



Anne E. Campbell • County Superintendent of Schools

**2018-2019 SMEDCENTER PORTAL DISTRICT AGREEMENT
Millbrae School District**

THIS AGREEMENT is made and entered into by and between the San Mateo County Superintendent of Schools, hereafter called “**SUPERINTENDENT**,” and the governing board of the **Millbrae Elementary School District**, hereinafter called “**DISTRICT**.”

WITNESSETH

WHEREAS, pursuant to Education Code 1250, **SUPERINTENDENT**, may enter into an agreement with the governing board of any school district under his/her jurisdiction to provide for web portal services; and

WHEREAS, DISTRICT is a school district under **SUPERINTENDENT’S** jurisdiction;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed as follows:

1. SERVICES

SUPERINTENDENT shall provide to **SCHOOL** access to the SMEdCenter portal and its bundled educational resources via one custom designed access point.

2. COSTS AND PAYMENTS

In consideration for these services during the regular school year, **SCHOOL** shall pay **SUPERINTENDENT** the contract amount shown below for their selected service package(s) and any add-on services. ADA will be based on the most recent CBEDS Student Enrollment Data by Grade Level/School.

Total Contract Fees = \$6,672.60

For July 1, 2018 through June 30, 2019
(For a detailed listing of fees by school, please see Appendix A.)

SCHOOL shall pay **SUPERINTENDENT** the contract amount within 30 days of receipt of invoice.

SCHOOL shall provide **SUPERINTENDENT** with teacher and staff name, school and email addresses for all users on form provided.

3. EFFECTIVE PERIOD AND TERMINATION

This Agreement is effective for the period from July 1, 2018 to June 30, 2019. This Agreement may be renegotiated with the mutual written consent of the parties prior to any expiration date as set forth above. No oral agreement shall be binding. Any amendments, addition to or change of any kind of subject to the terms of paragraph 4, below. This Agreement shall not be terminated by either party except by mutual written agreement.

4. HOLD HARMLESS/INDEMNIFICATION

DISTRICT shall indemnify and hold harmless SUPERINTENDENT and his/her employees, agents and assigns, as against any and all claims for damages and any other relief arising out of DISTRICT's receipt and use of services pursuant to this Agreement.

5. ALTERATION OF AGREEMENT

This Agreement is entire and contains all terms and conditions agreed upon between the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding.

6. ASSIGNABILITY

The materials shall not be subleased or assigned to any other party for any purpose.

7. POLICY

SCHOOL shall instruct its personnel that they must abide by the policies and regulations of SUPERINTENDENT'S Curriculum Services Department. SCHOOL shall assume full responsibility for proper use. SCHOOL agrees not to violate the laws of copyright.

 **SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS**

By: _____

Date: _____

Millbrae Elementary School District

By: _____

DISTRICT SUPERINTENDENT OR AUTHORIZED AGENT

Date: _____



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AMENDMENT
Appendix A – SMedCenter Portal Contract Costs by District School Sites
Millbrae School District

Site Name	2017-18 TOTAL ADA	NEW Bundle -3 BrainPOP Combo (\$2.55 per ADA)	Discovery Education Streaming (\$1.41 per ADA)	TOTAL
Spring Valley	442	\$1127.10	\$623.22	\$1750.32
Green Hills	394	\$1004.70	\$555.54	\$1560.24
Taylor Middle School	849	\$2164.95	\$1197.09	\$3362.04
TOTAL		\$4296.75	\$2375.85	6672.60