omissions) Insurance for all activities of the CONTRACTOR arising out of or in connection with this CONTRACT is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT." **[Required if Professional Services is checked on first page]**

(g) Documentation: The following documentation shall be submitted to the DISTRICT:

(1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this CONTRACT.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this CONTRACT.

(3) Upon DISTRICT'S written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of DISTRICT'S request.

(h) Policy Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(i) Material Breach: If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this CONTRACT; the same shall be deemed a material breach of contract. DISTRICT, at its sole option, may terminate this CONTRACT and obtain damages from the CONTRACTOR resulting from the breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONTRACTOR, County may deduct from sums due to CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

11. Termination:

(a) DISTRICT may terminate this CONTRACT without cause by giving thirty (30) calendar days written notice to CONTRACTOR. In the event DISTRICT elects to terminate the CONTRACT without cause, it shall pay CONTRACTOR for services satisfactorily rendered to such date.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the CONTRACT, either party may immediately terminate this CONTRACT by giving written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive payment for all services satisfactorily rendered, provided, however, that there shall be deducted from such amount the amount of liquidated damages, if any, sustained by DISTRICT by virtue of any breach of the CONTRACT by CONTRACTOR.

12. Fingerprints. The DISTRICT has considered the totality of the services to be provided under this CONTRACT and has determined that CONTRACTOR and CONTRACTOR'S employees are subject to the fingerprinting requirements of Education Code section 45125.1. CONTRACTOR shall submit fingerprints for review by the Department of Justice and authorize DISTRICT to receive subsequent arrest and conviction notifications.

13. Confidentiality. CONTRACTOR acknowledges the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and privacy Act (FERPA), and under provisions of state law and DISTRICT policy relating to privacy. CONTRACTOR shall ensure that all activities undertaken pursuant to this CONTRACT comply with these requirements.

14. Ownership of Work Product: DISTRICT shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any work product gathered or computed by CONTRACTOR prior to termination of this CONTRACT by DISTRICT or upon completion of the work pursuant to this CONTRACT.

15. Assignment. The obligations of the CONTRACTOR pursuant to this CONTRACT shall be performed solely by CONTRACTOR and shall not be assigned or transferred by the CONTRACTOR to any third party or employee/agent of CONTRACTOR without the DISTRICT'S prior written consent.

16. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this CONTRACT or accruing out of the performance of such operations.

17. Permits/Licenses. CONTRACTOR shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this CONTRACT.

18. Entire CONTRACT/Amendment. This CONTRACT and any attachments constitute the entire CONTRACT among the parties to it and supersede any prior or contemporaneous understanding or CONTRACT with respect to the services contemplated, and may be amended only by a written amendment executed by both parties. Should the CONTRACT terms conflict with any amendments attached hereto, this CONTRACT shall govern.

19. Notice. All notices or demands to be given under this CONTRACT by either to the other shall be in writing and given either by (a) personal service or (b) by postage prepaid U.S. Mail, registered or certified, return receipt requested. Service of notice or demand shall be considered given when received if personally served or, if mailed, on the second day after deposited at any U.S. Post Office. The address to which either party may give notices or demands may be changed by written notice given in accordance with the notice provisions of this section. At the date of this CONTRACT, the addresses of the parties are as follows:

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

kcook@srcs.k12.ca.us

CONTRACTOR:

Name: Humanidad Therapy and Education Services

Street: 1260 N. Dutton Avenue, Suite 230

City/State/Zip: Santa Rosa, CA 95401

Phone: 707-525-1515

Email: cperez@humanidadtherapy.org

20. Nondiscrimination. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this CONTRACT are incorporated by this reference.

21. Extra (Changed) Work. Only the Superintendent may authorize extra (and/or changed) work, which shall be in writing and thereafter ratified by the Board. The parties expressly recognize that DISTRICT and DISTRICT personnel are without authorization either to order extra (and/or changed) work or to waive contract requirements. Failure of the CONTRACTOR to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

22. Conflict of Interest. CONTRACTOR represents that it presently has no interest, which would conflict in any manner or degree with the performance of services contemplated by this CONTRACT. CONTRACTOR further represents that in the performance of this CONTRACT, no person having such interest will be employed. If CONTRACTOR participates in the planning, development, or negotiation of a contract for the District, CONTRACTOR may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090.

23. Severability. If any term, condition, or provision of this CONTRACT 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.

24. Governing Law. The terms and conditions of this CONTRACT shall be governed by the laws of the State of California with venue in Sonoma County, California, and no other place.

THIS CONTRACT IS ENTERED INTO THIS ____ DAY OF _____, 20__.

DISTRICT

Signature: _____

Lisa August Hulme

Associate Superintendent

ysantanaperalta@srcs.k12.ca.us707-890-3800 x80201

SRCS Board Approved: _____

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Print Name: Claudia Cendejas

Title: Executive Director

Email: ccendejas@humanidadtherapy.org

Phone: 707-525-1515



Board Target Date: _____

Request for Board Approval of Contract**Vendor/Contractor/Consultant:** Portuguese Futbol Academy

Will this vendor have direct contact with students? YES If yes, we will need Mandated Reporter Certification

SCHOOL SITE/DEPARTMENT USE ONLY**Select one of the following:** Partnership***

- * 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): 07 - 0500 - 0 - 1140 - 1000 - 5800 - 127 - 5114 % 100

_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____

_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____

_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____

Funding Category: ☐ Base ☒ Supplemental ☐ Concentration

☐ Restricted: _____ ☐ Other: _____

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

Contract is: Renewal **Contract Amount:** 16,000.00

School Site/Department: XXXXXXXXXXXXXXXXXX CCLA Cesar Chavez Lang. Acad. **Number of Individuals Served:** 850

Approved at Site by*: Francisco Manriquez Torres **Date:** 08/20/2026

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

Departmental Approval:** _____ **Date:** _____

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

Contract Created by: Francisco Manriquez Torres **Role:** Site Administrator

Site/Dept: Cesar Chavez Lang. Acad. **Phone #:** 707-890-3890

Proposed Contract Start Date: 08/17/2026 **Proposed Contract End Date:** 06/04/2027

Requisition #: R2700035

BUSINESS SERVICES USE ONLY

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

Board Approval Date: _____

LAST REVISED ON 4-9-25

Attach Signed Vendor Contract: 1 Vendor Contract

SERVICE CONTRACT

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and Portuguese Futbol Academy, hereinafter referred to as "CONTRACTOR".

1. Services.

(a) DISTRICT's Responsibilities and Duties:

[Add DISTRICT's Responsibilities and Duties]

Provide emotional and physical enhancement with the youth. By providing soccer the students will have a more positive mindset and lead the less behavioral issues both in school and out. On Mondays and Fridays from 11:15am-1:15pm.

(b) CONTRACTOR's Responsibilities and Duties:

[Add CONTRACTOR's Responsibilities and Duties]

Portuguese Futbol Academy will come on Monday and Fridays for 120 minutes and provide athletic services.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 17, 2026, and will continue through June 4, 2027, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed _____ Dollars (\$16,000.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

[Add Compensation terms and conditions]

Invoice CCLA on a monthly basis

4. Expected Outcomes (Deliverables). DISTRICT expects the following outcomes from the services performed by CONTRACTOR pursuant to this CONTRACT (What was the positive impact on the students? How will/is it measured?):

[Develop metrics – **Describe** the metrics to be used to measure the effectiveness of services. Indicate benchmark metrics as well as the goal by the end of the contract. Data to be gathered by the CONTRACTOR and provided to the DISTRICT]

Less behavioral issues both in and out of the classroom due to using their emotional maturity gained through sports

5. Expenses. Except as set forth herein, DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT.

6. Independent Contractor. CONTRACTOR, in the performance of this CONTRACT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, Health and Welfare Benefits, Paid Vacation, Retirement Program Participation, or any other employee benefits. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this CONTRACT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR and CONTRACTOR'S employees.

7. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this CONTRACT. CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

8. Taxes. Federal Internal Revenue Service's regulations require that school districts report all payments to individuals for CONTRACTOR services. CONTRACTOR agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this CONTRACT. In the event DISTRICT is audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes on these earnings.

9. Indemnification:

- (a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. Notwithstanding the foregoing, however, in the event that a court determines that liability with respect to any Liability was caused or contributed to by the negligent act, error, omission or the willful misconduct of DISTRICT, liability will be apportioned between CONTRACTOR and DISTRICT with regard to such Liability based upon the parties' respective degrees of culpability, as determined by the court, and CONTRACTOR's duty to indemnify DISTRICT with respect to satisfaction of the judgment only (but not to costs of defense previously incurred by CONTRACTOR) will be limited accordingly.
- (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder, if and to the extent caused by CONTRACTOR or any agent or representative of CONTRACTOR.

10. Insurance: With respect to the performance of work under this CONTRACT, CONTRACTOR shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

(a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".

(b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to premises and operations liability, independent CONTRACTOR's liability, and personal injury liability.

(c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

(d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

(1) DISTRICT, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this CONTRACT.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(3) The insurance provided herein is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.

(e) Sexual Abuse and Molestation coverage in an amount no less than \$1,000,000 per occurrence, with an annual aggregate of \$2,000,000, endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT." **[Required if Contractor will be directly supervising children]**

(f) Professional Liability (Errors and Omissions) Insurance for all activities of the CONTRACTOR arising out of or in connection with this CONTRACT is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT." **[Required if Professional Services is checked on first page]**

(g) Documentation: The following documentation shall be submitted to the DISTRICT:

(1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this CONTRACT.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this CONTRACT.

(3) Upon DISTRICT'S written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of DISTRICT'S request.

(h) Policy Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(i) Material Breach: If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this CONTRACT; the same shall be deemed a material breach of

contract. DISTRICT, at its sole option, may terminate this CONTRACT and obtain damages from the CONTRACTOR resulting from the breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONTRACTOR, County may deduct from sums due to CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

11. Termination:

(a) DISTRICT may terminate this CONTRACT without cause by giving thirty (30) calendar days written notice to CONTRACTOR. In the event DISTRICT elects to terminate the CONTRACT without cause, it shall pay CONTRACTOR for services satisfactorily rendered to such date.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the CONTRACT, either party may immediately terminate this CONTRACT by giving written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive payment for all services satisfactorily rendered, provided, however, that there shall be deducted from such amount the amount of liquidated damages, if any, sustained by DISTRICT by virtue of any breach of the CONTRACT by CONTRACTOR.

12. Fingerprints. The DISTRICT has considered the totality of the services to be provided under this CONTRACT and has determined that CONTRACTOR and CONTRACTOR'S employees are subject to the fingerprinting requirements of Education Code section 45125.1. CONTRACTOR shall submit fingerprints for review by the Department of Justice and authorize DISTRICT to receive subsequent arrest and conviction notifications.

13. Confidentiality. CONTRACTOR acknowledges the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and privacy Act (FERPA), and under provisions of state law and DISTRICT policy relating to privacy. CONTRACTOR shall ensure that all activities undertaken pursuant to this CONTRACT comply with these requirements.

14. Ownership of Work Product: DISTRICT shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any work product gathered or computed by CONTRACTOR prior to termination of this CONTRACT by DISTRICT or upon completion of the work pursuant to this CONTRACT.

15. Assignment. The obligations of the CONTRACTOR pursuant to this CONTRACT shall be performed solely by CONTRACTOR and shall not be assigned or transferred by the CONTRACTOR to any third party or employee/agent of CONTRACTOR without the DISTRICT'S prior written consent.

16. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this CONTRACT or accruing out of the performance of such operations.

17. Permits/Licenses. CONTRACTOR shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this CONTRACT.

18. Entire CONTRACT/Amendment. This CONTRACT and any attachments constitute the entire CONTRACT among the parties to it and supersede any prior or contemporaneous understanding or CONTRACT with respect to the services contemplated, and may be amended only by a written amendment executed by both parties. Should the CONTRACT terms conflict with any amendments attached hereto, this CONTRACT shall govern.

19. Notice. All notices or demands to be given under this CONTRACT by either to the other shall be in writing and given either by (a) personal service or (b) by postage prepaid U.S. Mail, registered or certified, return receipt requested. Service of notice or demand shall be considered given when received if personally served or, if mailed, on the second day after deposited at any U.S. Post Office. The address to which either party may give notices or demands may be changed by written notice given in accordance with the notice provisions of this section. At the date of this CONTRACT, the addresses of the parties are as follows:

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

kcook@srcs.k12.ca.us

CONTRACTOR:

Name: [Fill In Contractors Name] Alek Cordeiro

Street: [Fill In] 8100 Woodland Grove Place

City/State/Zip: [Fill In] Granite Bay CA 95746

Phone: [Fill In] 408-500-5708

Email: [Fill In] portugueseftbolacademy@gmail.com

20. Nondiscrimination. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this CONTRACT are incorporated by this reference.

21. Extra (Changed) Work. Only the Superintendent may authorize extra (and/or changed) work, which shall be in writing and thereafter ratified by the Board. The parties expressly recognize that DISTRICT and DISTRICT personnel are without authorization either to order extra (and/or changed) work or to waive contract requirements. Failure of the CONTRACTOR to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

22. Conflict of Interest. CONTRACTOR represents that it presently has no interest, which would conflict in any manner or degree with the performance of services contemplated by this CONTRACT. CONTRACTOR further represents that in the performance of this CONTRACT, no person having such interest will be employed. If CONTRACTOR participates in the planning, development, or negotiation of a contract for the District, CONTRACTOR may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090.

23. Severability. If any term, condition, or provision of this CONTRACT 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.

24. Governing Law. The terms and conditions of this CONTRACT shall be governed by the laws of the State of California with venue in Sonoma County, California, and no other place.

THIS CONTRACT IS ENTERED INTO THIS ____ DAY OF _____, 20__.

DISTRICT

AUTHORIZED SIGNER or CONTRACTOR

Signature: _____

Lisa August Hulme

Associate Superintendent

ysantanaperalta@srcs.k12.ca.us

707-890-3800 x80201

Signature: Alek Cordeiro

Print Name: Alek Cordeiro

Title: Owner

Email: portuguesefootballacademy@gmail.com

Phone: 408-500-5708

SRCS Board Approved: _____



Board Target Date: 8/26/2026-Due to
Purchasing by 8/7/2026

Request for Board Approval of Contract

Vendor/Contractor/Consultant: National Academy of Athletics

Will this vendor have direct contact with student? **YES** If yes, we will need mandated reporter certification

SCHOOL SITE/DEPARTMENT USE ONLY

Select one of the following: Partnership***

- * 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): 07 - 0500 - 0 - 1140 - 1000 - 5800 - 127 - 5114 % 100
 _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____
 _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____
 _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____

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

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

Contract is: Renewal **Contract Amount:** 19,008.00

School Site/Department: Cesar Chavez Lang. Acad CCLA **Number of Individuals Served:** 850

Approved at Site by:** Francisco Manriquez Torres **Date:** 08/20/2026
 * Signature - **FOR CONTRACTS ORIGINATED BY SCHOOL SITE**

Departmental Approval:** _____ **Date:** _____
 ** Signature - **DISTRICT OFFICE DEPT. SIGNATURE**

Contract Created by: Francisco Manriquez Torres **Role:** Site Administrator
Site/Dept: Cesar Chavez Lang. Acad. **Phone #:** 707-890-3890

Proposed Contract Start Date: 08/17/2026 **Proposed Contract End Date:** 06/07/2027

Requisition #: R27-00033

BUSINESS SERVICES USE ONLY

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

Board Approval Date: _____

LAST REVISED ON 4-9-25

**SANTA ROSA CITY SCHOOLS
SERVICE CONTRACT**

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as “DISTRICT”, OR “BOARD” and National Academy of Athletics, hereinafter referred to as “CONTRACTOR”.

1. Services.

(a) DISTRICT’s Responsibilities and Duties:

To partner with National academy of athletics so that outdoor sport activities are provided through the sport of soccer. This can and does lead to healthier opportunities for students social and emotional well being.

(b) CONTRACTOR’s Responsibilities and Duties:

Scope of work: The National Academy of Athletics will provide Supervised Lunchtime Sport Activities and Intramural tournaments to the students of CCLA. Each child will be able to participate in sports, athletic, or cooperative games and challenges.
Using NAofA Talk-Teach-Play system, the goal is to help them fall in love with being active, learn to play together while developing hand-eye coordination, sport skills and confidence.
Provided: NAofA will provide fingerprinted, certified staff, curriculum and all necessary equipment to operate safe, engaging youth sports, playground games and other fun activities

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 17, 2026, and will continue through June 7, 2027, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed Nineteen thousand and Dollars (\$19,008.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

NAofA will run a bi-weekly (Tuesdays and Thursdays) 2 hours supervised lunchtime activity program from 11:15 am -1:15 pm. Students will be able to participate in structured sport games, activities, and intramural tournaments upon finishing their lunch. Program activities will include sports and playground games such as soccer, basketball, flag-football, volleyball, dodgeball, capture the flag, and obstacle courses. The program will be staffed by trained instructors at an hourly rate of \$66 per instructor per hour.

4. Expected Outcomes (Deliverables). DISTRICT expects the following outcomes from the services performed by CONTRACTOR pursuant to this CONTRACT (What was the positive impact on the students? How will/is it measured?):

The effectiveness of NAofA's lunchtime recess sports support program will be evaluated using a combination of participation, engagement, behavior, and satisfaction metrics. Student Participation Metric: Average number of students participating daily in organized recess activities Benchmark: 25 - 40 students per session Goal by End of Contract: Increase participation by 15–25% from baseline within the first 3 months Data Collection Method: Daily attendance logs maintained by coaches Student Satisfaction • Metric: Student-reported enjoyment and perceived value of activities Benchmark: 75% positive feedback Goal: 90% of surveyed students report positive experience Data Collection Method: Quarterly student surveys or quick feedback forms School Staff Satisfaction Metric: Teacher/admin perception of program impact on school climate Benchmark: Neutral to positive baseline Goal: 85%+ staff satisfaction regarding improved recess structure and behavior

5. Expenses. Except as set forth herein, DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT.

6. Independent Contractor. CONTRACTOR, in the performance of this CONTRACT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, Health and Welfare Benefits, Paid Vacation, Retirement Program Participation, or any other employee benefits. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this CONTRACT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR and CONTRACTOR'S employees.

7. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this

CONTRACT. CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

8. Taxes. Federal Internal Revenue Service's regulations require that school districts report all payments to individuals for CONTRACTOR services. CONTRACTOR agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this CONTRACT. In the event DISTRICT is audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes on these earnings.

9. Indemnification:

- (a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. Notwithstanding the foregoing, however, in the event that a court determines that liability with respect to any Liability was caused or contributed to by the negligent act, error, omission or the willful misconduct of DISTRICT, liability will be apportioned between CONTRACTOR and DISTRICT with regard to such Liability based upon the parties' respective degrees of culpability, as determined by the court, and CONTRACTOR's duty to indemnify DISTRICT with respect to satisfaction of the judgment only (but not to costs of defense previously incurred by CONTRACTOR) will be limited accordingly.
- (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder, if and to the extent caused by CONTRACTOR or any agent or representative of CONTRACTOR.

10. Insurance: With respect to the performance of work under this CONTRACT, CONTRACTOR shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

- (a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".
- (b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to premises and operations liability, independent CONTRACTOR's liability, and personal injury liability.

(c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

(d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

(1) DISTRICT, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this CONTRACT.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(3) The insurance provided herein is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.

(e) Sexual Abuse and Molestation coverage in an amount no less than \$1,000,000 per occurrence, with an annual aggregate of \$2,000,000, endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT." **[Required if Contractor will be directly supervising children]**

(f) Professional Liability (Errors and Omissions) Insurance for all activities of the CONTRACTOR arising out of or in connection with this CONTRACT is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT." **[Required if Professional Services is checked on first page]**

(g) Documentation: The following documentation shall be submitted to the DISTRICT:

(1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this CONTRACT.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this CONTRACT.

(3) Upon DISTRICT'S written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of DISTRICT'S request.

(h) Policy Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(i) Material Breach: If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this CONTRACT; the same shall be deemed a material breach of

contract. DISTRICT, at its sole option, may terminate this CONTRACT and obtain damages from the CONTRACTOR resulting from the breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONTRACTOR, County may deduct from sums due to CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

11. Termination:

(a) DISTRICT may terminate this CONTRACT without cause by giving thirty (30) calendar days written notice to CONTRACTOR. In the event DISTRICT elects to terminate the CONTRACT without cause, it shall pay CONTRACTOR for services satisfactorily rendered to such date.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the CONTRACT, either party may immediately terminate this CONTRACT by giving written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive payment for all services satisfactorily rendered, provided, however, that there shall be deducted from such amount the amount of liquidated damages, if any, sustained by DISTRICT by virtue of any breach of the CONTRACT by CONTRACTOR.

12. Fingerprints. The DISTRICT has considered the totality of the services to be provided under this CONTRACT and has determined that CONTRACTOR and CONTRACTOR'S employees are subject to the fingerprinting requirements of Education Code section 45125.1. CONTRACTOR shall submit fingerprints for review by the Department of Justice and authorize DISTRICT to receive subsequent arrest and conviction notifications.

13. Confidentiality. CONTRACTOR acknowledges the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and privacy Act (FERPA), and under provisions of state law and DISTRICT policy relating to privacy. CONTRACTOR shall ensure that all activities undertaken pursuant to this CONTRACT comply with these requirements.

14. Ownership of Work Product: DISTRICT shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any work product gathered or computed by CONTRACTOR prior to termination of this CONTRACT by DISTRICT or upon completion of the work pursuant to this CONTRACT.

15. Assignment. The obligations of the CONTRACTOR pursuant to this CONTRACT shall be performed solely by CONTRACTOR and shall not be assigned or transferred by the CONTRACTOR to any third party or employee/agent of CONTRACTOR without the DISTRICT'S prior written consent.

16. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this CONTRACT or accruing out of the performance of such operations.

17. Permits/Licenses. CONTRACTOR shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this CONTRACT.

18. Entire CONTRACT/Amendment. This CONTRACT and any attachments constitute the entire CONTRACT among the parties to it and supersede any prior or contemporaneous understanding or CONTRACT with respect to the services contemplated, and may be amended only by a written amendment executed by both parties. Should the CONTRACT terms conflict with any amendments attached hereto, this CONTRACT shall govern.

19. Notice. All notices or demands to be given under this CONTRACT by either to the other shall be in writing and given either by (a) personal service or (b) by postage prepaid U.S. Mail, registered or certified, return receipt requested. Service of notice or demand shall be considered given when received if personally served or, if mailed, on the second day after deposited at any U.S. Post Office. The address to which either party may give notices or demands may be changed by written notice given in accordance with the notice provisions of this section. At the date of this CONTRACT, the addresses of the parties are as follows:

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

kcook@srcs.k12.ca.us

CONTRACTOR:

Name: Cena Murphy

Street: 1260 N Dutton Ave Suite 205

City/State/Zip: Santa Rosa CA 95401

Phone: 707-791-7593

Email: cenam@naofathletics.com

20. Nondiscrimination. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this CONTRACT are incorporated by this reference.

21. Extra (Changed) Work. Only the Superintendent may authorize extra (and/or changed) work, which shall be in writing and thereafter ratified by the Board. The parties expressly recognize that DISTRICT and DISTRICT personnel are without authorization either to order extra (and/or changed) work or to waive contract requirements. Failure of the CONTRACTOR to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

22. Conflict of Interest. CONTRACTOR represents that it presently has no interest, which would conflict in any manner or degree with the performance of services contemplated by this CONTRACT. CONTRACTOR further represents that in the performance of this CONTRACT, no person having such interest will be employed. If CONTRACTOR participates in the planning, development, or negotiation of a contract for the District, CONTRACTOR may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090.

23. Severability. If any term, condition, or provision of this CONTRACT 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.

24. Governing Law. The terms and conditions of this CONTRACT shall be governed by the laws of the State of California with venue in Sonoma County, California, and no other place.

THIS CONTRACT IS ENTERED INTO THIS 17 DAY OF August, 2026 .

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: _____

Lisa August Hulme

Print Name: _____

Associate Superintendent

Title: _____

ysantanaperalta@srcs.k12.ca.us

Email: _____

707-890-3800 x80201

Phone: _____

SRCS Board Approved: _____



Board Target Date: _____

Request for Board Approval of Contract**Vendor/Contractor/Consultant:** Color of Spanish

Will this vendor have direct contact with students? YES If yes, we will need Mandated Reporter Certification

SCHOOL SITE/DEPARTMENT USE ONLY**Select one of the following:** Partnership***

- * 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): 07 - 0500 - 0 - 1140 - 1000 - 5800 - 127 - 5114 % 70.43

07 - 0500 - 0 - 1140 - 1000 - 5100 - 127 - 5114 % 29.57

_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____

_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____

Funding Category: ☐ Base ☒ Supplemental ☐ Concentration

☐ Restricted: _____ ☐ Other: _____

For Billing (if applicable): ☐ Bill to: _____ Billing frequency: _____**Contract is:** Renewal **Contract Amount:** 35,497.00**School Site/Department:** Cesar Chavez Lang. Acad. CCLA **Number of Individuals Served:** 200

Approved at Site by*: Francisco Manriquez Torres **Date:** 08/20/2026

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

Departmental Approval:** _____ **Date:** _____

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

Contract Created by: Francisco Manriquez Torres **Role:** Site Administrator**Site/Dept:** Cesar Chavez Lang. Acad. **Phone #:** 707-890-3890**Proposed Contract Start Date:** 09/09/2026 **Proposed Contract End Date:** 05/27/2027**Requisition #:** R2700032**BUSINESS SERVICES USE ONLY**Verified Receipt of: ☐ Insurance(s) ☐ W-9 Form ☐ HR Clearance, if applicable**Board Approval Date:** _____

LAST REVISED ON 4-9-25

Attach Signed Vendor Contract: 1 Vendor Contract

**SANTA ROSA CITY SCHOOLS
SERVICE CONTRACT**

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and **Colors of Spanish (COS)** hereinafter referred to as "CONTRACTOR".

1. Services.

(a) DISTRICT's Responsibilities and Duties:

CCLA will provide schedule, classroom space and teacher supervision during weekly Music & Movement class.

(b) CONTRACTOR's Responsibilities and Duties:

COS will provide weekly, 45 minute Music & Movement class in Spanish to all TK-1st grade classes (total 8).

Absences/Late Arrival - In the event the instructor is not able to attend class, they will advise classroom teachers and schedule a make-up class, based on the classroom teacher's availability. In the event of a late-arrival of more than five minutes to the scheduled class, they will advise classroom teachers to cancel the class and schedule a make-up class, based on the classroom teacher's availability.

If a make-up class cannot be arranged, pursuant the classroom teacher's and COS availability, a credit will be provided in the following month's invoice.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on **9.9.2026**, and will continue through **5.27.2027**, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed **thirty five thousand, four hundred and ninety-seven Dollars (\$35,497)**. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

COS will submit a monthly invoice to CCLA Office Manager. Payments will be made monthly.

4. Expected Outcomes (Deliverables). DISTRICT expects the following outcomes from the services performed by CONTRACTOR pursuant to this CONTRACT (What was the positive impact on the students? How will/is it measured?):

Oral language in Spanish will be developed. Teachers will supervise students during class and will be able to use the same songs with students throughout the week. Teachers will observe students during class for participation. Every student in attendance will participate.

5. Expenses. Except as set forth herein, DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT.

6. Independent Contractor. CONTRACTOR, in the performance of this CONTRACT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, Health and Welfare Benefits, Paid Vacation, Retirement Program Participation, or any other employee benefits. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this CONTRACT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR and CONTRACTOR'S employees.

7. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this CONTRACT. CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

8. Taxes. Federal Internal Revenue Service's regulations require that school districts report all payments to individuals for CONTRACTOR services. CONTRACTOR agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this CONTRACT. In the event DISTRICT is audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes on these earnings.

9. Indemnification:

- (a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. Notwithstanding the foregoing, however, in the event that a court determines that liability with respect to any Liability was caused or contributed to by the negligent act, error, omission or the willful misconduct of DISTRICT, liability will be apportioned between CONTRACTOR and DISTRICT with regard to such Liability based upon the parties' respective degrees of culpability, as determined by the court, and CONTRACTOR's duty to indemnify DISTRICT with respect to satisfaction of the judgment only (but not to costs of defense previously incurred by CONTRACTOR) will be limited accordingly.
- (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder, if and to the extent caused by CONTRACTOR or any agent or representative of CONTRACTOR.

10. Insurance: With respect to the performance of work under this CONTRACT, CONTRACTOR shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

(a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".

(b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to premises and operations liability, independent CONTRACTOR's liability, and personal injury liability.

(c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

(d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

(1) DISTRICT, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this CONTRACT.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(3) The insurance provided herein is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.

(e) Sexual Abuse and Molestation coverage in an amount no less than \$1,000,000 per occurrence, with an annual aggregate of \$2,000,000, endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT." **[Required if Contractor will be directly supervising children]**

(f) Professional Liability (Errors and Omissions) Insurance for all activities of the CONTRACTOR arising out of or in connection with this CONTRACT is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT." **[Required if Professional Services is checked on first page]**

(g) Documentation: The following documentation shall be submitted to the DISTRICT:

(1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this CONTRACT.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this CONTRACT.

(3) Upon DISTRICT'S written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of DISTRICT'S request.

(h) Policy Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(i) Material Breach: If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this CONTRACT; the same shall be deemed a material breach of contract. DISTRICT, at its sole option, may terminate this CONTRACT and obtain damages from the CONTRACTOR resulting from the breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONTRACTOR, County may deduct from sums due to CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

11. Termination:

(a) DISTRICT may terminate this CONTRACT without cause by giving thirty (30) calendar days written notice to CONTRACTOR. In the event DISTRICT elects to terminate the CONTRACT without cause, it shall pay CONTRACTOR for services satisfactorily rendered to such date.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the CONTRACT, either party may immediately terminate this CONTRACT by giving written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive payment for all services satisfactorily rendered, provided, however, that there shall be deducted from such amount the amount of liquidated damages, if any, sustained by DISTRICT by virtue of any breach of the CONTRACT by CONTRACTOR.

12. Fingerprints. The DISTRICT has considered the totality of the services to be provided under this CONTRACT and has determined that CONTRACTOR and CONTRACTOR'S employees are subject to the fingerprinting requirements of Education Code section 45125.1. CONTRACTOR shall submit fingerprints for review by the Department of Justice and authorize DISTRICT to receive subsequent arrest and conviction notifications.

13. Confidentiality. CONTRACTOR acknowledges the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and privacy Act (FERPA), and under provisions of state law and DISTRICT policy relating to privacy. CONTRACTOR shall ensure that all activities undertaken pursuant to this CONTRACT comply with these requirements.

14. Ownership of Work Product: DISTRICT shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any work product gathered or computed by CONTRACTOR prior to termination of this CONTRACT by DISTRICT or upon completion of the work pursuant to this CONTRACT.

15. Assignment. The obligations of the CONTRACTOR pursuant to this CONTRACT shall be performed solely by CONTRACTOR and shall not be assigned or transferred by the CONTRACTOR to any third party or employee/agent of CONTRACTOR without the DISTRICT'S prior written consent.

16. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this CONTRACT or accruing out of the performance of such operations.

17. Permits/Licenses. CONTRACTOR shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this CONTRACT.

18. Entire CONTRACT/Amendment. This CONTRACT and any attachments constitute the entire CONTRACT among the parties to it and supersede any prior or contemporaneous understanding or CONTRACT with respect to the services contemplated, and may be amended only by a written amendment executed by both parties. Should the CONTRACT terms conflict with any amendments attached hereto, this CONTRACT shall govern.

19. Notice. All notices or demands to be given under this CONTRACT by either to the other shall be in writing and given either by (a) personal service or (b) by postage prepaid U.S. Mail, registered or certified, return receipt requested. Service of notice or demand shall be considered given when received if personally served or, if mailed, on the second day after deposited at any U.S. Post Office. The address to which either party may give notices or demands may be changed by written notice given in accordance with the notice provisions of this section. At the date of this CONTRACT, the addresses of the parties are as follows:

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

kcook@srcs.k12.ca.us

CONTRACTOR:

Name: Colors of Spanish

Street: PO Box 751296

City/State/Zip: Petaluma, CA 94975

Phone: 707-782-1084

Email: info@colorsofspanish.com

20. Nondiscrimination. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this CONTRACT are incorporated by this reference.

21. Extra (Changed) Work. Only the Superintendent may authorize extra (and/or changed) work, which shall be in writing and thereafter ratified by the Board. The parties expressly recognize that DISTRICT

and DISTRICT personnel are without authorization either to order extra (and/or changed) work or to waive contract requirements. Failure of the CONTRACTOR to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

22. Conflict of Interest. CONTRACTOR represents that it presently has no interest, which would conflict in any manner or degree with the performance of services contemplated by this CONTRACT. CONTRACTOR further represents that in the performance of this CONTRACT, no person having such interest will be employed. If CONTRACTOR participates in the planning, development, or negotiation of a contract for the District, CONTRACTOR may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090.

23. Severability. If any term, condition, or provision of this CONTRACT 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.

24. Governing Law. The terms and conditions of this CONTRACT shall be governed by the laws of the State of California with venue in Sonoma County, California, and no other place.

THIS CONTRACT IS ENTERED INTO THIS ____ DAY OF _____, 20__.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: *Randy Tausch*

Lisa August Hulme

Print Name: Randy Tausch

Associate Superintendent

Title: Operations Director

ysantanaperalta@srcs.k12.ca.us

Email: randy@colorsofspanish.com

707-890-3800 x80201

Phone: 707-782-1084

SRCS Board Approved: _____

227-00032

COLORS OF SPANISH

Early Language Program

QUOTE

PO Box 751296, Petaluma, CA 94975

Phone 707.782.1084

info@colorsofspanish.com

QUOTE #1456

DATE: APRIL 6, 2026

TO Cesar Chavez Language Academy
Attn: Gabriela Mendoza-Torres / Irma Estrella
2750 W. Steele Lane
Santa Rosa, CA 95403
t. 707-528-5011
gmendozatorres@srcs.k12.ca.us /
iestrella@srcs.k12.ca.us

PAYMENT TERMS	START DATE
\$3,549.70 monthly (10 months) (8/1/2026 – 5/1/2027)	08 Sep 2026

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL																																																																																																																																																																																																																																																																																																																																																																								
1	2026-2027 Spanish Music & Movement for TK-2nd Students Time&Dates: (see schedule below) 8:15am, 9:05am, (10:20am) (45-minutes) (2) TK, (3) Kindergarten, (2) 1st Grade Sep 8, 2026 – May 27, 2027 Follows the Santa Rosa City Schools Calendar 2026-2027 <table><thead><tr><th colspan="3">LUNES</th><th colspan="2">MARTES</th><th colspan="2">MIÉRCOLES</th><th colspan="2">JUEVES</th></tr><tr><th>K</th><th>1</th><th>K</th><th>K</th><th>1</th><th></th><th></th><th>TK/TK</th><th>1</th></tr><tr><th>8:15</th><th>9:05</th><th>10:20</th><th>8:15</th><th>9:05</th><th></th><th></th><th>8:15</th><th>9:05</th></tr></thead><tbody><tr><td>-</td><td>-</td><td>-</td><td>9/8/2026</td><td>-</td><td>-</td><td>-</td><td>9/10/2026</td><td>-</td></tr><tr><td>9/14/2026</td><td>-</td><td>-</td><td>9/15/2026</td><td>-</td><td>-</td><td>-</td><td>9/17/2026</td><td>-</td></tr><tr><td>9/21/2026</td><td>-</td><td>-</td><td>9/22/2026</td><td>-</td><td>-</td><td>-</td><td>9/24/2026</td><td>-</td></tr><tr><td>9/28/2026</td><td>-</td><td>-</td><td>9/29/2026</td><td>-</td><td>-</td><td>-</td><td>10/1/2026</td><td>-</td></tr><tr><td>10/5/2026</td><td>-</td><td>-</td><td>10/6/2026</td><td>-</td><td>-</td><td>-</td><td>10/8/2026</td><td>-</td></tr><tr><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td></tr><tr><td>10/19/2026</td><td>-</td><td>-</td><td>10/20/2026</td><td>-</td><td>-</td><td>-</td><td>10/22/2026</td><td>-</td></tr><tr><td>10/26/2026</td><td>-</td><td>-</td><td>10/27/2026</td><td>-</td><td>-</td><td>-</td><td>10/29/2026</td><td>-</td></tr><tr><td>11/2/2026</td><td>-</td><td>-</td><td>11/3/2026</td><td>-</td><td>-</td><td>-</td><td>11/5/2026</td><td>-</td></tr><tr><td>11/9/2026</td><td>-</td><td>-</td><td>11/10/2026</td><td>-</td><td>-</td><td>-</td><td>11/12/2026</td><td>-</td></tr><tr><td>11/16/2026</td><td>-</td><td>-</td><td>11/17/2026</td><td>-</td><td>-</td><td>-</td><td>11/19/2026</td><td>-</td></tr><tr><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td></tr><tr><td>11/30/2026</td><td>-</td><td>-</td><td>12/1/2026</td><td>-</td><td>-</td><td>-</td><td>12/3/2026</td><td>-</td></tr><tr><td>12/7/2026</td><td>-</td><td>-</td><td>12/8/2026</td><td>-</td><td>-</td><td>-</td><td>12/10/2026</td><td>-</td></tr><tr><td>12/14/2026</td><td>-</td><td>-</td><td>12/15/2026</td><td>-</td><td>-</td><td>-</td><td>12/17/2026</td><td>-</td></tr><tr><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td></tr><tr><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td></tr><tr><td>1/11/2027</td><td>-</td><td>-</td><td>1/12/2027</td><td>-</td><td>-</td><td>-</td><td>1/14/2027</td><td>-</td></tr><tr><td>-</td><td>-</td><td>-</td><td>1/19/2027</td><td>-</td><td>-</td><td>-</td><td>1/21/2027</td><td>-</td></tr><tr><td>1/25/2027</td><td>-</td><td>-</td><td>1/26/2027</td><td>-</td><td>-</td><td>-</td><td>1/28/2027</td><td>-</td></tr><tr><td>2/1/2027</td><td>-</td><td>-</td><td>2/2/2027</td><td>-</td><td>-</td><td>-</td><td>2/4/2027</td><td>-</td></tr><tr><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td></tr><tr><td>-</td><td>-</td><td>-</td><td>2/16/2027</td><td>-</td><td>-</td><td>-</td><td>2/18/2027</td><td>-</td></tr><tr><td>2/22/2027</td><td>-</td><td>-</td><td>2/23/2027</td><td>-</td><td>-</td><td>-</td><td>2/25/2027</td><td>-</td></tr><tr><td>3/1/2027</td><td>-</td><td>-</td><td>3/2/2027</td><td>-</td><td>-</td><td>-</td><td>3/4/2027</td><td>-</td></tr><tr><td>3/8/2027</td><td>-</td><td>-</td><td>3/9/2027</td><td>-</td><td>-</td><td>-</td><td>3/11/2027</td><td>-</td></tr><tr><td>3/15/2027</td><td>-</td><td>-</td><td>3/16/2027</td><td>-</td><td>-</td><td>-</td><td>3/18/2027</td><td>-</td></tr><tr><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td></tr><tr><td>-</td><td>-</td><td>-</td><td>3/30/2027</td><td>-</td><td>-</td><td>-</td><td>4/1/2027</td><td>-</td></tr><tr><td>4/5/2027</td><td>-</td><td>-</td><td>4/6/2027</td><td>-</td><td>-</td><td>-</td><td>4/8/2027</td><td>-</td></tr><tr><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td></tr><tr><td>-</td><td>-</td><td>-</td><td>4/20/2027</td><td>-</td><td>-</td><td>-</td><td>4/22/2027</td><td>-</td></tr><tr><td>4/26/2027</td><td>-</td><td>-</td><td>4/27/2027</td><td>-</td><td>-</td><td>-</td><td>4/29/2027</td><td>-</td></tr><tr><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td></tr><tr><td>-</td><td>-</td><td>-</td><td>5/11/2027</td><td>-</td><td>-</td><td>-</td><td>5/13/2027</td><td>-</td></tr><tr><td>5/17/2027</td><td>-</td><td>-</td><td>5/18/2027</td><td>-</td><td>-</td><td>-</td><td>5/20/2027</td><td>-</td></tr><tr><td>5/24/2027</td><td>-</td><td>-</td><td>5/25/2027</td><td>-</td><td>-</td><td>-</td><td>5/27/2027</td><td>-</td></tr></tbody></table>	LUNES			MARTES		MIÉRCOLES		JUEVES		K	1	K	K	1			TK/TK	1	8:15	9:05	10:20	8:15	9:05			8:15	9:05	-	-	-	9/8/2026	-	-	-	9/10/2026	-	9/14/2026	-	-	9/15/2026	-	-	-	9/17/2026	-	9/21/2026	-	-	9/22/2026	-	-	-	9/24/2026	-	9/28/2026	-	-	9/29/2026	-	-	-	10/1/2026	-	10/5/2026	-	-	10/6/2026	-	-	-	10/8/2026	-	-	-	-	-	-	-	-	-	-	10/19/2026	-	-	10/20/2026	-	-	-	10/22/2026	-	10/26/2026	-	-	10/27/2026	-	-	-	10/29/2026	-	11/2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