

## SAN MATEO UNION HIGH SCHOOL DISTRICT

Approval of Consulting Agreements, Contracts, Invoices and Purchase Orders over \$25K

*Submitted to the Board of Trustees on 6/25/2020*

VENDOR/CONTRACTOR	SITE/DEPT	DESCRIPTION	FUNDING SOURCE	AMOUNT
BABEC (Geneconnection)	Curriculum	BABEC contract for 2020-21(Virtual Learning)	General Fund - Curriculum	\$ 30,000.00
ExploreLearning Gizmos	Curriculum	Digital Tool for all Science Teachers	General Fund - Curriculum	\$ 31,875.00
Frontline Group Technologies LLC	Human Resources	Absence and Time Solution Renewal from July 1,	General Fund - Human Resources	\$ 31,544.07
GALE - Cengage Learning	Curriculum	GALE Database for 2020-21	General Fund - Curriculum	\$ 49,000.00
Knorr Systems	Districtwide	FY2020-21 - Annual Maintenance on Pools for all school	General Fund - Preventative	\$ 87,981.00
National Equity Project (NEP)	Special Education	National Equity Project contract for 2020-21	General Fund - SIG DIS	\$ 45,000.00
Nearpod Inc.	Curriculum	Digital Tool for all teachers district-wide	General Fund - Curriculum	\$ 40,000.00
Panorama	Curriculum	Panorama 2020-2022 (multi year contract for savings)	General Fund - Curriculum	\$ 78,618.00
Remind	Curriculum	Remind contract for 2020-21	General Fund - Curriculum	\$ 27,600.00
San Mateo County Office Education	Human Resources	Teacher Induction Agreement SMCTIP 2020 - 2021	General Fund - Curriculum	\$ 90,000.00
Sole Source	Districtwide	FY2020-2021 to provide open ER PO for repairs/service	General Fund - Maintenance	\$ 61,000.00
<b>Total</b>				<b>\$ 572,618.07</b>

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR BOARD APPROVAL (Over 25K)

To: Board of Trustees

Date: 06/10/2020

From: Sonia Gill

---

Site(s) or Department: Curriculum

Number of Quotes: 1

Vendor/Contractor: BABEC (Geneconnection)

Reason for proposal:  
BABEC contract for 2020-21(Virtual Learning)

Certificate of Insurance: n/a

Contract Amount: \$30,000

Funding Source: Curriculum

Approved by:

Sonia Gill 06/10/2020 Wayne Rasay 06/10/2020

Personnel who oversees Site/Department budget

Vanessa Castano 06/16/2020

Manager of Capital Facilities and Purchasing

Valerie Miller 06/16/2020

Director of Budget and Fiscal Services

## Service Proposal to SMUHSD from BABEC 2020-21 School Year



**To:**

Kevin Skelly, Ph.D., Superintendent  
Brian Simmons, Director of Curriculum and Assessment  
San Mateo Union High School District

**From:**

Elizabeth Doggett, Program Manager, BABEC  
Kristen Wolslegel, Executive Director, BABEC

**Date:** May 22, 2020

Thank you for your support of BABEC's Biotechnology Education Program for your district in the 2020-21 school year. Given the uncertainty of school schedules, we are offering new service options to provide you with greater flexibility. Please review the options below that we have created for the 2020-21 school year.

As you decide how to allocate your funds for next year, we would like to share the sentiment we received from multiple biology teachers that if students are on campus for limited times, they would like to spend that time engaging students primarily hands-on science activities - including BABEC labs.

**Option 1: 100% Virtual Services**

- \$150 per class section
- Access to 100% virtual biotechnology curriculum for existing BABEC labs
- Access to 100% virtual curriculum for COVID-19 epidemiology and testing
- Video lab demos (live and recorded)
- Virtual teacher support
  - Training on using BABEC online curriculum
  - In-class BABEC/student Q&A
  - Collaboration with BABEC to adapt online curriculum
  - Collaboration with BABEC to request custom lab demos (*ex. Students choose experiment parameters and BABEC carries out the protocol*)

**Option 2: Standard BABEC Services**

- \$300 per class section (identical to previous years)
- Access to BABEC's standard lab reagent kits, lab equipment, and curricula
- Increased flexibility in scheduling if teachers need equipment for extended periods of time
- Increased cleaning supplies and protocols
- Access to all of the 100% virtual services as described in Option 1

**Selected Service Option:**

☐ Option 1: 100% Virtual Services

100 anticipated sections: **\$15,000** (see table on next page for details)

☐ Option 2: In-person and Online Services

100 anticipated sections: **\$30,000** (see table on next page for details)

*Note: The previous anticipated cost estimate for the 2020-21 school year was \$35,175. As added incentive, we have decided to extend the LB agar plate pilot program for an additional year and will not charge for these materials. **Cost savings: \$5,175.***

☐ Option 3: A mixture of both Option 1 and Option 2

Each school can let us know their preferences when they are ready to commit. Anticipated costs will range from **\$15,000 - \$30,000.**

At the end of the school year, we will invoice *only* for actual services delivered.


Return of this document indicates your intent to participate in the 2020-21 BABEC Program at the level indicated (pending any changes in teacher/school orders).

\_\_\_\_\_  
Kevin Skelly, Superintendent

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Elizabeth Doggett, BABEC Program Manager

May 22, 2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Kristen Wolslegel, BABEC Executive Director

May 22, 2020  
\_\_\_\_\_  
Date



2020-2021 BABEC Cost Estimate for SMUHSD			
School	Teacher Name	Class	# Sections
Mills	Steven Wang	AP Biology	2
Mills	Aiko Michot	Bio 1-2	3
Mills	Charles Olson	Bio 1-2	2
Mills	Mary Rustia	Bio 1-2	2
Mills	Steven Wang	Bio 1-2	3
Mills	Mary Rustia	Biotech 1-2	3
Burlingame	Heather Johnson	Bio 1-2	2
Burlingame	Heather Johnson	Envi Science	2
Burlingame	Mike Dunn	Bio 1-2	4
Burlingame	Mike Dunn	AP Biology	1
Burlingame	Karen Hartmann	Bio 1-2	5
Burlingame	Brennan Brockbank	Bio 1-2	2
Peninsula	Anthony DiLemme	Biology	3
Capuchino	Kristen Tucker	IB Bio I	3
Capuchino	Thi Ngo	Biology	4
Capuchino	Thi Ngo	ELD Bio	1
Capuchino	Kristen Tucker	Biology	2
Aragon	Cathy Kliegel	Biology	5
Aragon	Richard Whitmarsh	Biology	5
Aragon	Sam Belvini	Biology	3
Aragon	Jessica Valera	Biology	1
Aragon	Leigh-Anne Ecklund	Biology	1
Aragon	Katie Ward	AP Bio	4
San Mateo	Marvin Gin	Bio	5
San Mateo	L'Vannah Abrams	Bio	3
San Mateo	Bryan Olney	Bio	1
San Mateo	Asif Raman	Bio	3
San Mateo	Miguel Appleman	Bio	3
San Mateo	Aliza Zenilman	Bio	2
San Mateo	Jimmy Ikeda	Biotech 3-4	3
Hillsdale	Casey Nolan	Biology	4
Hillsdale	Charlotte Lum-Ku	Biology	3
Hillsdale	Emily Witkop	Biology	4
Hillsdale	Sandi Zee	Biology	4
Hillsdale	Chris Stallings	AP Biology	2
<b>Total</b>			<b>100</b>
<b>Online-only Service @ \$150/class section</b>			<b>\$15,000</b>
<b>In-person + Online Service @ \$300/class section</b>			<b>\$30,000</b>

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR BOARD APPROVAL (Over 25K)

To: Board of Trustees

Date: 06/11/2020

From: Sonia Gill

---

Site(s) or Department: Curriculum

Number of Quotes: 1

Vendor/Contractor: ExploreLearning Gizmos

Reason for proposal:  
Digital Tool for all Science Teachers

Certificate of Insurance: n/a

Contract Amount: \$31,875.00

Funding Source: Curriculum

Approved by:

Sonia Gill 06/11/2020 Wayne Rasay 06/15/2020

Personnel who oversees Site/Department budget

Vanessa Castano 06/16/2020

Manager of Capital Facilities and Purchasing

Valerie Miller 06/16/2020

Director of Budget and Fiscal Services



ExploreLearning Gizmos  
For: San Mateo Union High Sch Dist

Presented to: Sonia Gill  
By: Katie McDaniel  
Presented on: June 11, 2020  
Proposal Expires on: July 31, 2020

Quantity	Product	Months	Total
8500 Students	District Gizmos Department License for Science teachers only. Priced per student.	12	\$31,875.00
1 Package	Gizmos Professional Development - Three (3) onsite training days (up to 6 hours per day) for up to 25 participants.		INCLUDED

**Total: \$31,875.00**

Multi-year Discounts		Savings of
<b>3 YEARS = 15% OFF</b>	\$81,281.25	<b>\$14,343.75</b>
<b>2 YEARS = 10% OFF</b>	\$57,375.00	<b>\$6,375.00</b>

This proposal is made on behalf of ExploreLearning, LLC (FEIN 38-3942548). Resulting orders are subject to ExploreLearning's standard terms and conditions, which can be found at: [explorelearning.com](http://explorelearning.com). This proposal along with the terms and conditions and privacy policy represents the entire agreement of the parties. There are no other promises in any other agreement, whether oral or written.

Prices contained herein do not include applicable state and local sales taxes. Sales tax may be adjusted at the time of invoicing. Pricing information made herein is strictly confidential and is supplied on the understanding that it will be held confidential and not disclosed to third parties without the prior written consent of ExploreLearning.

#### Next Steps

Please contact Katie McDaniel at 866-882-4141, ext. 339 or [katie.mcdaniel@explorelearning.com](mailto:katie.mcdaniel@explorelearning.com) for more information on any aspect of this proposal (#Q-131607).

**If applicable, please include your certificate of tax-exempt status with your purchase order.** Purchase Orders may be sent to ExploreLearning Orders via one of the following methods:

**Email to:** [katie.mcdaniel@explorelearning.com](mailto:katie.mcdaniel@explorelearning.com)

**Mail to:** 110 Avon Street, Suite 300, Charlottesville, VA 22902

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR BOARD APPROVAL (Over 25K)

To: Board of Trustees

Date: 06/08/2020

From: Kirk Black/ Wayne Rasay

---

Site(s) or Department: Human Resources

Districtwide

Number of Quotes: One

Vendor/Contractor: Frontline Group Technologies LLC

Reason for proposal:

Absence and Time Solution Renewal from July 1, 2020 to June 30, 2021.

Certificate of Insurance: N/A

Contract Amount: \$31,544.07

Funding Source: General Fund - Human Resources

Approved by:

Wayne Rasay

06/08/2020

Wayne Rasay

06/08/2020

Personnel who oversees Site/Department budget

Vanessa Castano

06/16/2020

Manager of Capital Facilities and Purchasing

Valerie Miller

06/16/2020

Director of Budget and Fiscal Services



# INVOICE

Acct #: 10764  
#INVUS119344

Attn: Accounts Payable  
San Mateo School District  
650 North Delaware Street  
San Mateo CA 94401

**Start Date:** 7/1/2020  
**Due Date:** 7/31/2020

**Barb Tufo**

Digitally signed by  
Barb Tufo  
Date: 2020.05.14  
15:39:06 -07'00'

## PAYMENT INFORMATION

### Please send checks to:

Frontline Technologies Group LLC  
PO Box 780577  
Philadelphia, PA 19178-0577

### To make payment via ACH/EFT:

Bank Name: Wells Fargo, N.A.  
Account Name: Frontline Technologies Group LLC  
ABA/Routing #: 121000248  
Account #: 4121566533  
Swift Code: WFBIUS6S

Please include the invoice number in the memo of your check or ACH payment to ensure timely processing.

Please send remittance advice to [Billing@FrontlineEd.com](mailto:Billing@FrontlineEd.com).

You can find a copy of our W9 at <http://help.frontlinek12.com/WebNav/Docs/FrontlineEducationW9.pdf>.

Qty	Description	Start	End	End User	Rate	Amount
1	Absence & Time Solution	7/1/2020	6/30/2021	10764 San Mateo Union High School District	\$31,544.07	\$31,544.07

Your timely payment is important to maintain a continuous subscription status and allow for delivery of services. Our billing system tracks by contract, not PO#. Therefore, we are unable to address questions based on PO#. If information is needed about your PO#, please contact your organization's financial department.

SUBTOTAL \$31,544.07

**TOTAL DUE**  
by 7/31/2020 \$31,544.07

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR BOARD APPROVAL (Over 25K)

To: Board of Trustees

Date: 06/11/2020

From: Sonia Gill

---

Site(s) or Department: Curriculum

Number of Quotes: 1

Vendor/Contractor: GALE - Cengage Learning

Reason for proposal:  
GALE Database for 2020-21

Certificate of Insurance: n/a

Contract Amount: \$49,000

Funding Source: Curriculum

Approved by:

Sonia Gill 06/11/2020 Wayne Rasay 06/15/2020

Personnel who oversees Site/Department budget

Vanessa Castano 06/16/2020

Manager of Capital Facilities and Purchasing

Valerie Miller 06/16/2020

Director of Budget and Fiscal Services

Confidential Price Quote - Gale - 4 database package

06/11/2020

Pricing on this Proposal Guaranteed: 07/31/2020

Presented To: Brian Simmons

Prepared By: Amanda King, 320920029, (415) 420-9287, [amanda.king@cengage.com](mailto:amanda.king@cengage.com)  
(mailto:amanda.king@cengage.com)

Deliver To Address:  
650 N DELAWARE ST  
SAN MATEO  
California  
United States  
944011732

Account #: 176815

Account #: 176815

Deliver To: SAN MATEO UHSD  
Brian Simmons

Invoice To: SAN MATEO UHSD  
Brian Simmons

Subscription Titles	Qty	Total List Price	Total Sales Price
<b>Gale In Context: Global Issues</b> , Imprint:Gale Research Inc, ISBN: 242925 , Subscription Dates: 07/01/2020 to 06/30/2021 , Number of Sites: 7	1	\$14,446.00	\$11,500.00
<b>Gale In Context: Opposing Viewpoints</b> , Imprint:Greenhaven Press, ISBN: 176168 , Subscription Dates: 07/01/2020 to 06/30/2021 , Number of Sites: 7	1	\$24,728.00	\$14,500.00
<b>Gale In Context: U.S. History</b> , Imprint:Gale Research Inc, ISBN: 9780787649494 , Subscription Dates: 07/01/2020 to 06/30/2021 , Number of Sites: 7	1	\$14,413.00	\$11,500.00
<b>Gale In Context: World History</b> , Imprint:Gale Research Inc, ISBN: 173120 , Subscription Dates: 07/01/2020 to 06/30/2021 , Number of Sites: 7	1	\$14,413.00	\$11,500.00
		<b>Total List Price</b>	<b>Total Sales Price</b>
Total for Subscription Titles:		\$68,000.00	\$49,000.00

# Confirmation Required

Selecting "I Confirm" does not require immediate payment. Once confirmed, your invoice will be sent on the start date of your purchase. Your payment terms are: Net 30, unless otherwise requested and agreed to.

After clicking the "I Confirm" button, an email will be sent to your Gale account manager confirming your purchase of these products.

If you have any additional comments or questions, please enter them below.  
If you require a purchase order number to appear on your invoice, please enter it here.

Sub-Total:\$49,000.00  
ORDER TOTAL:\$49,000.00

Tax and freight charges will be applied to invoice where applicable.

"I Confirm"

By clicking "I Confirm" you are agreeing to our [license agreement](https://support.gale.com/terms/) (<https://support.gale.com/terms/>).

Thank you for your interest in products from Gale, a Cengage Company.

Payment terms are days from start date. All trademarks and registered names are used herein under license. This Quote Form incorporates your License Agreement with Cengage Learning, including any and all Amendments, Addendums, Exhibits and Schedules attached thereto or incorporated by reference and the standard Terms of Use set forth at <http://www.cengage.com/terms/>. This Quote Form shall be deemed to have been accepted by Customer upon receipt by Cengage Learning of (i) any written confirmations indicating acceptance or; (ii) upon receipt of a Customer Purchase Order. If any written confirmations or Customer Purchase Orders in any way conflicts with or is inconsistent with the conditions of sale herein, this Quote Form will prevail and supercede any inconsistent terms.

All information embodied in this document is strictly confidential and may not be duplicated or disclosed to third parties outside recipient's organization without prior written consent of Cengage Learning.





CENGAGE LEARNING  
27500 DRAKE ROAD  
FARMINGTON HILLS, MI 48331-3535  
UNITED STATES  
Phone: (248) 699-4253 / (800) 877-4253

Confidential Price Quote - Gale - 4 database package (533094)

06/11/2020

Pricing on this Proposal Guaranteed: 07/31/2020

Presented To: Brian Simmons

Prepared By: Amanda King, 320920029, (415) 420-9287, [amanda.king@cengage.com](mailto:amanda.king@cengage.com) ([amanda.king@cengage.com](mailto:amanda.king@cengage.com))

Account #: 176815

Account #: 176815

Deliver To: SAN MATEO UHSD  
Brian Simmons

Invoice To: SAN MATEO UHSD  
Brian Simmons

Total:\$49,000.00

TO PLACE YOUR ORDER

1. MAIL TO:

Cengage Learning Inc  
PO Box 936754  
Atlanta, GA 31193-6754

2. FAX TO: 800 990 4253

3. FOR ORDERS WITH CHECK,

MAIL TO:

Cengage Learning Inc  
PO Box 936754  
Atlanta, GA 31193-6754

Method of payment

☐ Check or Money Order enclosed.

Cengage Learning pays postage and handling (in the U.S. and Canada).

☐ Charge my Credit Card.

Cengage Learning pays postage and handling (in the U.S. and Canada).

☐ VISA

☐ MasterCard

☐ American Express

☐ Discover

Card No. \_\_\_\_\_

Exp. Date \_\_\_\_\_

CVV # \_\_\_\_\_

Signature \_\_\_\_\_

☐ I have an established account. Please bill me (including postage and handling)

P.O. # \_\_\_\_\_

Thank you for choosing Gale as your information provider!

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR BOARD APPROVAL (Over 25K)

To: Board of Trustees

Date: 06/08/2020

From: Linda Carlton

---

Site(s) or Department: Districtwide

Number of Quotes: 1 (Sole Source)

Vendor/Contractor: Knorr Systems

Reason for proposal:

FY2020-2021, annual Maintenance on pools:

AHS \$12,705

BHS \$24,852

CHS \$13,512

HHS \$12,732

MHS \$12,744      SMHS \$11,436

Certificate of Insurance: ATL-004437302-14

Contract Amount: \$87,981.00

Funding Source: General Fund - Preventative Maintenance

Approved by:



06/08/2020

---

Personnel who oversees Site/Department budget



06/16/2020

---

Manager of Capital Facilities and Purchasing



06/16/2020

---

Director of Budget and Fiscal Services



# KNORR SYSTEMS, INC.

A **PLAYCORE** Company

May 14, 2020

Ms. Linda Carlton  
SAN MATEO UNION HIGH SCHOOL DISTRICT  
900 Alameda De Las Pulgas  
San Mateo, CA 94402

		<u>Annual</u>
AHS	002	12,705.00
BHS	003	24,852.00
CHS	004	13,512.00
HHS	005	12,732.00
MHS	006	12,744.00
SMHS	008	11,436.00
		<u>87,981.00</u>

Re: Aragon High School Swimming Pool Equipment Monthly Scheduled Maintenance

Dear Ms. Carlton,

Thank you for your continued trust in Knorr Systems. Below is our \*(DIR) compliant proposal for the monthly scheduled maintenance for your swimming pool equipment at Aragon High School. Our services are designed to assist your facility maintain system operations and proper water chemistry. Preventing aggressive water, which can deteriorate equipment, will help preserve equipment warranties and life expectancy.

### ***Eko<sup>3</sup> High Rate Filtration System***

Monthly maintenance of one (1) Eko-42-225-3 (3 tanks) system:

- Backwash filtration system, as needed
- Review backwash performance to confirm proper operation and efficiency
- Monitor and log filtration, influent & effluent pressure
- Monitor and log filtration flow-rate

Annual maintenance of one (1) Eko-42-225-3 (3 tanks) system:

- Drain filter tanks and remove manway covers to inspect tank internal components
- Inspect media throughout the filters for proper consistency, contamination and flatness
- Install cleaned manway covers, fill tanks and bleed air from the system
- Inspect backwash valve assemblies for proper operation
- Replace manway gaskets
- Restart system and review for proper operation

### ***Strantrol Chemical Control System***

Monthly maintenance of one (1) Impact-CS controller:

- Test operation of the safety flow switch
- Clean sensors
- One-point controller calibration, as needed
- Complete chemical evaluation to confirm proper water balance utilizing both Saturation Index and Ryznar Index
- Provide recommendations to make chemical corrections

Annual maintenance of one (1) Impact-CS controller:

- Two-point controller calibration

### ***Smart Pump Control System***

Twice-annual maintenance of one (1) SPCS system:

- Torque terminal connections to manufacturer recommendations
- Inspect and clean air intake element
- Perform operational test and verify proper system operation
- Wipe down the cabinet and remove any loose materials

### ***Pulsar® Chlorination System***

Monthly maintenance of one (1) P-IV system:

- Disassemble and inspect Pulsar® chlorinator for proper wear
- Monitor chemical inventory levels (Briquettes, Shock, and Acid)
- Remove and clean injector
- Check chemical discharge tubing for wear

---

### **Aquatic Equipment, Mechanical Room & Water Treatment Specialists**

Southern California:  
2221 Standard Avenue  
Santa Ana, CA 92707  
P: (714) 754-4044 F: (714) 754-1405

Northern California:  
2021 Las Positas Court, Suite 143  
Livermore, CA 94551  
P: (925) 273-0722 F: (925) 273-0726

Texas/Oklahoma:  
4320 Sunbelt Drive  
Addison, TX 75001  
P: (972) 732-0306 F: (972) 732-0305

**Pulsar® Chlorination System - continued**

Annual maintenance of one (1) P-IV system:

- Replace Pulsar® solenoid (24 volt) valve
- Replace tank lid switch and emergency shut off valve

Twice-annual maintenance of one (1) P-IV system:

- Replace chemical discharge tubing

**Eko3 Carbon Dioxide Feed System**

Monthly maintenance of one (1) pH-MTS feeder:

- Monitor and log chemical storage tank level
- Fine-tune chemical output to maintain chemical balance

Annual maintenance of one (1) pH-MTS feeder:

- Replace pH-MTS solenoid with factory OEM pH-MTS solenoid

Twice-annual maintenance of one (1) pH-MTS feeder:

- Replace chemical discharge tubing

**SR Smith Aquatic Chair Lift**

Twice-annual maintenance of one (1) 390-2000 Chair Lift:

- Examine lift for any damage, loose or missing hardware
- Confirm all cable connections are properly secured
- Inspect lift frame, mast, support arm and seat assembly for rust
- Cleanse all external metallic surfaces with a warm water and soap
- Rinse with fresh water and wipe down with
- Cleanse all battery connections with a nylon scouring pad
- Clean and spray gear assembly with a heavy-duty rust inhibitor/lubricant
- Grease terminals
- Check battery level
- Test for normal operation

**SMA Parts Program**

Existing parts storage box replenished with the following parts and will be billed at time of delivery.

- |  |  |
|--|--|
| 3) FP-022-20371 - MANWAY GASKET - EKO3 TANK                | 1) WP-026-02090 - RUBBER GASKET FOR EMERGENCY    |
| 1) WP-026-01940 - PULSAR III,IV, & EKO3 PIV SOLENOID VALVE | 1) WP-026-00950 - EMERG. SHUT OFF VALVE W/ARM    |
| 1) WP-026-00980 - PVC NUT TO ATTACH FLOAT PLAT             | 1) WP-026-00940 - EMERG. SHUT OFF MOUNTING PLATE |
| 2) PP-020-00460 - 1/2"OD1/2"NPT TUBE FTNG-MALE             | 1) WP-026-02090 - RUBBER GASKET FOR EMERGENCY    |
| 1) PP-020-00494 - 3/8"OD1/4"NPT TUBE FTNG-MALE             | 1) WP-026-01890 - LID SWITCH                     |
| 2) PP-020-00499 - 1/2"OD1/2"NPT TUBE FTNG-MALE             | 1) WP-026-01960 - ELECTRONIC SHUT OFF            |
| 3) PP-020-00465 - 5/8"OD1/2"NPT TUBE FTNG-MALE             | 1) WP-026-00000 - NEW STYLE DISCHARGE VALVE ASSY |
| 2) PP-020-00455 - 3/8"OD1/2"NPT TUBE FTNG-MALE             | 1) WP-113-00013 - 3/8" MINI SOLENOID VALVE       |
| 2) PP-020-00453 - 3/8"OD1/4"NPT TUBE FTNG-MALE             | 1) WP-036-11440B - 100' 3/8" TUBING BLACK        |
| 1) PP-057-00369 - 100" 5/8" TUBING WHITE                   |  |

**\*Please Note:** This proposal and its relevant costing is in compliance with the State of California, SB-854 effective March 1<sup>st</sup> 2015, specifying all vendors and its workers employed to work on public works projects performing repair, maintenance, service, installation, etc.; must be paid a prevailing wage. The actual wage amount is determined by the Director of the Department of Industrial Relations (DIR) according to the type of work performed, and the specific county where the work is performed. All vendors must comply with this law.

\$12,705.00  
**Annual Maintenance Cost: ~~\$12,708.00~~ ←**  
**1 Payment (all parts): \$1,401.60**  
**Monthly Service Payment: \$941.95**

**Aquatic Equipment, Mechanical Room & Water Treatment Specialists**

Southern California:  
2221 Standard Avenue  
Santa Ana, CA 92707  
P: (714) 754-4044 F: (714) 754-1405

Northern California:  
2021 Las Positas Court, Suite 143  
Livermore, CA 94551  
P: (925) 273-0722 F: (925) 273-0726

Texas/Oklahoma:  
4320 Sunbelt Drive  
Addison, TX 75001  
P: (972) 732-0306 F: (972) 732-0305

Ms. Linda Carlton  
ARAGON HIGH SCHOOL  
May 14, 2020  
Page 3 of 3

- KSI Technicians are nationally certified AFO/CPO's
- KSI Technicians are manufacturer certified and carry current equipment certifications
- KSI utilizes OEM parts for required repairs / maintenance

The facility needs to provide all chemicals on an as needed basis including ancillary chemicals to maintain proper water balance, such as sodium bicarbonate and calcium chloride. Knorr Systems is able to provide these chemicals, please contact us for a quote.

This proposal includes labor, materials, testing equipment, travel and standard parts necessary to perform the stated scope of work. It does not include any additional parts or labor if other repairs or equipment replacement is required. Any additional materials or work will be quoted as applicable.

#### Terms and Conditions

- Payments based on a fulfillment of 12 (twelve) service visits over a 12-month period
- Signed agreement is to be submitted to KSI prior to 06/30/2020 to start at the beginning of customer's fiscal year.
- Agreements signed and submitted on or after 07/10/2020 will be valid only for the remainder of customer's 2020-2021 fiscal year and will affect the monthly rate. An amendment to the agreement will be provided to the customer at that time with the new monthly rate.
- Signed agreements will begin and scheduled within 21 calendar days (3 weeks) of receipt of signed agreement and purchase order.
- Payment Terms: Net 30 days from date of invoice, subject to approval of credit
- Interest: 18% APR is charged on all past due invoices
- Cancelled visits are subject to 100% of monthly cost plus a \$150.00 cancellation fee

If you have any questions or concerns, please feel free to contact me by phone at (714) 754-4044 extension 114 or by email at [ginat@knorrsystems.com](mailto:ginat@knorrsystems.com).

Best regards,



Gina Torres  
Service Maintenance & Administrative Specialist  
KNORR SYSTEMS, INC.



\_\_\_\_\_  
Authorized Signature

DIR Job Number: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Purchase Order #: \_\_\_\_\_

\_\_\_\_\_  
Date

Proposed dates of service: Jul 1, 2020 – Jun 30, 2021

*Confidentiality Notice: This proposal and the information contained within is the private confidential property of KSI. It is intended solely for the use, benefit, and information of the recipient noted above. Any copy, dissemination, or distribution is strictly prohibited.*

#### Aquatic Equipment, Mechanical Room & Water Treatment Specialists

Southern California:  
2221 Standard Avenue  
Santa Ana, CA 92707  
P: (714) 754-4044 F: (714) 754-1405

Northern California:  
2021 Las Positas Court, Suite 143  
Livermore, CA 94551  
P: (925) 273-0722 F: (925) 273-0726

Texas/Oklahoma:  
4320 Sunbelt Drive  
Addison, TX 75001  
P: (972) 732-0306 F: (972) 732-0305





# KNORR SYSTEMS, INC.

A **PLAYCORE** Company

May 28, 2020

Ms. Linda Carlton  
SAN MATEO UNION HIGH SCHOOL DISTRICT  
400 Carolan Avenue  
Burlingame, CA 94010

Re: Burlingame High School Swimming Pool Equipment Monthly Scheduled Maintenance

Dear Ms. Carlton,

Thank you for your continued trust in Knorr Systems. Below is our \*(DIR) compliant proposal for the monthly scheduled maintenance for your swimming pool equipment at Burlingame High School. Our services are designed to assist your facility maintain system operations and proper water chemistry. Preventing aggressive water, which can deteriorate equipment, will help preserve equipment warranties and life expectancy.

### ***Lochinvar Swimming Pool Heating Systems***

Monthly maintenance of two (2) SBN1500 heaters & one (1) KBN400 heater:

- Monitor and log heater inlet, outlet and delta temperature
- Inspect bypass manifold for leaks
- Remove front panel for inspection and cleaning
- Remove and clean heater blower with compressed air
- Remove and clean burners, re-install with new burner gaskets
- Test relief valves and expansion tank for proper operation
- Drain and fill hydronic loop
- Disassemble heat exchanger and inspect tube bundle
- Complete chemical evaluation to confirm proper water balance
- Provide recommendations for chemical corrections

### ***LMI Chemical Feed Systems***

Monthly maintenance of one (1) M131-12S pump:

- Remove and clean chlorine injector to remove any calcification or buildup
- Fine-tune chemical output to maintain chemical balance
- Inspect suction and discharge tubing for wear
- Monitor and log chemical storage tank level

Annual maintenance of one (1) G-pump:

- Disassemble pump wet-end for cleaning and overhaul with factory overhaul kit
- Replace G-pump motor oil and motor gasket
- Replace chemical suction and discharge tubing

### ***BECS Chemical Control Systems***

Monthly maintenance of one (1) BECSys5 controller and one (1) BECSys7 controller:

- Test operation of the safety flow switch and clean sensors
- One-point controller calibration, as needed
- Download and plot controller history into graph
- Complete chemical evaluation to confirm proper water balance utilizing both Saturation Index and Ryznar Index
- Provide recommendations to make chemical corrections

---

#### **Aquatic Equipment, Mechanical Room & Water Treatment Specialists**

##### **Southern California**

2221 Standard Ave  
Santa Ana, CA 92707

P 714.754.4044 F 714.754.1405

##### **Northern California**

2021 Las Positas Ct. Suite 143  
Livermore, CA 94551

P 925.273.0722 F 925.273.0726

##### **Texas/Oklahoma**

4320 Sunbelt Dr.  
Addison, TX 75001

P 972.732.0306 F 972.732.0305

### ***Filtration Systems***

Monthly maintenance of five (5) EKO3 GEN 2 filter tanks and two (2) TR140-C3 filter tanks:

- Backwash filtration system, as needed
- Review backwash performance to confirm proper operation and efficiency
- Monitor and log filtration, influent & effluent pressure
- Monitor and log filtration flow-rate

Annual maintenance of one (5) Eko<sup>3</sup> system and two (2) TR140-C3 filter tanks:

- Drain filter tanks and remove manway covers to inspect tank internal components
- Inspect media throughout the filters for proper consistency, contamination and flatness
- Install cleaned manway covers, fill tanks and bleed air from the system
- Disassemble and inspect backwash valve assemblies for overhaul
- Replace manway gaskets
- Clean, rebuild and lubricate backwash assembly with OEM overhaul kits
- Restart system and review for proper operation

### ***Taylor Wharton CO2 System***

Annual maintenance of two (2) Taylor Wharton system:

- Inspect tank for any leaks or corrosion
- Test Valves for proper operation

### ***Pulsar® Chlorination System***

Monthly maintenance of one (1) P-140 system and two (2) P-500 systems:

- Disassemble and inspect Pulsar® chlorinator for proper wear
- Monitor chemical inventory levels (Briquettes, Shock, and Acid)
- Remove and clean injector
- Check chemical discharge tubing for wear

Annual maintenance of one (1) P-140 system and two (2) P-500 systems:

- Replace Pulsar® solenoid (24 volt) valve
- Replace chemical discharge tubing

### ***SR Smith Aquatic Chair Lift***

Annual maintenance of two (2) 341044-00 Chair Lifts

- Examine lift for any damage, lose or missing hardware
- Confirm all cable connections are properly secured
- Inspect lift frame, mast, support arm and seat assembly for rust
- Cleanse all external metallic surfaces with a warm water and soap
- Rinse with fresh water and wipe down with
- Cleanse all battery connections with a nylon scouring pad
- Clean and spray gear assembly with a heavy-duty rust inhibitor/lubricant
- Grease terminals
- Check battery level
- Test for normal operation

---

#### **Aquatic Equipment, Mechanical Room & Water Treatment Specialists**

Southern California  
2221 Standard Ave  
Santa Ana, CA 92707

P 714.754.4044 F 714.754.1405

Northern California  
2021 Las Positas Ct, Suite 143  
Livermore, CA 94551

P 925.273.0722 F 925.273.0726

Texas/Oklahoma  
4320 Sunbelt Dr.  
Addison, TX 75001

P 972.732.0306 F 972.732.0305

BHS

### SMA Parts Program

Parts box and locks will be provided by Knorr Systems with the following parts which will be billed at time of delivery.

- |  |   |
|--|---|
| 3) WC-026-00060 --PULSAR CLEANER 50 CASE OF 12       | 1) 4061 – NYLON SCOURING PAD, CLEANING MATERIALS            |
| 3) WP-026-02860 - SOLENOID (ASCO) (2)                | 1) HP-039-00035 - FLAME SENSOR WITH GASKET                  |
| 1) WP-036-11210 -- SP-U17 11S & 12S SERIES LIQUIDEND | 1) HP-039-00037 - IGNITER W/GASKET FOR XPN400/501           |
| 1) WP-036-06876 -- G SERIES OIL                      | 2) HP-039-05395 - BURNER PLATE, INSULATION, DOOR XPN400/501 |
| 1) WP-036-00011 -- G PUMP GASKET                     | 4) HP-039-05400 - BURNER PLATE, INSULATION, DOOR XPN601-801 |
| 1) WP-036-11425B -- 100' 3/8" TUBING WHITE           | 4) HP-039-00029 - IGNITER W/GASKET FOR KNIGHT               |
| 1) WP-036-11430B -- 100' 1/2" TUBING WHITE           | 4) HP-039-00033 - FLAME SENSOR W/GASKET, KNIGHT             |
| 4) HP-039-07814 - KIT, GASKET, DOOR, RUBBER          | 4) HP-039-07813 - BURNER GASKET                             |
| 2) HP-039-07820 - KIT, GASKET BURNER                 | 5) FP-231-00010 - FILTER LID GASKET                         |
|  | 2) CP-007-05640 -- RING-SQUARE 8.5" CLOSURE                 |

\*Please Note: This proposal and its relevant costing is in compliance with the State of California, SB-854 effective March 1<sup>st</sup> 2015, specifying all vendors and its workers employed to work on public works projects performing repair, maintenance, service, installation, etc.; must be paid a prevailing wage. The actual wage amount is determined by the Director of the Department of Industrial Relations (DIR) according to the type of work performed, and the specific county where the work is performed. All vendors must comply with this law.

**Annual Maintenance Cost: \$24,852.00** ←  
**1 Payment (parts): \$3,159.96**  
**Monthly Service Payment: \$1,807.67**

- KSI Technicians are nationally certified AFO/CPO's
- KSI Technicians are manufacturer certified and carry current equipment certifications
- KSI utilizes OEM parts for required repairs / maintenance

*[Handwritten signature]*

The facility needs to provide all chemicals on an as needed basis including ancillary chemicals to maintain proper water balance, such as sodium bicarbonate and calcium chloride. Knorr Systems can provide these chemicals. Please contact us for a quote.

This proposal includes labor, materials, testing equipment, travel and standard parts necessary to perform the stated scope of work. It does not include any additional parts or labor if other repairs or equipment replacement is required. Any additional materials or work will be quoted as applicable.

### Terms and Conditions

- Payments based on a fulfillment of 12 (twelve) service visits over a 12-month period
- Signed agreement is to be submitted to KSI prior to 06/30/2020 to start at the beginning of customer's fiscal year.
- Agreements signed and submitted on or after 07/10/2020 will be valid only for the remainder of customer's 2020-2021 fiscal year and will affect the monthly rate. An amendment to the agreement will be provided to the customer at that time with the new monthly rate.
- Signed agreements will begin and scheduled within 21 calendar days (3 weeks) of receipt of signed agreement and purchase order.
- Payment Terms: Net 30 days from date of invoice, subject to approval of credit
- Interest: 18% APR is charged on all past due invoices
- Cancelled visits are subject to 100% of monthly cost plus a \$150.00 cancellation fee

---

### Aquatic Equipment, Mechanical Room & Water Treatment Specialists

Southern California  
2221 Standard Ave  
Santa Ana, CA 92707

P 714.754.4044 F 714.754.1405

Northern California  
2021 Las Positas Ct. Suite 143  
Livermore, CA 94551

P 925.273.0722 F 925.273.0726

Texas/Oklahoma  
4320 Sunbelt Dr.  
Addison, TX 75001

P 972.732.0306 F 972.732.0305



BHS

If you have any questions or concerns, please feel free to contact me by phone at (714) 754-4044 extension 108 or by email at [anna@knorrsystems.com](mailto:anna@knorrsystems.com).

Best regards,



Anna Elias  
Service Maintenance & Administrative Specialist  
KNORR SYSTEMS, INC.



\_\_\_\_\_  
Authorized Signature

DIR Job Number: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Purchase Order #: \_\_\_\_\_

\_\_\_\_\_  
Date

Proposed dates of service: July 1, 2020 – Jun 30, 2021

*Confidentiality Notice: This proposal and the information contained within is the private confidential property of KSI. It is intended solely for the use, benefit, and information of the recipient noted above. Any copy, dissemination, or distribution is strictly prohibited.*

---

**Aquatic Equipment, Mechanical Room & Water Treatment Specialists**

**Southern California**  
2221 Standard Ave  
Santa Ana, CA 92707

P 714.754.4044 F 714.754.1405

**Northern California**  
2021 Las Positas Ct. Suite 143  
Livermore, CA 94551

P 925.273.0722 F 925.273.0726

**Texas/Oklahoma**  
4320 Sunbelt Dr.  
Addison, TX 75001

P 972.732.0306 F 972.732.0305



# KNORR SYSTEMS, INC.

A **PLAYCORE** Company

May 14, 2020

Ms. Linda Carlton  
SAN MATEO HIGH SCHOOL DISTRICT  
1501 Magnolia Avenue  
San Bruno, CA 94066

Re: Capuchino High School Swimming Pool Equipment Monthly Scheduled Maintenance

Dear Ms. Carlton,

Thank you for your continued trust in Knorr Systems. Below is our \*(DIR) compliant proposal for the monthly scheduled maintenance for your swimming pool equipment at Capuchino High School. Our services are designed to assist your facility maintain system operations and proper water chemistry. Preventing aggressive water, which can deteriorate equipment, will help preserve equipment warranties and life expectancy.

### ***Lochinvar AQUAS Swimming Pool Heating Systems***

Annual maintenance of two (2) XPN801 heaters:

- Monitor and log heater inlet, outlet and delta temperature
- Inspect flame and exchanger through sight glass
- Inspect bypass manifold for leaks
- Remove front panel for inspection and cleaning
- Remove and clean heater blower with compressed air
- Remove and clean burners, re-install with new burner gaskets
- Replace igniter and flame sensor
- Test and set gas manifold pressure, combustion air cabinet pressures and measure vent draft
- Test relief valves and expansion tank for proper operation
- Test and set inlet water temperature and delta temperature
- Drain and fill hydronic loop
- Disassemble heat exchanger and inspect tube bundle
- Complete chemical evaluation to confirm proper water balance
- Provide recommendations for chemical corrections

### ***Eko<sup>3</sup> High Rate Filtration System***

Monthly maintenance of one (1) Eko-42-200-3 (3 tanks) system:

- Backwash filtration system, as needed
- Review backwash performance to confirm proper operation and efficiency
- Monitor and log filtration, influent & effluent pressure
- Monitor and log filtration flow-rate

Annual maintenance of one (1) Eko-42-200-3 (3 tanks) system:

- Drain filter tanks and remove manway covers to inspect tank internal components
- Inspect media throughout the filters for proper consistency, contamination and flatness
- Install cleaned manway covers, fill tanks and bleed air from the system
- Inspect backwash valve assemblies for proper operation
- Replace manway gaskets
- Restart system and review for proper operation

---

### **Aquatic Equipment, Mechanical Room & Water Treatment Specialists**

Southern California:  
2221 Standard Avenue  
Santa Ana, CA 92707  
Phone: (714) 754-4044  
Fax: (714) 754-1405

Northern California:  
2021 Las Positas Court, Suite 143  
Livermore, CA 94551  
Phone: (925) 273-0722  
Fax: (925) 273-0726

Northwest:  
303 91<sup>st</sup> Avenue, Suite E502 PMB104  
Lake Stevens, WA 98258  
Phone: (206) 501-1270  
Fax: (425) 610-4040

Texas/Oklahoma:  
4320 Sunbelt Drive  
Addison, TX 75001  
Phone: (972) 732-0306  
Fax: (972) 732-0305

***Strantrol Chemical Control System***

Monthly maintenance of one (1) Impact-CS controller:

- Test operation of the safety flow switch
- Clean sensors
- One-point controller calibration, as needed
- Complete chemical evaluation to confirm proper water balance utilizing both Saturation Index and Ryznar Index
- Provide recommendations to make chemical corrections

Annual maintenance of one (1) Impact-CS controller:

- Two-point controller calibration

***Pulsar® Chlorination System***

Monthly maintenance of one (1) P-IV system:

- Disassemble and inspect Pulsar® chlorinator for proper wear
- Monitor chemical inventory levels (Briquettes, Shock, and Acid)
- Remove and clean injector
- Check chemical discharge tubing for wear

Annual maintenance of one (1) P-IV system:

- Replace Pulsar® solenoid (24 volt) valve
- Replace tank lid switch and emergency shut off valve

Twice-annual maintenance of one (1) P-IV system:

- Replace chemical discharge tubing

***Eko3 Carbon Dioxide Feed System***

Monthly maintenance of one (1) pH-MTS feeder:

- Monitor and log chemical storage tank level
- Fine-tune chemical output to maintain chemical balance

Annual maintenance of one (1) pH-MTS feeder:

- Replace pH-MTS solenoid with factory OEM pH-MTS solenoid

Twice-annual maintenance of one (1) pH-MTS feeder:

- Replace chemical discharge tubing

***SR Smith Aquatic Chair Lift***

Twice-annual maintenance of one (1) 390-2000 Chair Lift:

- Examine lift for any damage, loose or missing hardware
- Confirm all cable connections are properly secured
- Inspect lift frame, mast, support arm and seat assembly for rust
- Cleanse all external metallic surfaces with a warm water and soap
- Rinse with fresh water and wipe down with
- Cleanse all battery connections with a nylon scouring pad
- Clean and spray gear assembly with a heavy-duty rust inhibitor/lubricant
- Grease terminals
- Check battery level
- Test for normal operation

---

**Aquatic Equipment, Mechanical Room & Water Treatment Specialists**

Southern California:  
2221 Standard Avenue  
Santa Ana, CA 92707  
P: (714) 754-4044 F: (714) 754-1405

Northern California:  
2021 Las Positas Court, Suite 143  
Livermore, CA 94551  
P: (925) 273-0722 F: (925) 273-0726

Texas/Oklahoma:  
4320 Sunbelt Drive  
Addison, TX 75001  
P: (972) 732-0306 F: (972) 732-0305

CHS

**SMA Parts Program**

Existing parts storage box replenished with the following parts and will be billed at time of delivery.

- |  |  |
|--|--|
| 3) FP-022-20371 - MANWAY GASKET - EKO3 TANK                | 1) WP-026-00940 - EMERG. SHUT OFF MOUNTING PLATE |
| 1) WP-026-01940 - PULSAR III,IV, & EKO3 PIV SOLENOID VALVE | 1) WP-026-02090 - RUBBER GASKET FOR EMERGENCY    |
| 1) WP-026-00980 - PVC NUT TO ATTACH FLOAT PLAT             | 1) WP-026-01890 - LID SWITCH                     |
| 2) PP-020-00460 - 1/2"OD1/2"NPT TUBE FTNG-MALE             | 1) WP-026-01960 - ELECTRONIC SHUT OFF            |
| 1) PP-020-00494 - 3/8"OD1/4"NPT TUBE FTNG-MALE             | 1) WP-026-00000 - NEW STYLE DISCHARGE VALVE ASSY |
| 2) PP-020-00499 - 1/2"OD1/2"NPT TUBE FTNG-MALE             | 1) WP-113-00013 - 3/8" MINI SOLENOID VALVE       |
| 3) PP-020-00465 - 5/8"OD1/2"NPT TUBE FTNG-MALE             | 1) WP-036-11440B - 100' 3/8" TUBING BLACK        |
| 2) PP-020-00455 - 3/8"OD1/2"NPT TUBE FTNG-MALE             | 2) HP-039-00029 - IGNITER W/ GASKET              |
| 2) PP-020-00453 - 3/8"OD1/4"NPT TUBE FTNG-MALE             | 2) HP-039-00033 - FLAME SENSOR W/ GASKET         |
| 1) PP-057-00369 - 100" 5/8" TUBING WHITE                   | 2) HP-039-05400 - BURNER PLATE, INSULATION, DOOR |
| 1) WP-026-02090 - RUBBER GASKET FOR EMERGENCY              | 2) HP-039-07813 - BURNER GASKET                  |
| 1) WP-026-00950 - EMERG. SHUT OFF VALVE W/ARM              |  |

**\*Please Note:** This proposal and its relevant costing is in compliance with the State of California, SB-854 effective March 1<sup>st</sup> 2015, specifying all vendors and its workers employed to work on public works projects performing repair, maintenance, service, installation, etc.; must be paid a prevailing wage. The actual wage amount is determined by the Director of the Department of Industrial Relations (DIR) according to the type of work performed, and the specific county where the work is performed. All vendors must comply with this law.

**Annual Maintenance Cost: \$13,512.00 ✓**

**1 Payment (all parts): \$1,696.92**

**Monthly Service Payment: \$984.59**

- KSI Technicians are nationally certified AFO/CPO's
- KSI Technicians are manufacturer certified and carry current equipment certifications
- KSI utilizes OEM parts for required repairs / maintenance

*[Handwritten signature]*

The facility needs to provide all chemicals on an as needed basis including ancillary chemicals to maintain proper water balance, such as sodium bicarbonate and calcium chloride. Knorr Systems is able to provide these chemicals, please contact us for a quote.

This proposal includes labor, materials, testing equipment, travel and standard parts necessary to perform the stated scope of work. It does not include any additional parts or labor if other repairs or equipment replacement is required. Any additional materials or work will be quoted as applicable.

**Terms and Conditions**

- Payments based on a fulfillment of 12 (twelve) service visits over a 12-month period
- Signed agreement is to be submitted to KSI prior to 06/30/2020 to start at the beginning of customer's fiscal year.
- Agreements signed and submitted on or after 07/10/2020 will be valid only for the remainder of customer's 2020-2021 fiscal year and will affect the monthly rate. An amendment to the agreement will be provided to the customer at that time with the new monthly rate.
- Signed agreements will begin and scheduled within 21 calendar days (3 weeks) of receipt of signed agreement and purchase order.
- Payment Terms: Net 30 days from date of invoice, subject to approval of credit
- Interest: 18% APR is charged on all past due invoices
- Cancelled visits are subject to 100% of monthly cost plus a \$150.00 cancellation fee

**Aquatic Equipment, Mechanical Room & Water Treatment Specialists**

Southern California:  
2221 Standard Avenue  
Santa Ana, CA 92707  
P: (714) 754-4044 F: (714) 754-1405

Northern California:  
2021 Las Positas Court, Suite 143  
Livermore, CA 94551  
P: (925) 273-0722 F: (925) 273-0726

Texas/Oklahoma:  
4320 Sunbelt Drive  
Addison, TX 75001  
P: (972) 732-0306 F: (972) 732-0305

Ms. Linda Carlton  
CAPUCHINO HIGH SCHOOL  
May 14, 2020  
Page 4 of 4

If you have any questions or concerns, please feel free to contact me by phone at (714) 754-4044 extension 114 or by email at [ginat@knorrsystems.com](mailto:ginat@knorrsystems.com).

Best regards,



Gina Torres  
Service Maintenance & Administrative Specialist  
KNORR SYSTEMS, INC.



\_\_\_\_\_  
Authorized Signature

DIR Job Number: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Purchase Order #: \_\_\_\_\_

\_\_\_\_\_  
Date

Proposed dates of service: Jul 1, 2020 – Jun 30, 2021

*Confidentiality Notice: This proposal and the information contained within is the private confidential property of KSI. It is intended solely for the use, benefit, and information of the recipient noted above. Any copy, dissemination, or distribution is strictly prohibited.*

---

**Aquatic Equipment, Mechanical Room & Water Treatment Specialists**

Southern California:  
2221 Standard Avenue  
Santa Ana, CA 92707  
P: (714) 754-4044 F: (714) 754-1405

Northern California:  
2021 Las Positas Court, Suite 143  
Livermore, CA 94551  
P: (925) 273-0722 F: (925) 273-0726

Texas/Oklahoma:  
4320 Sunbelt Drive  
Addison, TX 75001  
P: (972) 732-0306 F: (972) 732-0305



# KNORR SYSTEMS, INC.

A **PLAYCORE** Company

May 14, 2020

Ms. Linda Carlton  
SAN MATEO UNION HIGH SCHOOL DISTRICT  
3115 de Monte Street  
San Mateo, CA 94403

Re: Hillsdale High School Swimming Pool Equipment Monthly Scheduled Maintenance

Dear Ms. Carlton,

Thank you for your continued trust in Knorr Systems. Below is our \*(DIR) compliant proposal for the monthly scheduled maintenance for your swimming pool equipment at Hillsdale High School. Our services are designed to assist your facility maintain system operations and proper water chemistry. Preventing aggressive water, which can deteriorate equipment, will help preserve equipment warranties and life expectancy.

### ***Eko<sup>3</sup> High Rate Filtration System***

Monthly maintenance of one (1) Eko-42-200-3 (3 tanks) system:

- Backwash filtration system, as needed
- Review backwash performance to confirm proper operation and efficiency
- Monitor and log filtration, influent & effluent pressure
- Monitor and log filtration flow-rate

Annual maintenance of one (1) Eko-42-200-3 (3 tanks) system:

- Drain filter tanks and remove manway covers to inspect tank internal components
- Inspect media throughout the filters for proper consistency, contamination and flatness
- Install cleaned manway covers, fill tanks and bleed air from the system
- Inspect backwash valve assemblies for proper operation
- Replace manway gaskets
- Restart system and review for proper operation

### ***Strantrol Chemical Control System***

Monthly maintenance of one (1) Impact-CS controller:

- Test operation of the safety flow switch
- Clean sensors
- One-point controller calibration, as needed
- Complete chemical evaluation to confirm proper water balance utilizing both Saturation Index and Ryznar Index
- Provide recommendations to make chemical corrections

Annual maintenance of one (1) Impact-CS controller:

- Two-point controller calibration

### ***Smart Pump Control System***

Twice-annual maintenance of one (1) SPCS system:

- Torque terminal connections to manufacturer recommendations
- Inspect and clean air intake element
- Perform operational test and verify proper system operation
- Wipe down the cabinet and remove any loose materials

### ***Pulsar<sup>®</sup> Chlorination System***

Monthly maintenance of one (1) P-IV system:

- Disassemble and inspect Pulsar<sup>®</sup> chlorinator for proper wear
- Monitor chemical inventory levels (Briquettes, Shock, and Acid)
- Remove and clean injector
- Check chemical discharge tubing for wear

---

#### **Aquatic Equipment, Mechanical Room & Water Treatment Specialists**

Southern California:  
2221 Standard Avenue  
Santa Ana, CA 92707  
P: (714) 754-4044 F: (714) 754-1405

Northern California:  
2021 Las Positas Court, Suite 143  
Livermore, CA 94551  
P: (925) 273-0722 F: (925) 273-0726

Texas/Oklahoma:  
4320 Sunbelt Drive  
Addison, TX 75001  
P: (972) 732-0306 F: (972) 732-0305



HHS

**Pulsar® Chlorination System - continued**

Annual maintenance of one (1) P-IV system:

- Replace Pulsar® solenoid (24 volt) valve
- Replace tank lid switch and emergency shut off valve

Twice-annual maintenance of one (1) P-IV system:

- Replace chemical discharge tubing

**Eko3 Carbon Dioxide Feed System**

Monthly maintenance of one (1) pH-MTS feeder:

- Monitor and log chemical storage tank level
- Fine-tune chemical output to maintain chemical balance

Annual maintenance of one (1) pH-MTS feeder:

- Replace pH-MTS solenoid with factory OEM pH-MTS solenoid

Twice-annual maintenance of one (1) pH-MTS feeder:

- Replace chemical discharge tubing

**SR Smith Aquatic Chair Lift**

Twice-annual maintenance of one (1) 390-2000 Chair Lift:

- Examine lift for any damage, loose or missing hardware
- Confirm all cable connections are properly secured
- Inspect lift frame, mast, support arm and seat assembly for rust
- Cleanse all external metallic surfaces with a warm water and soap
- Rinse with fresh water and wipe down with
- Cleanse all battery connections with a nylon scouring pad
- Clean and spray gear assembly with a heavy-duty rust inhibitor/lubricant
- Grease terminals
- Check battery level
- Test for normal operation

**SMA Parts Program**

Existing parts storage box replenished with the following parts and will be billed at time of delivery.

- |  |  |
|--|--|
| 3) FP-022-20371 - MANWAY GASKET - EKO3 TANK                | 1) WP-026-02090 - RUBBER GASKET FOR EMERGENCY    |
| 1) WP-026-01940 - PULSAR III,IV, & EKO3 PIV SOLENOID VALVE | 1) WP-026-00950 - EMERG. SHUT OFF VALVE W/ARM    |
| 1) WP-026-00980 - PVC NUT TO ATTACH FLOAT PLAT             | 1) WP-026-00940 - EMERG. SHUT OFF MOUNTING PLATE |
| 2) PP-020-00460 - 1/2"OD1/2"NPT TUBE FTNG-MALE             | 1) WP-026-02090 - RUBBER GASKET FOR EMERGENCY    |
| 1) PP-020-00494 - 3/8"OD1/4"NPT TUBE FTNG-MALE             | 1) WP-026-01890 - LID SWITCH                     |
| 2) PP-020-00499 - 1/2"OD1/2"NPT TUBE FTNG-MALE             | 1) WP-026-01960 - ELECTRONIC SHUT OFF            |
| 3) PP-020-00465 - 5/8"OD1/2"NPT TUBE FTNG-MALE             | 1) WP-026-00000 - NEW STYLE DISCHARGE VALVE ASSY |
| 2) PP-020-00455 - 3/8"OD1/2"NPT TUBE FTNG-MALE             | 1) WP-113-00013 - 3/8" MINI SOLENOID VALVE       |
| 2) PP-020-00453 - 3/8"OD1/4"NPT TUBE FTNG-MALE             | 1) WP-036-11440B - 100' 3/8" TUBING BLACK        |
| 1) PP-057-00369 - 100" 5/8" TUBING WHITE                   |  |

**\*Please Note:** This proposal and its relevant costing is in compliance with the State of California, SB-854 effective March 1<sup>st</sup> 2015, specifying all vendors and its workers employed to work on public works projects performing repair, maintenance, service, installation, etc.; must be paid a prevailing wage. The actual wage amount is determined by the Director of the Department of Industrial Relations (DIR) according to the type of work performed, and the specific county where the work is performed. All vendors must comply with this law.

**Annual Maintenance Cost: \$12,732.00 ✓**  
**1 Payment (all parts): \$1,404.60**  
**Monthly Service Payment: \$943.95**

**Aquatic Equipment, Mechanical Room & Water Treatment Specialists**

Southern California:  
2221 Standard Avenue  
Santa Ana, CA 92707  
P: (714) 754-4044 F: (714) 754-1405

Northern California:  
2021 Las Positas Court, Suite 143  
Livermore, CA 94551  
P: (925) 273-0722 F: (925) 273-0726

Texas/Oklahoma:  
4320 Sunbelt Drive  
Addison, TX 75001  
P: (972) 732-0306 F: (972) 732-0305

- KSI Technicians are nationally certified AFO/CPO's
- KSI Technicians are manufacturer certified and carry current equipment certifications
- KSI utilizes OEM parts for required repairs / maintenance

The facility needs to provide all chemicals on an as needed basis including ancillary chemicals to maintain proper water balance, such as sodium bicarbonate and calcium chloride. Knorr Systems is able to provide these chemicals, please contact us for a quote.

This proposal includes labor, materials, testing equipment, travel and standard parts necessary to perform the stated scope of work. It does not include any additional parts or labor if other repairs or equipment replacement is required. Any additional materials or work will be quoted as applicable.

#### Terms and Conditions

- Payments based on a fulfillment of 12 (twelve) service visits over a 12-month period
- Signed agreement is to be submitted to KSI prior to 06/30/2020 to start at the beginning of customer's fiscal year.
- Agreements signed and submitted on or after 07/10/2020 will be valid only for the remainder of customer's 2020-2021 fiscal year and will affect the monthly rate. An amendment to the agreement will be provided to the customer at that time with the new monthly rate.
- Signed agreements will begin and scheduled within 21 calendar days (3 weeks) of receipt of signed agreement and purchase order.
- Payment Terms: Net 30 days from date of invoice, subject to approval of credit
- Interest: 18% APR is charged on all past due invoices
- Cancelled visits are subject to 100% of monthly cost plus a \$150.00 cancellation fee

If you have any questions or concerns, please feel free to contact me by phone at (714) 754-4044 extension 114 or by email at ginat@knorrsystems.com.

Best regards,



Gina Torres  
Service Maintenance & Administrative Specialist  
KNORR SYSTEMS, INC.



\_\_\_\_\_  
Authorized Signature

DIR Job Number: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Purchase Order #: \_\_\_\_\_

\_\_\_\_\_  
Date

Proposed dates of service: Jul 1, 2020 – Jun 30, 2021

*Confidentiality Notice: This proposal and the information contained within is the private confidential property of KSI. It is intended solely for the use, benefit, and information of the recipient noted above. Any copy, dissemination, or distribution is strictly prohibited.*

#### Aquatic Equipment, Mechanical Room & Water Treatment Specialists

Southern California:  
2221 Standard Avenue  
Santa Ana, CA 92707  
P: (714) 754-4044 F: (714) 754-1405

Northern California:  
2021 Las Positas Court, Suite 143  
Livermore, CA 94551  
P: (925) 273-0722 F: (925) 273-0726

Texas/Oklahoma:  
4320 Sunbelt Drive  
Addison, TX 75001  
P: (972) 732-0306 F: (972) 732-0305





# KNORR SYSTEMS, INC.

A **PLAYCORE** Company

May 14, 2020

Ms. Linda Carlton  
SAN MATEO UNION HIGH SCHOOL DISTRICT  
400 Murchiso Drive  
Millbrae, CA 94030

Re: Mills High School Swimming Pool Equipment Monthly Scheduled Maintenance

Dear Ms. Carlton,

Thank you for your continued trust in Knorr Systems. Below is our \*(DIR) compliant proposal for the monthly scheduled maintenance for your swimming pool equipment at Mills High School. Our services are designed to assist your facility maintain system operations and proper water chemistry. Preventing aggressive water, which can deteriorate equipment, will help preserve equipment warranties and life expectancy.

### ***Eko<sup>3</sup> High Rate Filtration System***

Monthly maintenance of one (1) Eko-42-225-3 (3 tanks) system:

- Backwash filtration system, as needed
- Review backwash performance to confirm proper operation and efficiency
- Monitor and log filtration, influent & effluent pressure
- Monitor and log filtration flow-rate

Annual maintenance of one (1) Eko-42-225-3 (3 tanks) system:

- Drain filter tanks and remove manway covers to inspect tank internal components
- Inspect media throughout the filters for proper consistency, contamination and flatness
- Install cleaned manway covers, fill tanks and bleed air from the system
- Inspect backwash valve assemblies for proper operation
- Replace manway gaskets
- Restart system and review for proper operation

### ***Stranrol Chemical Control System***

Monthly maintenance of one (1) Impact-CS controller:

- Test operation of the safety flow switch
- Clean sensors
- One-point controller calibration, as needed
- Complete chemical evaluation to confirm proper water balance utilizing both Saturation Index and Ryznar Index
- Provide recommendations to make chemical corrections

Annual maintenance of one (1) Impact-CS controller:

- Two-point controller calibration

### ***Smart Pump Control System***

Twice-annual maintenance of one (1) SPCS system:

- Torque terminal connections to manufacturer recommendations
- Inspect and clean air intake element
- Perform operational test and verify proper system operation
- Wipe down the cabinet and remove any loose materials

### ***Pulsar<sup>®</sup> Chlorination System***

Monthly maintenance of one (1) P-IV system:

- Disassemble and inspect Pulsar<sup>®</sup> chlorinator for proper wear
- Monitor chemical inventory levels (Briquettes, Shock, and Acid)
- Remove and clean injector
- Check chemical discharge tubing for wear

---

### **Aquatic Equipment, Mechanical Room & Water Treatment Specialists**

Southern California:  
2221 Standard Avenue  
Santa Ana, CA 92707  
P: (714) 754-4044 F: (714) 754-1405

Northern California:  
2021 Las Positas Court, Suite 143  
Livermore, CA 94551  
P: (925) 273-0722 F: (925) 273-0726

Texas/Oklahoma:  
4320 Sunbelt Drive  
Addison, TX 75001  
P: (972) 732-0306 F: (972) 732-0305

MHS

**Pulsar® Chlorination System - continued**

Annual maintenance of one (1) P-IV system:

- Replace Pulsar® solenoid (24 volt) valve
- Replace tank lid switch and emergency shut off valve

Twice-annual maintenance of one (1) P-IV system:

- Replace chemical discharge tubing

**Eko3 Carbon Dioxide Feed System**

Monthly maintenance of one (1) pH-MTS feeder:

- Monitor and log chemical storage tank level
- Fine-tune chemical output to maintain chemical balance

Annual maintenance of one (1) pH-MTS feeder:

- Replace pH-MTS solenoid with factory OEM pH-MTS solenoid

Twice-annual maintenance of one (1) pH-MTS feeder:

- Replace chemical discharge tubing

**SR Smith Aquatic Chair Lift**

Twice-annual maintenance of one (1) 390-2000 Chair Lift:

- Examine lift for any damage, loose or missing hardware
- Confirm all cable connections are properly secured
- Inspect lift frame, mast, support arm and seat assembly for rust
- Cleanse all external metallic surfaces with a warm water and soap
- Rinse with fresh water and wipe down with
- Cleanse all battery connections with a nylon scouring pad
- Clean and spray gear assembly with a heavy-duty rust inhibitor/lubricant
- Grease terminals
- Check battery level
- Test for normal operation

**SMA Parts Program**

Existing parts storage box replenished with the following parts and will be billed at time of delivery.

- |  |  |
|--|--|
| 3) FP-022-20371 - MANWAY GASKET - EKO3 TANK                | 1) WP-026-02090 - RUBBER GASKET FOR EMERGENCY    |
| 1) WP-026-01940 - PULSAR III,IV, & EKO3 PIV SOLENOID VALVE | 1) WP-026-00950 - EMERG. SHUT OFF VALVE W/ARM    |
| 1) WP-026-00980 - PVC NUT TO ATTACH FLOAT PLAT             | 1) WP-026-00940 - EMERG. SHUT OFF MOUNTING PLATE |
| 2) PP-020-00460 - 1/2"OD1/2"NPT TUBE FTNG-MALE             | 1) WP-026-02090 - RUBBER GASKET FOR EMERGENCY    |
| 1) PP-020-00494 - 3/8"OD1/4"NPT TUBE FTNG-MALE             | 1) WP-026-01890 - LID SWITCH                     |
| 2) PP-020-00499 - 1/2"OD1/2"NPT TUBE FTNG-MALE             | 1) WP-026-01960 - ELECTRONIC SHUT OFF            |
| 3) PP-020-00465 - 5/8"OD1/2"NPT TUBE FTNG-MALE             | 1) WP-026-00000 - NEW STYLE DISCHARGE VALVE ASSY |
| 2) PP-020-00455 - 3/8"OD1/2"NPT TUBE FTNG-MALE             | 1) WP-113-00013 - 3/8" MINI SOLENOID VALVE       |
| 2) PP-020-00453 - 3/8"OD1/4"NPT TUBE FTNG-MALE             | 1) WP-036-11440B - 100' 3/8" TUBING BLACK        |
| 1) PP-057-00369 - 100' 5/8" TUBING WHITE                   |  |

**\*Please Note:** This proposal and its relevant costing is in compliance with the State of California, SB-854 effective March 1<sup>st</sup> 2015, specifying all vendors and its workers employed to work on public works projects performing repair, maintenance, service, installation, etc.; must be paid a prevailing wage. The actual wage amount is determined by the Director of the Department of Industrial Relations (DIR) according to the type of work performed, and the specific county where the work is performed. All vendors must comply with this law.

**Annual Maintenance Cost: \$12,744.00**  
**1 Payment (all parts): \$1,404.60**  
**Monthly Service Payment: \$944.95**

**Aquatic Equipment, Mechanical Room & Water Treatment Specialists**

Southern California:  
2221 Standard Avenue  
Santa Ana, CA 92707  
P: (714) 754-4044 F: (714) 754-1405

Northern California:  
2021 Las Positas Court, Suite 143  
Livermore, CA 94551  
P: (925) 273-0722 F: (925) 273-0726

Texas/Oklahoma:  
4320 Sunbelt Drive  
Addison, TX 75001  
P: (972) 732-0306 F: (972) 732-0305

- KSI Technicians are nationally certified AFO/CPO's
- KSI Technicians are manufacturer certified and carry current equipment certifications
- KSI utilizes OEM parts for required repairs / maintenance

MHS

The facility needs to provide all chemicals on an as needed basis including ancillary chemicals to maintain proper water balance, such as sodium bicarbonate and calcium chloride. Knorr Systems is able to provide these chemicals, please contact us for a quote.

This proposal includes labor, materials, testing equipment, travel and standard parts necessary to perform the stated scope of work. It does not include any additional parts or labor if other repairs or equipment replacement is required. Any additional materials or work will be quoted as applicable.

#### Terms and Conditions

- Payments based on a fulfillment of 12 (twelve) service visits over a 12-month period
- Signed agreement is to be submitted to KSI prior to 06/30/2020 to start at the beginning of customer's fiscal year.
- Agreements signed and submitted on or after 07/10/2020 will be valid only for the remainder of customer's 2020-2021 fiscal year and will affect the monthly rate. An amendment to the agreement will be provided to the customer at that time with the new monthly rate.
- Signed agreements will begin and scheduled within 21 calendar days (3 weeks) of receipt of signed agreement and purchase order.
- Payment Terms: Net 30 days from date of invoice, subject to approval of credit
- Interest: 18% APR is charged on all past due invoices
- Cancelled visits are subject to 100% of monthly cost plus a \$150.00 cancellation fee

If you have any questions or concerns, please feel free to contact me by phone at (714) 754-4044 extension 114 or by email at ginat@knorrsystems.com.

Best regards,



Gina Torres  
Service Maintenance & Administrative Specialist  
KNORR SYSTEMS, INC.



\_\_\_\_\_  
Authorized Signature

DIR Job Number: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Purchase Order #: \_\_\_\_\_

\_\_\_\_\_  
Date

Proposed dates of service: Jul 1, 2020 – Jun 30, 2021

**Confidentiality Notice:** This proposal and the information contained within is the private confidential property of KSI. It is intended solely for the use, benefit, and information of the recipient noted above. Any copy, dissemination, or distribution is strictly prohibited.

#### Aquatic Equipment, Mechanical Room & Water Treatment Specialists

Southern California:  
2221 Standard Avenue  
Santa Ana, CA 92707  
P: (714) 754-4044 F: (714) 754-1405

Northern California:  
2021 Las Positas Court, Suite 143  
Livermore, CA 94551  
P: (925) 273-0722 F: (925) 273-0726

Texas/Oklahoma:  
4320 Sunbelt Drive  
Addison, TX 75001  
P: (972) 732-0306 F: (972) 732-0305



# KNORR SYSTEMS, INC.

A **PLAYCORE** Company

May 14, 2020

Ms. Linda Carlton  
SAN MATEO UNION HIGH SCHOOL DISTRICT  
506 North Delaware Street  
San Mateo, CA 94401

Re: San Mateo High School Swimming Pool Equipment Monthly Scheduled Maintenance

Dear Ms. Carlton,

Thank you for your continued trust in Knorr Systems. Below is our \*(DIR) compliant proposal for the monthly scheduled maintenance for your swimming pool equipment at San Mateo High School. Our services are designed to assist your facility maintain system operations and proper water chemistry. Preventing aggressive water, which can deteriorate equipment, will help preserve equipment warranties and life expectancy.

### ***Lochinvar Aquas Swimming Pool Heating System***

Annual maintenance of one (1) XPN1002 heater:

- Monitor and log heater inlet, outlet and delta temperature
- Inspect flame and heat exchanger
- Inspect bypass manifold for leaks
- Remove front panel for inspection and cleaning
- Remove and clean heater blower with compressed air
- Remove and clean burners, re-install with new burner gaskets
- Test and set gas manifold pressure, combustion air cabinet pressures and measure vent draft
- Test relief valves and expansion tank for proper operation
- Test and set inlet water temperature and delta temperature
- Drain and fill hydronic loop
- Disassemble heat exchanger and inspect tube bundle
- Complete chemical evaluation to confirm proper water balance
- Provide recommendations for chemical corrections

### ***Eko<sup>3</sup> High Rate Filtration System***

Monthly maintenance of one (1) Eko-4-200-2 (2 tanks) system:

- Backwash filtration system, as needed
- Review backwash performance to confirm proper operation and efficiency
- Monitor and log filtration, influent & effluent pressure
- Monitor and log filtration flow-rate

Annual maintenance of one (1) Eko-4-200-2 (2 tanks) system:

- Drain filter tanks and remove manway covers to inspect tank internal components
- Inspect media throughout the filters for proper consistency, contamination and flatness
- Install cleaned manway covers, fill tanks and bleed air from the system
- Inspect backwash valve assemblies for proper operation
- Replace manway gaskets
- Restart system and review for proper operation

---

#### **Aquatic Equipment, Mechanical Room & Water Treatment Specialists**

Southern California:  
2221 Standard Avenue  
Santa Ana, CA 92707  
P: (714) 754-4044 F: (714) 754-1405

Northern California:  
2021 Las Positas Court, Suite 143  
Livermore, CA 94551  
P: (925) 273-0722 F: (925) 273-0726

Texas/Oklahoma:  
4320 Sunbelt Drive  
Addison, TX 75001  
P: (972) 732-0306 F: (972) 732-0305

**BECS Chemical Control System**

Monthly maintenance of one (1) BECSys7 controller:

- Test operation of the safety flow switch
- Clean sensors
- One-point controller calibration, as needed
- Complete chemical evaluation to confirm proper water balance utilizing both Saturation Index and Ryznar Index
- Provide recommendations to make chemical corrections

Annual maintenance of one (1) BECSys7 controller:

- Two-point controller calibration

**Smart Pump Control System**

Twice-annual maintenance of one (1) SPCS system:

- Torque terminal connections to manufacturer recommendations
- Inspect and clean air intake element
- Perform operational test and verify proper system operation
- Wipe down the cabinet and remove any loose materials

**LMI Chemical Feed Systems**

Monthly maintenance of two (2) C771-26S pumps:

- Remove and clean chlorine injector to remove any calcification or buildup
- Fine-tune chemical output to maintain chemical balance
- Inspect suction and discharge tubing for wear
- Monitor and log chemical storage tank level

Annual maintenance of two (2) C771-26S pumps:

- Disassemble pump wet-end for cleaning and overhaul with factory overhaul kit

Twice-annual maintenance of two (2) C771-26S pumps:

- Replace chemical suction and discharge tubing

**SR Smith Aquatic Chair Lift**

Twice-annual maintenance of one (1) 390-2000 Chair Lift:

- Examine lift for any damage, loose or missing hardware
- Confirm all cable connections are properly secured
- Inspect lift frame, mast, support arm and seat assembly for rust
- Cleanse all external metallic surfaces with a warm water and soap
- Rinse with fresh water and wipe down with
- Cleanse all battery connections with a nylon scouring pad
- Clean and spray gear assembly with a heavy-duty rust inhibitor/lubricant
- Grease terminals
- Check battery level
- Test for normal operation

**SMA Parts Program**

Existing parts storage box replenished with the following parts and will be billed at time of delivery.

- |  |  |
|--|--|
| 2) FP-022-20371 – MANWAY GASKET - CHANNEL        | 2) HP-039-05400 - BURNER PLATE, INSULATION, DOOR FIB2146 |
| 2) HP-039-07813 - BURNER GASKET                  | 2) WP-036-11240 - SP-26 26S SERIES LIQUIDEND             |
| 2) HP-039-00029 - IGNITER W/ GASKET PLT30000     | 1) WP-036-11425B - 100' 3/8" TUBING WHITE                |
| 2) HP-039-00033 - FLAME SENSOR W/ GASKET PLT3023 | 1) WP-036-11430B - 100' 1/2" TUBING WHITE                |

**\*Please Note:** This proposal and its relevant costing is in compliance with the State of California, SB-854 effective March 1<sup>st</sup> 2015, specifying all vendors and its workers employed to work on public works projects performing repair, maintenance, service, installation, etc.; must be paid a prevailing wage. The actual wage amount is determined by the Director of the Department of Industrial Relations (DIR) according to the type of work performed, and the specific county where the work is performed. All vendors must comply with this law.

---

**Aquatic Equipment, Mechanical Room & Water Treatment Specialists**

Southern California:  
2221 Standard Avenue  
Santa Ana, CA 92707  
Phone: (714) 754-4044  
Fax: (714) 754-1405

Northern California:  
2021 Las Positas Court, Suite 143  
Livermore, CA 94551  
Phone: (925) 273-0722  
Fax: (925) 273-0726

Northwest:  
303 91<sup>st</sup> Avenue, Suite E502 PMB104  
Lake Stevens, WA 98258  
Phone: (206) 501-1270  
Fax: (425) 610-4040

Texas/Oklahoma:  
4320 Sunbelt Drive  
Addison, TX 75001  
Phone: (972) 732-0306  
Fax: (972) 732-0305



SMHS

**Annual Maintenance Cost: \$11,436.00 ✓**  
**1 Payment (all parts): \$1,103.28**  
**Monthly Service Payment: \$861.06**

- KSI Technicians are nationally certified AFO/CPO's
- KSI Technicians are manufacturer certified and carry current equipment certifications
- KSI utilizes OEM parts for required repairs / maintenance

The facility needs to provide all chemicals on an as needed basis including ancillary chemicals to maintain proper water balance, such as sodium bicarbonate and calcium chloride. Knorr Systems is able to provide these chemicals, please contact us for a quote.

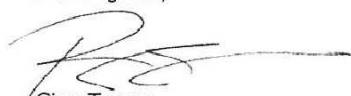
This proposal includes labor, materials, testing equipment, travel and standard parts necessary to perform the stated scope of work. It does not include any additional parts or labor if other repairs or equipment replacement is required. Any additional materials or work will be quoted as applicable.

#### Terms and Conditions

- Payments based on a fulfillment of 12 (twelve) service visits over a 12-month period
- Signed agreement is to be submitted to KSI prior to 06/30/2020 to start at the beginning of customer's fiscal year.
- Agreements signed and submitted on or after 07/10/2020 will be valid only for the remainder of customer's 2020-2021 fiscal year and will affect the monthly rate. An amendment to the agreement will be provided to the customer at that time with the new monthly rate.
- Signed agreements will begin and scheduled within 21 calendar days (3 weeks) of receipt of signed agreement and purchase order.
- Payment Terms: Net 30 days from date of invoice, subject to approval of credit
- Interest: 18% APR is charged on all past due invoices
- Cancelled visits are subject to 100% of monthly cost plus a \$150.00 cancellation fee

If you have any questions or concerns, please feel free to contact me by phone at (714) 754-4044 extension 114 or by email at ginat@knorrsystems.com.

Best regards,



Gina Torres  
Service Maintenance & Administrative Specialist  
KNORR SYSTEMS, INC.



\_\_\_\_\_  
Authorized Signature

DIR Job Number: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Purchase Order #: \_\_\_\_\_

\_\_\_\_\_  
Date

Proposed dates of service: Jul 1, 2020 – Jun 30, 2021

**Confidentiality Notice:** This proposal and the information contained within is the private confidential property of KSI. It is intended solely for the use, benefit, and information of the recipient noted above. Any copy, dissemination, or distribution is strictly prohibited.

#### Aquatic Equipment, Mechanical Room & Water Treatment Specialists

Southern California:  
2221 Standard Avenue  
Santa Ana, CA 92707  
Phone: (714) 754-4044  
Fax: (714) 754-1405

Northern California:  
2021 Las Positas Court, Suite 143  
Livermore, CA 94551  
Phone: (925) 273-0722  
Fax: (925) 273-0726

Northwest:  
303 91<sup>st</sup> Avenue, Suite E502 PMB104  
Lake Stevens, WA 98258  
Phone: (206) 501-1270  
Fax: (425) 610-4040

Texas/Oklahoma:  
4320 Sunbelt Drive  
Addison, TX 75001  
Phone: (972) 732-0306  
Fax: (972) 732-0305

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR BOARD APPROVAL (Over 25K)

To: Board of Trustees

Date: 06/03/2020

From: Sonia Gill

---

Site(s) or Department: Special Education

Number of Quotes: 1

Vendor/Contractor: National Equity Project (NEP)

Reason for proposal:  
National Equity Project contract for 2020-21

Certificate of Insurance: n/a

Contract Amount: \$45,000

Funding Source: SIG DIS

Approved by:

Sonia Gill 06/03/2020 Anna Tang 06/03/2020

Personnel who oversees Site/Department budget

Vanessa Castano 06/16/2020

Manager of Capital Facilities and Purchasing

Valerie Miller 06/16/2020

Director of Budget and Fiscal Services



## PROFESSIONAL SERVICES CONTRACT

### Contract Summary

**Client:** San Mateo Union High School District

**Client Contact:** Julia Kempkey

**NEP Project Lead:** Heidi Gill

**Project Duration:** July 1, 2020 to June 30, 2021

**Contract Amount:** \$45,000.00

### Contract Agreement

This Agreement is made this **June 2, 2020**, between the National Equity Project ("The Project") and **San Mateo Union High School District** ("CLIENT"), regarding services to be provided by The National Equity Project.

1. The National Equity Project agrees to provide CLIENT with services, as detailed in Attachment A, "Scope of Work," in exchange for total fees of \$45,000.00, for the time period July 1, 2020 to June 30, 2021. This may be amended in writing or supplemented with subsequent estimates for services to be rendered by The Project and agreed to by the CLIENT.
2. CLIENT will not be invoiced for any out-of-pocket expenses incurred in connection with the performance of the duties hereunder
3. During the term of this Agreement, all service fees will be billed to the CLIENT in four installments. The first billing will be upon execution of this agreement. The final billing will occur at the end of the contract or when work is completed, whichever is earlier. See anticipated billing schedule below. Any expenses, if being billed back to CLIENT, will be invoiced as incurred.

Billing Schedule
Upon Contract Execution
October 2020
February 2021
June 2021

If expenses are being billed back to the CLIENT as actuals, any expenses bill be billed as incurred.

**CLIENT will pay The Project within 30 days of receipt of invoice. If payment is not received by The Project within 30 days of sending invoice, the account will be deemed delinquent.**

4. Should CLIENT seek services beyond the Scope of Work from The Project, the parties may negotiate an additional and/or amended Scope of Work. Any such amendment/





extension of this Agreement shall require the written agreement of both CLIENT and The Project.

#### **Client Agreements:**

5. CLIENT will allocate appropriate time and human resources to permit The Project to complete the work outlined in the Scope of Work. CLIENT staff will actively participate in The Project events, hosting and/or attending site visits and peer reviews, and sharing information with audiences as appropriate.
6. CLIENT will participate in National Equity Project research and evaluation efforts including, but not limited to, data collection, surveys, and/or focus groups, and, if requested, will provide National Equity Project with current organizational data, such as staffing, enrollment or school demographics, if applicable.
7. CLIENT agrees to indemnify, defend, and hold harmless The Project, its employees, Board of Trustees, agents and affiliates from all liabilities, losses, claims and damages of any kind, including, without limitation, all consequential damages and expenses (including attorney fees), arising from or in any way connected to any services and operations provided under this Agreement, except for those losses/claims arising from the sole negligence or willful misconduct of The Project and its employees. It is understood and agreed that such indemnity shall survive the termination of this Agreement.
8. CLIENT agrees to provide attribution to the National Equity Project should they choose to reproduce or distribute any materials developed, created, or provided by the National Equity Project.
9. CLIENT may terminate this Agreement with thirty (30) days written notice. CLIENT will be responsible for paying the Project any fees and expenses incurred through the termination date. Should the CLIENT decide to cancel a deliverable (e.g., a session, institute, document, etc.), that had been scheduled prior to the Project receiving written notice and that falls within the thirty (30) days, CLIENT shall be invoiced for the fees incurred for the canceled deliverable through the receipt date of the notice, along with any expenses, if being billed back to the client.

#### **National Equity Project Agreements:**

10. The Project will allocate appropriate time and human resources to complete the work outlined in the Scope of Work.
11. The Project may terminate this Agreement with thirty (30) days written notice. If the Agreement is terminated by The Project, The Project will present CLIENT with a report outlining work completed through the date of termination.



**Mutual Contract Agreements:**

12. Notices: Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail. Notices shall be directed to the following addresses:

**Client:** San Mateo Union High School District  
Attn: Julia Kempkey  
650 North Delaware Street  
San Mateo, CA 94401

**The Project:** National Equity Project  
Attn: Finance Dept.  
1720 Broadway, 4<sup>th</sup> Floor  
Oakland, CA 94612

13. Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the State of California.

14. Complete Agreement: It is mutually understood and agreed that this Agreement constitutes the entire agreement between the parties (other than the Scope of Work) on the subjects encompassed herein; that all prior agreements, oral or written, are expressly superseded; and that no changes or modifications to the terms of this Agreement shall be valid unless made in writing and signed by both parties.

15. Partial Invalidity: If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

16. Authority: Each person signing below represents and warrants that he/she is authorized to enter into this Agreement and to commit his/her organization to its terms. This Agreement may be executed in counterparts and is effective upon the signature of the document by all parties hereto. This Agreement may be enforced by specific performance or by any other available means.

17. Contract summary and headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

**Please direct billing and invoice related questions to:**

**Client Billing Contact:**

\BII\ToName\_2\      \BII\ToTitle\_2\

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Title

**NEP Billing Contact:**

\_\_\_\_\_  
NEP Finance Department

\BII\ToStreet\_2\

\_\_\_\_\_  
1720 Broadway, 4<sup>th</sup> Floor



---

Address

---

\BillToCity\_2\ \BillToState\_2\ \BillToZip\_2\

---

City, State, Zip

---

Oakland, CA 94612

---

\BillToPhone\_2\

---

Phone Number

---

510-208-0160 EXT 343

---

\BillToEmail\_2\

---

Email

---

billing@nationalequityproject.org

## SIGNATURES

### National Equity Project:

---

DocuSigned by:

---

Lisa Lasky

---

A952539CFD9342A

---

Lisa Lasky - Director

---

6/2/2020

---

Date

---

Internal NEP Review Completed:

---

Ds  
HG

---

Heidi Gill

### Client:

The CLIENT represents that it has full power and authority to enter into this Agreement and that is binding upon the Client and enforceable in accordance with its terms.

---

\s2\

---

Client Signature

---

\d2\

---

Date

---

Julia Kempkey

---

Client Name

---

\t2\

---

Title

**Attachment A: Proposal & Scope of Work**  
[See following page.]



# PROPOSAL FOR SERVICES



## San Mateo Union High School District

Submitted to: Juila Kempkey, Assistant Superintendent of Curriculum & Instruction  
San Mateo Union High School District  
May 8, 2020

NEP Contact: Heidi Gill, [hgill@nationalequityproject.org](mailto:hgill@nationalequityproject.org), (415)240-7550

Project Duration: July 1, 2020-June 30, 2021

Cost: \$45,000

***Submitted May 12, 2020***

---

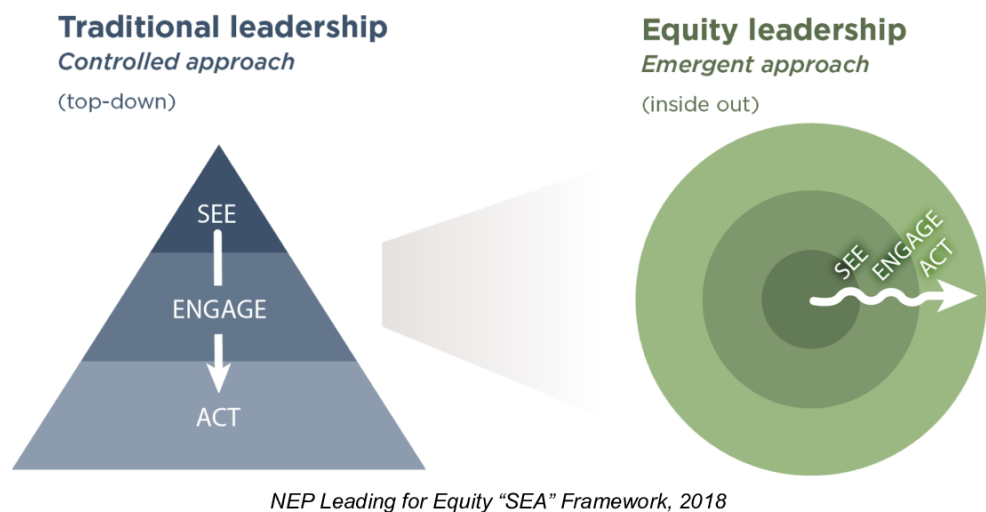
The National Equity Project partners with leaders to transform the outcomes, experiences, and life trajectories of young people and families who have been historically underserved by their public institutions. We offer sustained, embedded support to leaders to make effective, equity-based decisions and take informed action in their day-to-day work.

We believe anyone can be a leader for equity. We progress towards our vision by building leaders' will, skill, knowledge, capacity, and emotional intelligence to:

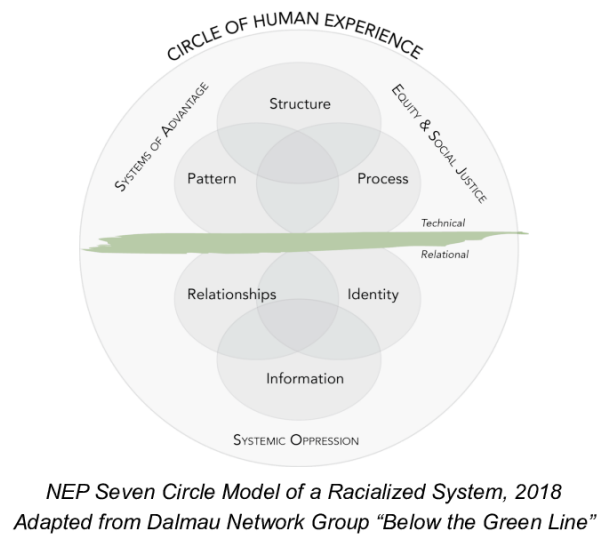
- Incorporate and apply both a racial equity and systems-thinking lens to their understanding of factors contributing to root causes of inequity in systems and to design and implement solutions.
- Examine and transform the discourse people have at personal, institutional, and structural levels.
- Lead powerful, human-centered, and cohered communities of practice across institutions (i.e. employment, health, childcare, education, transportation and housing sectors) toward improved racial equity outcomes.
- Design and implement policies, practices and processes necessary to support and protect the structural changes required to achieve equity.
- Disrupt, dismantle and address issues of systemic oppression (race, class, gender, language, sexual orientation, etc.) so that families and communities can be self-determining, self-renewing, and educated with increased political, educational, and economic opportunity.
- Sustain change by developing diverse leadership across systems and institutionalizing practices to catalyze and maintain the momentum for equity-driven change

Most of us are accustomed to leading and being led from the "outside-in," where the drivers of our actions are external requirements, hierarchical authority, and requisite programs to implement. When it comes to complex equity challenges - to which there are no step-by-step manuals, and which stretch us cognitively, relationally, and emotionally - this approach is inadequate. The National Equity Projects offers an "inside-out" approach to leadership that creates a different set of possibilities for how we approach equity work.

Our transdisciplinary *Leading for Equity™ Framework* provides a frame of reference that enables leaders to navigate the complex territory of equity challenges and develop their capacity to engage in purposeful leadership action.



People created this system and it will take people to reimagine and reinvent it. We support our partners to work on both technical and relational challenges – supporting you to identify and develop necessary structures, patterns, and processes, while deeply focusing on too-often overlooked aspects of information sharing, relationships, and identity.



We develop leaders from the boardroom to the classroom who have the political will, skill, knowledge and emotional intelligence to recognize those aspects of the inherited system that need to be interrupted, eliminate practices and policies that continue to serve only the elite, and create new ways of educating all children, not just some. Ours is a human-centered approach informed first by stakeholders in the system itself. At every stage there are a set of decisions and actions that system leaders can make. Our work with systems leaders is to support them to see the choices and make decisions in alignment with their values and desired outcomes.

## Understanding Your Needs

---

As we navigate a time of unprecedented global upheaval and disruption of our basic social systems, it is imperative that the coming year is guided by resilient, humanizing, bold and innovative educational leaders. The coming year will require leaders to be steadfast in their commitment to their vision of equity and continuously adaptive and responsive in their decisions and actions, in response to a diverse set of shifting and emerging needs of their students.

San Mateo Union High School District has begun to lay a foundation of shared understanding and commitment to Equity within and across their District community. This shared vision will be essential in supporting the District to continuously drive educational leadership with a vision of interrupting systemic inequities and transforming outcomes for students and their families.

NEP proposes to provide strategic support in the coming year, tailored to the unique strengths and areas for growth that district equity leaders have identified as high priorities. NEP recognizes that now, more than ever, we need to maximize our shared learning within our districts and with innovative leaders in other districts, and therefore proposes to link the District to shared learning opportunities which maximize growth and minimize financial strain on individual districts.

In light of this, the National Equity Project proposes the following Scope of Work.

## Scope of Work

---

The Scope of Work proposed is aligned to address the following goals articulated by the District Equity Leadership Team:

- Expand skills and capacity of the **District Equity Leadership Team** to design and support the district's Equity Strategy and Approach and build capacity to interrupt systemic inequities and transform outcomes for students furthest from opportunities for success
- Deepen capacity of **District Executive leadership** - Superintendent, Cabinet and Board of Education - to lead district decision-making processes with a lens of Equity and Complexity, and build greater district-wide alignment related to the District Equity Leadership Strategy
- Develop skill and capacity of **Distributed School-based Equity Leadership Teams** (or set of site level teams) to guide school site-based learning and decision-making driven by Equity
- Extend learning opportunities for building Equity leadership competencies to a broad set of district leaders

## Pricing

This proposal includes 18-20 virtual facilitated meetings and 15-20 virtual hours of coaching, to be distributed across the various teams and learning sessions listed as agreed upon by the District Equity Leadership Team.

Audience	Focus	Service	Cost
District Executive Leadership: Superintendent, Cabinet and Board of Education	Leading for Equity in Complex Systems, aligned with District Equity Leadership Strategy	Design and facilitation of Equity learning sessions and meetings of District Executive leadership team and 1-1 Executive Coaching  Led by 2 NEP Staff	\$45,000
District Equity Leadership Team Director of Equity and membership as identified	Leading the Equity Strategy: building internal capacity & strategic equity leadership	Design and facilitation of strategy sessions with District Executive leadership team and ongoing 1-1 Executive Coaching for team members  Led by 2 NEP Staff	
Distributed School Based Equity Leadership Team(s)  (MTSS teams, and others as designated)	Leading and Teaching for Equity in Complex Systems-Building skill and capacity within leadership actions	Design and facilitation of Equity learning sessions and meetings of Site Level Equity Team Leaders  Led by 2 NEP staff	
District leaders and staff as identified	: Virtual Professional Learning and Collaboration-Leading and Teaching for Equity in Complex systems	Participation in 2-3 virtual learning sessions drawn from a broad base of NEP learning institutes  Led by 2 NEP staff	

**This is a set of virtual services. These services will not involve any travel expenses.**

Service fees include planning and travel time, materials development and production, and reflection and debriefing. Service fees do not include travel expenses, which will be billed based on actual expenses. 25% of project cost is due upon contract signature; NEP will invoice the remainder in quarterly intervals. Additional services may be negotiated as needed.



## Experience & Partners

---

The National Equity Project has over 20 years of experience partnering with system leaders to deliver on the promises they make in their communities to provide an exceptional and transformative public education. Our mission is to transform educational experiences, outcomes, and life options for students and families who have been historically underserved. Our unique leadership and organizational development approach focuses on the technical, relational, social, and cultural dimensions of complex change efforts.

In our view, working towards equity entails:

- Removing the predictability of success or failure that currently correlates with race, socio-economic status, and any other social or cultural factor.
- Ending inequitable practices, addressing individual and systemic biases, and creating respectful, inclusive environments for adults and children to thrive.
- Discovering and cultivating the unique talents and interests that everyone possesses.

We support educational, intermediary, community-based, and philanthropic leaders to authentically collaborate to transform the systems to which they belong. We have partnered with a range of organizations and foundations including the following recent clients:

Alameda Unified School District	Alameda, CA
Annie E. Casey Foundation	Baltimore, MD
Aspire Public Schools	Oakland, CA
Battle Creek Public Schools	Battle Creek, MI
Berkeley Unified School District	Berkeley, CA
Bill & Melinda Gates Foundation	Seattle, WA
City Of Grand Rapids	Grand Rapids, MI
Denver Public Schools	Denver, CO
Educate78	Oakland, CA
Emery Unified School District	Emeryville, CA
Federal Way Public Schools	Federal Way, WA
First Five San Francisco	San Francisco, CA
Forest Grove School District	Forest Grove, OR
Foundation for Newark's Future	Newark, NJ
Grand Rapids Public Schools	Grand Rapids, MI
Green Dot Public Schools of California	Los Angeles, CA
Hayward Unified School District	Hayward, CA
Hewlett Foundation	Menlo Park, CA
Hood River County School District	Hood River, OR
Kenneth Rainin Foundation	Oakland, CA
KIPP Foundation	Chicago, IL
Lake Oswego School District	Lake Oswego, OR
Los Angeles Unified School District	Los Angeles, CA
Lumina Foundation	Indianapolis, IN
Madison Metropolitan School District	Madison, WI
Menlo Park City School District	Atherton, CA



Milpitas Unified School District	Milpitas, CA
Mississippi Low-Income Childcare Initiative	Biloxi, MS
Monterey County Office of Education	Salinas, CA
New Leaders National	Washington, D.C.
North Clackamas School District	Milwaukie, OR
Novato Unified School District	Novato, CA
Oak Park District 97	Oak Park, IL
Oakland Unified School District	Oakland, CA
Palo Alto Unified School District	Palo Alto, CA
Partners in School Innovation	San Francisco, CA
Raikes Foundation	Seattle, WA
Rockford Public Schools	Rockford, IL
Roosevelt Campus	Portland, OR
Sacramento City, USD	Rancho Cordova, CA
San Diego Unified School District	San Diego, CA
San Francisco Unified School District	San Francisco, CA
San Jose Unified School District	San Jose, CA
San Mateo County Office of Education	San Mateo, CA
San Rafael City Schools	San Rafael, CA
Santa Clara County Office of Education	San Jose, CA
Southern Education Foundation	Atlanta, GA
Spring Branch School District	Houston, TX
Springfield Public Schools	Springfield, OR
Tamalpais Union High School District	Larkspur, CA
Teach for America	New York, NY
Thrive Washington	Seattle, WA
Tulsa Public Schools	Tulsa, OK
UF Lastinger Center	Gainesville, FL
United Way for Southeastern Michigan	Detroit, MI
United Way Greater Atlanta	Atlanta, GA
Vallejo City Unified School District	Vallejo, CA
W.K. Kellogg Foundation	Battle Creek, MI

Client references are available upon request.

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR BOARD APPROVAL (Over 25K)

To: Board of Trustees

Date: 06/17/2020

From: Sonia Gill

---

Site(s) or Department: Curriculum

Number of Quotes: 1

Vendor/Contractor: Nearpod Inc.

Reason for proposal:  
Digital Tool for all teachers district-wide

Certificate of Insurance: n/a

Contract Amount: \$40,000

Funding Source: Curriculum

Approved by:

Sonia Gill 06/17/2020 Wayne Rasay 06/17/2020

Personnel who oversees Site/Department budget

Vanessa Castano 06/17/2020

Manager of Capital Facilities and Purchasing

Valerie Miller 06/17/2020

Director of Budget and Fiscal Services

# Sales Order

**Sales Order For:**

Brian Simmons  
SAN MATEO UNION HIGH  
650 N DELAWARE ST  
SAN MATEO, California 94401  
UNITED STATES

**Nearpod Contact:**

Talia Hoffman  
1855 Griffin Rd. Suite A-290  
Dania Beach, FL 33004

**Service Start:** 07/01/2020   **Service End:** 06/30/2021

Description	Quantity	Total
Nearpod District License  including access to the Nearpod Lesson Library featuring thousands of ready to run lessons.  A digital site license to Flocabulary and The Week in Rap for all teachers and students.  *47% discount included for ramp up pricing	9200 - Students	\$40,000.00
One day of training (up to 6 hours) where a Nearpod Trainer will be onsite delivering the determined agenda to up to 30 participants.  Or three 2-hour Webinars	1	\$0.00
	<b>Total</b>	(USD) \$40,000.00

## Terms

This Sales Order is valid until: 06/26/2020

Service will run from 07/01/2020 until 06/30/2021, or from when customer is first provided access to the purchased service(s) for a length of time equal to the time between the Start Date and End Date, whichever is later. The agreed upon price for this timeframe is (USD) \$40,000.00. Year two renewal will be \$50,000 and year three renewal will be \$60,000.

Nearpod price quotes are confidential, unless disclosure is required by subpoena or state law.

Education List Pricing is only available for PreK-12 Education customers.

Please submit this price quote attachment with your Purchase Order.

Tax-exempt customers should include their tax-exempt number on their Purchase Order.

This Sales Order covers the Nearpod and/or Flocabulary Services described herein and is governed by the Nearpod Terms and Conditions available online at: <https://nearpod.com/terms-conditions>, the Nearpod Privacy Policy available online at: <https://nearpod.com/privacy-policy>, the Flocabulary Terms of Use available online at: <https://flocabulary.com/terms-of-use/>, and the Flocabulary Privacy Policy available online at: <https://flocabulary.com/privacy-policy/>, as applicable.

The customer is required to remit payment or provide a PO within 60 days of signing and/or accepting the Sales Order.

**By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Sales Order and any documents incorporated herein.**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Tax Exempt #: \_\_\_\_\_

### **Purchase Orders should be addressed to:**

Nearpod, Inc

1855 Griffin Rd. Suite A-290

Dania Beach, FL 33004

Email: [taliah@nearpod.com](mailto:taliah@nearpod.com) or FAX: +1 305-655-1999

<p>Form <b>W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service</p>	<p><b>Request for Taxpayer Identification Number and Certification</b></p> <p>► Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.</p>	<p><b>Give Form to the requester. Do not send to the IRS.</b></p>																																																		
<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Nearpod Inc.</b></p>																																																				
<p>2 Business name/disregarded entity name, if different from above</p>																																																				
<p>Print or type. See Specific Instructions on page 3.</p>	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC             <input checked="" type="checkbox"/> C Corporation             <input type="checkbox"/> S Corporation             <input type="checkbox"/> Partnership             <input type="checkbox"/> Trust/estate           </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____  <i>Note:</i> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.           </p> <p> <input type="checkbox"/> Other (see instructions) ► _____           </p>																																																			
	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)</p>																																																			
	<p>5 Address (number, street, and apt. or suite no.) See instructions. <b>1855 Griffin Road, A-290</b></p>	<p>Requester's name and address (optional)</p>																																																		
	<p>6 City, state, and ZIP code <b>Dania Beach, FL 33004</b></p>																																																			
<p>7 List account number(s) here (optional)</p>																																																				
<p><b>Part I Taxpayer Identification Number (TIN)</b></p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p><b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 25px; height: 25px; text-align: center;">4</td> <td style="width: 25px; height: 25px; text-align: center;">6</td> <td style="width: 25px; height: 25px; text-align: center;">-</td> <td style="width: 25px; height: 25px; text-align: center;">0</td> <td style="width: 25px; height: 25px; text-align: center;">9</td> <td style="width: 25px; height: 25px; text-align: center;">9</td> <td style="width: 25px; height: 25px; text-align: center;">3</td> <td style="width: 25px; height: 25px; text-align: center;">6</td> <td style="width: 25px; height: 25px; text-align: center;">7</td> <td style="width: 25px; height: 25px; text-align: center;">9</td> </tr> </table>			Social security number																				or										Employer identification number										4	6	-	0	9	9	3	6	7	9
Social security number																																																				
or																																																				
Employer identification number																																																				
4	6	-	0	9	9	3	6	7	9																																											
<p><b>Part II Certification</b></p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> <li>The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and</li> <li>I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</li> <li>I am a U.S. citizen or other U.S. person (defined below); and</li> <li>The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</li> </ol> <p><b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; vertical-align: top;"> <p><b>Sign Here</b></p> </td> <td style="width: 55%; vertical-align: bottom;"> <p>Signature of U.S. person ► <i>Severine Bteux</i></p> </td> <td style="width: 30%; vertical-align: bottom;"> <p>Date ► <i>01/02/2020</i></p> </td> </tr> </table>			<p><b>Sign Here</b></p>	<p>Signature of U.S. person ► <i>Severine Bteux</i></p>	<p>Date ► <i>01/02/2020</i></p>																																															
<p><b>Sign Here</b></p>	<p>Signature of U.S. person ► <i>Severine Bteux</i></p>	<p>Date ► <i>01/02/2020</i></p>																																																		

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR BOARD APPROVAL (Over 25K)

To: Board of Trustees

Date: 06/17/2020

From: Sonia Gill

---

Site(s) or Department: Curriculum

Number of Quotes: 1

Vendor/Contractor: Panorama

Reason for proposal:  
Panorama 2020-2022 (multi year contract for savings)

Certificate of Insurance: n/a

Contract Amount: \$78,618

Funding Source: Curriculum

Approved by:

Sonia Gill 06/17/2020 Wayne Rasay 06/17/2020

Personnel who oversees Site/Department budget

Vanessa Castano 06/17/2020

Manager of Capital Facilities and Purchasing

Valerie Miller 06/17/2020

Director of Budget and Fiscal Services



# PANORAMA EDUCATION – SERVICE ORDER



## Primary Contact Information

Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>	San Mateo Union High School District	<i>Company Name</i>	Panorama Education, Inc.
<i>Primary Contact, Title</i>	Brian Simmons, Director of Curriculum and Assessment	<i>Primary Contact, Title</i>	Sandra Short, Director of Outreach
<i>Billing / Payment Address</i>	650 Delaware Street	<i>Billing Address</i>	24 School St. 4 <sup>th</sup> Floor
<i>City / State / Zip</i>	San Mateo, CA 94401	<i>City / State / Zip</i>	Boston, MA 02108
<i>Email</i>	bsimmons@smuhsd.org	<i>Email</i>	Sshort@panoramaed.com
<i>Phone</i>	(650) 558 2212	<i>Phone</i>	(415) 259 8421
<i>Billing Contact</i>			
<i>Billing Email Address</i>			

## (1) Description of Services and (2) Fees

Description of Services	Fees	
<p><b>Annual License Fees:</b></p> <p><b>Panorama Platform License Fee</b> Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting.</p> <ul style="list-style-type: none"> <li>• Student, parent, and staff surveys</li> <li>• Social-emotional learning measures</li> <li>• Community survey</li> </ul> <p><b>Professional Development: Virtual</b> Includes prep and digital access to materials:</p> <ul style="list-style-type: none"> <li>- 4 sessions (60-90 minutes each)</li> </ul>	<b>Effective Date:</b>	6/12/2020
	<b>Contract Term:</b> (From Effective Date)	2 years
	<b>Annual License Fee:</b>	\$36,309 / year
	<b>Subtotal License Fee:</b>	\$72,618
	<b>Professional Development:</b>	\$3,000 / year
	<b>Subtotal Services Fees Over Contract Term:</b>	\$ 6,000
	<b>Annual Total:</b> (Due on Effective Date for Year 1)	\$39,309 / year
	<b>Total Over Contract Term:</b>	\$78,618

# PANORAMA EDUCATION – SERVICE ORDER



<b>Other Terms and Conditions (if any)</b>		
<b>Agreement</b>		
The agreement by and between the Client and Panorama (this " <u>Agreement</u> ") consists of this Service Order (the " <u>SO</u> ") and the Terms and Conditions attached to the SO.		
<b>Authorization</b>		
By signing below, the parties hereto ACCEPT AND AGREE to this Agreement as of the last date executed.		
Client Signature:	Print Name, Title:	Date:
Panorama Signature:	Print Name, Title:	Date:

## BACKGROUND

Panorama is an education technology company that has developed a cloud-based platform-as-a-service that enables schools and school districts to analyze student and school data, measure social-emotional learning, and design and implement survey programs for students, staff and parents (the “Platform”). Client and Panorama have entered into the SO and, from time to time hereafter, Client and Panorama may enter into additional Service Orders (“Future SOs”) pursuant to which Client will purchase rights to use the Platform and receive services. These Terms and Conditions are incorporated by reference into the SO to create this Agreement and will be incorporated by reference into each Future SO to create separate future agreements for the rights and services described in the applicable Future SO, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

## 1 RIGHT TO USE PLATFORM

1.1 Platform. Subject to the terms and conditions of this Agreement, Panorama hereby grants Client the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client’s use (including use by Client’s students, staff and parents, as described in the SO, if applicable (“Authorized Users”).

1.2 Limitations. The following limitations and restrictions will apply to the Platform:

(a) Client will not provide access to the Platform to any person who is not an employee or contractor of Client or an Authorized User.

(b) Except as expressly permitted hereunder, Client will not and will not permit or authorize any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (ii) modify, translate or create derivative works based on the Platform; (iii) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (iv) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (vi) remove or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform.

## 2 OWNERSHIP; RESERVATION OF RIGHTS

2.1 Client Ownership. Client owns (a) any data Client inputs into the Platform that identifies Client or its students, staff or parents (including Authorized Users) and any Survey responses provided by Client, its students, staff or parents (including Authorized Users) (“Data”), and (b) any other data and content provided by Client or Authorized Users to Panorama or input into the Platform, such as Survey questions (“Other Data”, and, together with the Data, “Client Data”). Client hereby grants to Panorama a non-exclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers) (i) right and license during the Term to copy, distribute, display and create derivative works of and use the Client Data to perform Panorama’s obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client Data to create aggregated, non-personally identifiable data or information (“Blind Data”) and copy, distribute, display, create derivative works of and use the Blind Data for benchmarking, research or development purposes, including published research, and (iii) perpetual, irrevocable right and license to copy, distribute, display and create derivative works of and use Other Data for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to the Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2 Panorama Ownership. Panorama retains all right, title and interest in and to the Platform, all copies or parts thereof (by whomever produced) and all intellectual property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3 Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback (“Feedback”) to

Panorama with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 Client Responsibilities. Client will (a) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform and notify Panorama promptly of any such unauthorized access or use, and (b) use the Platform only in accordance with the documentation and applicable laws and regulations.

2.5 Data Security. Panorama will implement and maintain reasonable administrative, physical and technical safeguards (“Safeguards”) which attempt to prevent any collection, use or disclosure of, or access to Client Data that this Agreement does not expressly authorize, including, without limitation, an information security program that meets commercially reasonable industry practice to safeguard Client Data. Such information security program includes: (a) physical security of all premises in which Client Data will be processed and/or stored; and (b) reasonable precautions taken with respect to the employment of, access given to, and education and training of any and all personnel furnished or engaged by Panorama to perform any part of the services hereunder.

2.6 Privacy Policy. Panorama cares deeply about privacy, and we recognize that it is important to the educators, students, and parents we serve. Please see our Privacy Policy at <https://www.panoramaed.com/privacy> for more information about how we protect the privacy of those we serve.

2.7 Right to Data Destruction. If requested by the Client, during or after the term of this agreement, Panorama will make reasonable efforts to destroy or otherwise render Client Data inaccessible.

## 3 FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30) days from the time such payment is due, Panorama may suspend access to the Platform until such payment is made.

3.2 Net of Taxes. All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively “Taxes”). Client will be solely responsible for payment of any Taxes, except for those taxes based on the income of Panorama. Client will not withhold any Taxes from any amounts due Panorama.

## 4 TERM, TERMINATION

4.1 Term. The term of this Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO (the “Term”).

4.2 Termination; Effect of Termination. In addition to any other remedies it may have, either party may terminate this Agreement if the other party breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days’ notice (or ten (10) days in the case of nonpayment) after receiving notice thereof. Upon any termination of this Agreement, Client will pay in full for the use of the Platform up to and including the last day on which the Platform is provided. Upon any termination of this Agreement for any reason, Panorama may, but is not obligated to, in its sole discretion and without delivery of any notice to Client, delete any Client Data stored or otherwise archived on the Platform or on Panorama’s network. Upon termination of this Agreement, all rights granted

## Terms and Conditions

hereunder and all obligations of Panorama to provide the Platform will immediately terminate and Client will (a) cease use of the Platform; and (b) return or destroy all other copies or other embodiments of Panorama's Confidential Information.

4.3 Survival. Upon expiration or termination of this Agreement, all obligations in this Agreement will terminate, provided that Sections 2 (Ownership; Reservation of Rights), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

## 5 CONFIDENTIALITY

5.1 As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by either party (the "Disclosing Party") that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the "Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective Clients, billing records, and products or services will be deemed Confidential Information of the Disclosing Party even if not so marked or identified. Panorama's Confidential Information includes, without limitation, the Platform and the terms of this Agreement. Information will not be deemed "Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of this Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement. Upon the termination of this Agreement, each Receiving Party agrees to promptly return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party and to certify the return or destruction of all such Confidential Information and embodiments thereof.

## 6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the

execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client represents and warrants that it has the right to provide the Client Identifying Data and Client Content for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

## 7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

7.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY CLIENT TO PANORAMA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

7.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF

LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

**7.4 Indemnification by Panorama.** Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Panorama with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate this Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

**7.5 Indemnification by Client.** Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to (a) any use by Client or Authorized Users of the Platform in violation of this Agreement or (b) the Client Data.

**7.6 Indemnification Procedure.** If a Client Indemnified Party or a Panorama Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party (the "Indemnifying Party") prompt written notice of such Action. The Indemnified Party will cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense and the Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

## 8 GENERAL

Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Neither party may assign this Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign this Agreement to an acquirer of or successor to all or substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or

attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under this Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by this Agreement. All notices under this Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional and marketing materials. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) (a "Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate this Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR BOARD APPROVAL (Over 25K)

To: Board of Trustees

Date: 06/08/2020

From: Sonia Gill

---

Site(s) or Department: Curriculum

Number of Quotes: 1

Vendor/Contractor: Remind

Reason for proposal:  
Remind contract for 2020-21

Certificate of Insurance: n/a

Contract Amount: \$27,600.00

Funding Source: Curriculum

Approved by:

Sonia Gill 06/08/2020 Wayne Rasay 06/08/2020

Personnel who oversees Site/Department budget

Vanessa Castano 06/16/2020

Manager of Capital Facilities and Purchasing

Valerie Miller 06/16/2020

Director of Budget and Fiscal Services





## NEW ORDER FORM

P.O. Box 1077  
San Ramon, CA 94583  
United States

**Quote Number:** Q-10562  
**Valid Until:** 6/26/2020

### Customer Information:

#### **SOLD TO:**

Customer Name SAN MATEO UNION HIGH SCHOOL DISTRICT  
Contact Name Brian Simmons  
Address 650 N. Delaware St.  
San Mateo, CA 94401  
US  
Email bsimmons@smuhd.org  
Phone (650) 558-2212

#### **BILL TO:**

Contact Name Sonia Gill  
Address 650 N. Delaware Street  
San Mateo, CA 94401  
US  
Email sgill@smuhd.org  
Phone (650) 558-2253

### Order Form Summary:

Services Start Date	7/1/2020	Payment Terms	Net 30
Services End Date	6/30/2021	Currency	USD
Auto Renew	Yes		

Product	Features	Quantity	Unit Amount	Line Item Amount
Remind Base Plan	Includes: - LMS Integrations - SIS Sync	9,200	\$3.00	\$27,600.00
				<b>Initial Term Charge: \$27,600.00</b>

### Terms and Conditions:

- PARTIES:** This Order Form (the "Order Form") is entered into by and between Remind101, Inc. ("**Remind**") and SAN MATEO UNION HIGH SCHOOL DISTRICT (the "**District**" or "**Customer**") as of the District's date of signature below (the "**Order Form Effective Date**").
- AGREEMENT:** This Order Form hereby includes, incorporates and shall be governed by the terms and conditions of the Remind District Plan Standard Agreement located at <https://www.remind.com/district-agreement> (together with the Order Form, the "**Agreement**"). Unless otherwise stated in this Order Form, all terms defined in the Agreement shall have the same meaning in this Order Form. If there is an inconsistency or conflict between the terms and conditions of this Order Form and the Agreement, the terms of this Order Form shall control with respect to the subject matter of this Order Form.

- 3 **SERVICES, FEES & PAYMENT:** Unless noted otherwise below, Customer will be invoiced at the start of the service period for the Initial Term Charge, plus any additional applicable taxes.
- 4 **AUTO-RENEWAL:** This Order Form shall remain in full force and effect from the Order Form Effective Date through the Services End Date. This Order Form will thereafter automatically renew for additional **12**-month terms (each, a '**Services Term**' and collectively with the Initial Services Term, the 'Order Form Term'), unless: (i) either party gives the other party written notice of its intent not to renew this Order Form at least **60** days' prior to the end of the then-current term, (ii) this Order Form is specifically superseded by a new Order Form; or (iii) Remind and the District agree in writing to subsequent Services Terms that are longer in duration than 12 months. Unless specified otherwise above in the Order Form Summary, for the next Services Term, each Product shall renew at a Price that is **10.0%** above the Unit Price in effect immediately prior to the start of such subsequent Services Term. Additionally, upon renewal, Customer will be invoiced at the start of the renewed Service Term.

**Other Notes:**

**Schools Included:**

ARAGON HIGH, BURLINGAME HIGH, CAPUCHINO HIGH, HILLSDALE HIGH, MILLS HIGH, PENINSULA HIGH, SAN MATEO HIGH

**Additional Terms:**



P.O. Box 1077  
San Ramon, CA 94583  
United States

## NEW ORDER FORM

**Quote Number:** Q-10562  
**Valid Until:** 6/26/2020

IN WITNESS WHEREOF, by signature below of duly authorized representatives, the parties have caused this Order Form to be executed as of the Order Form Effective Date.

**Remind101, Inc.**

**SAN MATEO UNION HIGH SCHOOL DISTRICT**

Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR BOARD APPROVAL (Over 25K)

To: Board of Trustees

Date: 06/16/2020

From: Kirk Black/Wayne Rasay

---

Site(s) or Department: Human Resources

Districtwide

Number of Quotes: One

Vendor/Contractor: San Mateo County Office Education

Reason for proposal:

Teacher Induction Agreement SMCTIP 2020 - 2021

Certificate of Insurance: N/A

Contract Amount: \$90,000

Funding Source: Curriculum

Approved by:

Wayne Rasay

06/16/2020

Wayne Rasay

06/16/2020

Personnel who oversees Site/Department budget

Vanessa Castano

06/16/2020

Manager of Capital Facilities and Purchasing

Valerie Miller

06/16/2020

Director of Budget and Fiscal Services



## Teacher Induction Agreement 2020-2021

### A. General

1. This Agreement is between the San Mateo County Superintendent of Schools (“Superintendent), Lead Educational Agency (LEA) for the San Mateo County Teacher Induction Program, and **SAN MATEO UNION HIGH SCHOOL DISTRICT (“District”)**, to implement the San Mateo County Teacher Induction Program (“SMCTIP”).

### B. Parameters

1. The effective date of this Agreement is between July 1, 2020 and June 30, 2021.

### C. Purpose

The purpose of this Agreement is to establish a formal working relationship between the Parties and to set forth the operative conditions that will govern this partnership. The Superintendent, the Teacher Candidate, and the District will form a partnership in providing and coordinating services as part of the SMCTIP. Please initial next to the appropriate program:

<u>  X  </u>	General Education (MS/SS)
<u>  X  </u>	Education Specialist

### D. Responsibilities of the Parties - General

1. The Superintendent agrees to the following:
  - a) Employ an appropriate number of staff within the discretion of the Superintendent to perform services as described in the San Mateo County Teacher Induction Program Submission Document.
  - b) Provide office and workspace for the staff and meeting space for program activities.
  - c) Provide and oversee a state-approved/accredited induction program, which will allow each eligible candidate who fully completes all program requirements to obtain his/her Clear Credential. Maintain up-to-date information regarding all state induction requirements.
  - d) Provide a process for equitable distribution of services to Teacher Induction Candidates, Mentor, and Site Administrators in all participating districts, and participating independent schools, including recruitment of Mentors to work with the district’s Teacher Induction Candidates, as needed.
  - e) Establish and maintain accurate records and reports including confidential files containing information, formative assessments and other statements of progress for Candidates. Establish and maintain a comprehensive database for all induction candidates. Provide regular updates to all induction candidates and their districts.

- f) Supply reports and any other information requested on matters related to program requirements and activities to the Commission on Teacher Credentialing and California State Department of Education.
- g) Establish and convene an Advisory Group that will monitor the budget, implementation, progress and evaluation of the program, and develop other administrative processes as provided for in the (SMCTIP) Submission Document.
- h) Participate in and facilitate all State-sponsored program evaluations.

2. The District agrees to the following:

- a) Pay \$2500 per Teacher Induction Candidate to the Superintendent within 30 days of receipt of the invoice generated by the Superintendent, and in any event, no later than April 1, 2021.
- b) In the event that a Teacher Induction Candidate leaves the District employment before mid-semester break (January 31, 2021), the District will be charged only \$1250 for that teacher.
- c) Hire a Mentor according to program guidelines and credential requirements. **If the district would like the SMCTIP to hire the Mentor, the District agrees to pay an additional charge of \$2000 per participating teacher to be paid to the Superintendent within 30 days of receipt of the invoice generated by the Superintendent.**

☒ \_\_\_\_: District agrees to hire a Mentor according to program guidelines for each Teacher Induction Candidate (Teacher).

☒ General Education (MS/SS)

☒ Education Specialist

**or:**

☐ \_\_\_\_: District agrees to have the SMCTIP hire the Mentor and pay an additional charge of \$2,000 per Teacher Induction Candidate (Teacher).

\_\_\_\_ General Education (MS/SS)

\_\_\_\_ Education Specialist

- d) Provide basic Teacher Induction (formerly “BTSA”) enrollment information to all new hires.
- e) Ensure that all Teacher Induction Candidates complete and submit an accurate, eligibility form to the SMCTIP office by no later than 30 days after his/her start date or December 31, 2020; whichever is sooner.
- f) Provide release time to Candidates to afford opportunities to visit other classrooms, other schools, and meet with their Mentor.
- g) Provide support for the role of the Mentor including: Adjust the Mentor work year (as needed) to allow Mentors to participate in required SMCOE Teacher Induction Mentor training as appropriate; assure the Mentor’s attendance at required Mentor Seminars at SMCOE.
- h) Ensure that the development of goals and any work product related to teacher induction is confidential between the Mentor and Teacher Induction Candidate and that no work product or conversation about induction is shared or used for employment evaluation. Employer understands that the work of induction cannot be used for evaluation purposes.
- i) Work cooperatively with the SMCTIP staff and Mentors and commit to ongoing professional development in support of the Teacher Induction program.
- j) Participate in all evaluation activities, including the State-required end of the year survey and the mid-year survey.
- k) Be cognizant of the demands placed on new teachers by both the Teacher Induction Program and attempt to limit school site responsibilities.
- l) Send a representative to attend the two Advisory Group meetings held by SMCOE TIP each year (fall and spring).



3. The Teacher Induction Candidate agrees to the following:

- a) Complete and submit an accurate online eligibility form to the SMCTIP office by no later than 30 days after his/her start date.
- b) Work with the Teacher Induction Mentor; including weekly meetings, collaboration, and consultation in all areas related to the formative assessment system, professional development, and the Induction requirements.
- c) Participate in SMCTIP professional development activities as prescribed by the program.
- d) Complete all Induction Program requirements, as described in the SMCOE Teacher Induction Candidate Handbook.
- e) Participate in all evaluation activities, including the State-required end of the year survey and the mid-year survey.

4. The Mentor will:

- a) Work with the Teacher Induction Candidate; including weekly meetings, collaboration, and consultation in all areas related to the formative assessment system, professional development, and the Induction requirements.
- b) Maintain regular communication with SMCOE TIP to ensure the Teacher Induction Candidate's progress toward successful completion of the Induction requirements.
- c) Participate in SMCTIP professional development activities as prescribed by the program.

#### **E. Other Conditions**

- 1. Any and all products developed by the SMCTIP are the exclusive property of the Superintendent and the San Mateo County Teacher Induction Program. The Teacher Induction Candidate shall not have the right to disseminate, market or otherwise use the products without the expressed written permission of the Superintendent and the SMCTIP.
- 2. **HOLD HARMLESS.** Teacher Induction Candidate shall hold Superintendent, its officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of Superintendent, its officers, agents or employees taken under this Agreement.
- 3. **MODIFICATION OR ASSIGNMENT.** This Agreement may not be assigned by either party without the express written consent of the other. No modification shall be effective unless approved in writing by the Superintendent and authorized representatives of the parties involved.

**SAN MATEO COUNTY  
SUPERINTENDENT OF SCHOOLS**

\_\_\_\_\_  
Signature

Denise Porterfield, Deputy Superintendent  
\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

**SAN MATEO UNION  
HIGH SCHOOL  
DISTRICT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 06/04/2020

From: Linda Carlton

---

Site(s) or Department: Districtwide

Number of Quotes: 1 (Sole Source)

Vendor/Contractor: See list (Total 14 vendors)

Reason for proposal:

FY2020-2021, to provide open ER PO for repairs/service calls as needed (beyond the Preventative Maintenance Agreement). See list for descriptions, amount, and certificate.

Certificate of Insurance: See list (COI on file)

Contract Amount: \$61,000

Funding Source: General Fund - Maintenance

Approved by:

*Cyathu*

06/04/2020

---

Personnel who oversees Site/Department budget

*Vanessa Castano*

06/04/2020

---

Manager of Capital Facilities and Purchasing

*Valerie Miller*

06/04/2020

---

Director of Budget and Fiscal Services

Open Service PO Prep  
FY2020-2021  
as of 05/20/20

<u>Vendor Name</u>	<u>Descriptions</u>	<u>Amount</u>	<u>COI#</u>
BRAYER ELECTRIC	open PO for ER repair/service calls for card reader equip	3,000.00	787124044
CROWN LIFT TRUCKS	open PO for ER repairs/service calls (beyond the services provided in the Preventative Maintenance Agreement)	2,000.00	570078909062
ICS Integrated	open PO for ER repairs/service calls for PA Systems	2,000.00	8329
KNORR SYSTEMS INC	open PO for ER repair/service calls for pool equip (beyond the services provided in the Preventative Maintenance Agreement)	10,000.00	ATL-004437302-14
MCKINLEY ELEVATOR CORP	PO for ER service/repair calls relating for wheelchair lift equip (beyond the services provided in the Preventative Maintenance Agreement)	3,000.00	53607636
MISSION VALLEY TRUCK	Open PO for ER repair/service calls for the tractors	1,000.00	N/A (off-site)
OTIS ELEVATOR COMPANY	open PO for ER repair/service calls for elevators (beyond the services provided in the Preventative Maintenance Agreement)	10,000.00	NYC-010572571-02
PACIFIC COAST TRANE	open PO for ER repair/service calls to re-program proprietary sole source HVAC automation system/controller	10,000.00	63084651994
R & S ERECTION	open PO for ER repairs/service calls for the overhead fire doors (beyond the services provided in the Preventative Maintenance Agreement)	2,000.00	00097382-0
RFI COMMUNICATION	open PO for ER repair/service calls for for alarm equip	10,000.00	1492816366
ROTO-ROOTER	open PO for ER repair/service calls for drainage/sewage problems	1,000.00	570081845994
SAN MATEO LAWN MOWER	open PO for ER repair/services for the large ground equip	2,000.00	N/A (off-site)
TERMINIX	open PO for ER repair/service calls for for pest control (beyond the services provided in the Preventative Maintenance Agreement)	1,000.00	570079615553
TIMBERLINE	open PO for ER tree service calls	1,000.00	NCP1000908-00

x14

\$ 61,000.00