

SAN MATEO UNION HIGH SCHOOL DISTRICT

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

Submitted to the Board of Trustees on 10/22/2020

VENDOR/CONTRACTOR	SITE/DEPT	DESCRIPTION	FUNDING SOURCE	AMOUNT
Cross Country Education	Human Resources	Contracted SPED teacher Bryant Matthew will work a minimum of 35 hours per week	Fund 01 - HR	\$ 65,000.00
Apple	Burlingame High	BHS Yearbook club would like to purchase 15 MacBook Pro Laptops & 15 4-year AppleCare+ subscriptions	Fund 08 - ASB BHS	\$ 43,656.83
DELL EMC	Adult School	Due to COVID-19 the Adult School is purchasing 60 laptops for teachers for distance learning	Fund 01 - Covid	\$ 61,901.18
Home Depot Pro	Districtwide	Merv-13 Air Filter purchases FY2020-2021	Fund 01 - Operations	\$ 62,023.82
			Total	\$ 232,581.83

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR BOARD APPROVAL (Over 25K)

To: Board of Trustees

Date: 10/05/2020

From: KIRK BLACK/WAYNE RASAY

Site(s) or Department: Human Resources

Districtwide

Number of Quotes: One

Vendor/Contractor: Cross Country Education

Reason for proposal:

Contracted SPED teacher Bryant Matthew will work a minimum of 35 hours per week at Standard service rate of \$95 per hour or Overtime/Holiday rate of \$142.25 - no limit.

Certificate of Insurance: 16994871

Contract Amount: \$65,000

Funding Source: General Fund - HR

Approved by:

Wayne Rasay

10/05/2020

Wayne Rasay

10/05/2020

Personnel who oversees Site/Department budget

Vanessa Castano

10/09/2020

Manager of Capital Facilities and Purchasing

Valerie Miller

10/09/2020

Director of Budget and Fiscal Services



**NEW MEDISCAN II, LLC DBA CROSS COUNTRY EDUCATION
STAFFING AGREEMENT**

This Staffing Agreement (this "Agreement") is entered into on **8/25/2020** ("Effective Date") by **New Mediscan II, LLC dba Cross Country Education** ("Agency") and **San Mateo Union High school District** ("Client"). Agency and Client may be referred herein individually as a "Party" or collectively as the "Parties".

- 1. STAFFING SERVICES.** Agency will refer to Client qualified and skilled personnel ("Personnel") for positions described in Exhibit A meeting the requirements outlined by Client and set forth in Exhibit B for Client's locations set forth in Exhibit C. Agency will supply Personnel. Agency will use commercially reasonable efforts to provide the Personnel when and as requested by Client. Agency will use commercially reasonable efforts to verify Personnel credentials; however, Agency makes no warranty or guaranty concerning Personnel abilities or performance and Client will exercise its independent judgment in accepting and retaining Personnel for assignment. All other testing and/or additional credentialing required by Client, including any changes to Exhibit B, shall be performed by Agency at Client's sole cost and expense. Any such Client requirements shall be billed to Client.
- 2. INDEPENDENT RELATIONSHIP.** Agency will render all services contemplated under this Agreement to Client as independent contractors and not as employees, agents, partners of, or joint ventures with Client. No Personnel performing services under this Agreement shall have any authority to bind Agency or modify this Agreement.
- 3. COMPLIANCE WITH LAWS; GENERAL TERMS; STANDARD OF PERFORMANCE.** Agency shall comply with all federal laws, regulations and procedures regarding legal status to work and reside in the U.S., including completion of required Immigration and Naturalization forms upon hire. Agency is an Equal Opportunity Employers. Agency and Client will not discriminate in the placement of Personnel on the basis of race, creed, color, national origin, sex, age, disability, citizenship or veteran status. The Parties agree to perform the obligations under this Agreement pursuant to applicable federal, state, and local laws, including but not limited to, meal period and rest break laws. Specifically, Client shall have, and be responsible for, daily supervision over Personnel including, without limitation, providing (a) a safe, harassment free, abusive conduct free and discrimination free workplace, (b) all necessary and appropriate equipment for the work to be performed by the Personnel in the workplace environment, (c) all necessary and appropriate safety and operational training of Personnel on such equipment and concerning such environment, and (d) full compliance with all applicable federal and state wage and hour laws; safety laws and other regulatory laws. Client shall reimburse Agency for any costs, including penalties, incurred by Agency should Client fail to comply with this requirement. Each Party will indemnify the other, its affiliates, directors, officers, trustees, employees, agents and representatives for the indemnifying Party's failure to abide by such applicable federal, state, or local laws.
- 4. EXCLUSIVITY; FIRST AGENCY TO REFER PERSONNEL.** Agency acknowledges and agrees that Client is not obligated to use Agency exclusively to provide Client with any Personnel. If Agency submits Personnel's complete profile to Client, orally or in writing, before any other agency does so, Client agrees to staff and / or hire Personnel only through Agency.
- 5. INCENTIVISED RATES.** Agency and Client may designate certain specialties as requiring an incentivized rate at the time of order to meet Client needs. Such incentivized rates shall be used for the duration or extension of such assignments. Agency shall propose such rates including the details of the bill rate change, prior to enacting the incentivized rates and Client shall confirm its approval via the assignment confirmation signed by Client.
- 6. TIME AND ATTENDANCE.** A Client representative and the assigned Personnel shall each provide the hours worked by Personnel. For per diem Personnel, the electronic timekeeping software shall be provided by Agency to Client and updated daily so that Client can review and approve weekly by midnight Friday of the current work week. Time entries not formally approved on such a basis shall be deemed accepted and approved by Client and processed for invoicing. For long term Personnel, a Client representative shall promptly approve the hours worked by Personnel by completing and executing such information on a form provided by Agency, indicating Personnel exact time in and time out, including records of all breaks and meal periods. Such timesheets shall be submitted daily (if so required) or weekly to Agency. Time entries not formally approved on such a basis shall be deemed accepted and approved by Client and processed for invoicing. Client's execution of a timesheet shall constitute Client's acceptance and waiver of objections to the work performed by Personnel, the number of hours so listed, the shift and unit worked by Personnel and other additional charges listed thereon.

7. BILLING AND PAYMENT. Agency will invoice Client weekly for services pursuant to the rates and terms contained on Exhibit A; payment shall not be subject to offset or waived for any delay in presentment. If, under applicable state law, Agency is required to pay Personnel any wage/hour penalty, Client will be billed for and will pay such penalty for such Personnel. Payment shall be due within thirty (30) days after invoice date. Agency will accept payment in the following forms: credit card, check and electronic funds transfer. Any payments processed via credit card, ACH debit or drawdown wire shall not require Client's additional authorization prior to processing payment. Such form of payment may incur a processing fee. A finance charge equal to the greater of 18% or the highest maximum lawful rate per annum, will be added to all outstanding amounts unpaid for thirty (30) days or more. Client will submit, in writing, any and all objections to the invoices to Agency within five (5) business days after Client's invoice date. Failure to so notify Agency of any objections will constitute acceptance of invoice and waiver by Client of such objections. Late invoicing will not affect Client's responsibility for payment. Payments shall be applied in the following order against amounts owed by Client to Agency: (a) first, to the payment of any costs of collection incurred by Agency (including any attorneys' fees and expenses), (b) second, to any late fees and/or penalties, including, but not limited to, any finance charges and (c) last, to the payment of fees for services rendered by Agency to Client under this Agreement. Client and Agency agree that any settlement of disputes regarding this Agreement must be in writing and signed by Agency and Client, or it will not be binding upon either of them. Client authorizes Agency to receive and deposit payments marked "paid in full" or "full satisfaction and discharge" or words of similar import, without waiving Agency's right to proceed against Client for any outstanding amounts owed by Client in excess of such payments. Client agrees to pay any added charges relating to excise, gross receipts, sales tax, or other similar taxes, if applicable. In the event such payments are not made, Agency shall have the right to pay such sums at its discretion and Client agrees to reimburse Agency for all such payments made. Any partial payment of an invoice received and deposited by Agency shall not be deemed to be payment in full of such invoice and shall not waive Agency's right to proceed against Client for any outstanding amounts owed by Client in excess of such payment.

8. SALES, GROSS RECEIPTS, AND/OR APPLICABLE TAXES. Rates listed in this Agreement and any attached exhibits do not include state and local sales tax, gross receipts tax or other applicable taxes. Services provided that are subject to such taxes will be billed at the appropriate rate plus the applicable taxes, payable by Client. Taxability will be determined based on the location where the service is provided. If Client is exempt from such taxes or should not be charged for other legal reasons, it is Client's duty to provide proof of exemption to Agency. In the event that Client utilizes a third party billing system that does not provide an option to bill for tax, Client will be billed separately for the tax due. In the event certain taxes arise from either (a) a determination that Client was not exempt or (b) a determination such services should have been taxable and for which no taxes were charged, Agency shall separately invoice those amounts and Client shall be responsible to pay such amounts according to the terms noted in the billing and payment section of this Agreement.

9. NON-SOLICITATION. Unless otherwise prohibited by applicable law, Client agrees not to solicit any of Agency's employees, including Personnel performing services hereunder, to become employed by Client or to attempt to otherwise modify the employment relationship between Agency's employees, including Personnel, and Agency and/or its affiliates in any manner, except as provided in the attached Exhibit A of this Agreement.

10. TERM/TERMINATION OF AGREEMENT. This Agreement shall begin on the date first written above and shall continue for a term of one year. This Agreement at the end of such term will be automatically renewed for successive one year periods unless terminated sooner. This Agreement may be terminated by either Party on fifteen (15) days' written notice, or at any time by mutual written agreement of the Parties. Agency reserves the right to immediately terminate this Agreement in the event: (i) Client breaches any duty under this Agreement, including but not limited to the failure to timely pay any amounts due to Agency; (ii) if required by law or regulation; or (iii) if Client becomes insolvent or commits any act of bankruptcy, or a petitioner for involuntary bankruptcy is filed against Client, or Client makes a general assignment for the benefit of creditors under the bankruptcy or insolvency laws. On termination, Agency shall have no further obligation to provide Client with Personnel.

11. CONFIDENTIALITY. The Parties agree that this relationship may meet the requirements established under the Family Educational Rights and Privacy Act ("FERPA") and shall act in accordance with FERPA standards. In addition, Client agrees that it will not, directly or indirectly, disclose to any Personnel or any third party any rate or other remuneration information disclosed by Agency to Client or any other information contained in this Agreement, except to the extent that such information is required to be disclosed by law, court or governmental order. Client acknowledges that all information regarding rates and other remuneration, as between Agency and Personnel and Client and Agency, is considered proprietary by Agency. The terms of this Section shall survive the termination of this Agreement for any reason.

12. INSURANCE. During the term of this Agreement, Agency will maintain Workers' Compensation insurance at levels established by applicable state, automobile liability insurance with limits of \$1,000,000 and general liability insurance with limits of \$1,000,000 (individual) and \$3,000,000 (aggregate). Such general liability coverage shall

include claims for sexual abuse and molestation. Agency shall furnish, at Client's request, a certificate of insurance evidencing such coverage.

13. LIABILITY AND INDEMNIFICATION. Agency agrees to indemnify Client from claims and liabilities (including reasonable attorneys' fees) relating to any property damage, personal injuries or death, resulting directly from the negligent acts or omissions of Agency or its employees while performing services pursuant to this Agreement. Client agrees to indemnify Agency, its affiliates, directors, officers, trustees, employees, agents and representatives from claims and liabilities (including reasonable attorneys' fees) relating to personal injuries or death, resulting directly from the negligent acts or omissions of Client or its employees. Client and Agency each agree that they shall only be liable to the other Party under this section for the proportionate liability or relative share of negligence allocated to such Party based on the negligent acts or omissions of itself or its employees.

14. VIRTUAL SERVICES. Most services are available for virtual delivery. If virtual services are requested, Client agrees to indemnify and hold harmless CCE for any violations of FERPA while delivering virtual or other services requested by Client.

15. RISK MANAGEMENT. Client agrees to notify Agency's Risk Management Department by phone at (800) 513-5635 or (888) 235-3321 within fifteen (15) days of any incident or concern regarding care of student(s), incident or pending or threatened lawsuit relating to services provided under this Agreement. Failure of Client to provide such notice shall relieve Agency from any and all liability, damage or costs (including any indemnity obligations) resulting from the alleged incident or complaint. Upon receipt of notification of an incident, Agency's Risk Management Department will take all steps it deems reasonably necessary related to the same. Agency and Client agree that neither Party shall take any retaliatory and/or disciplinary action against Personnel should they report any safety or quality care concerns to any such regulatory agency. Client will be responsible for recording Personnel work injuries on Client's injury logs and will indemnify Agency for any violations of Occupational Safety and Health Administration (OSHA) laws related to Personnel. In the event of an injury to Personnel while working, Client shall advise Personnel to immediately report the injury to Agency. During business hours the number to call is 800-695-7810. During after-hours and weekends the number to call for travel personnel is 800-347-2264 and the respective branch number for per diem. Agency's Workers' Compensation Team will direct Personnel regarding treatment and the filing of a Workers' Compensation claim.

16. NOTICES; BILLING ADDRESS. Any notice rendered in connection with this Agreement shall be in writing and shall be effective when delivered personally (including by Federal Express, Express Mail, or similar courier service), if sent by facsimile, on the date of transmission with confirmed answer back, or five (5) days following deposit into the United States mail, certified mail, return receipt requested, first class postage prepaid, addressed to such Party at the address set forth below, with a copy to Susan Ball, General Counsel if notice is sent to Agency. Client agrees to promptly notify Agency in writing of any incidents that could lead to liability for Agency or its employees, including Personnel, and any threatened or pending litigation or claims arising out of or relating to the services provided hereunder.

If to Agency:		If to Client:	
Cross Country Staffing, Inc. 5201 Congress Avenue, Suite 100B Boca Raton, FL 33487		San Mateo Union High School District	
		650 North Delaware St	
		San Mateo , CA	
ATTENTION:	Contract Administration	ATTENTION:	Kirk Black
PHONE	800.873.9182	PHONE	650-558-2299
		FAX	Enter Fax Name

If Client's billing address differs from Client's notification address, Agency will invoice Client's billing address as indicated below.

If to Client:	
Enter Client Legal Name	
Enter Street Address	
Enter City, State & Zip	
ATTENTION:	Enter Name
PHONE	Enter Phone Number
FAX	Enter Fax Name

17. CONFLICT OF INTEREST. Agency represents that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner or degree with Client or with the performance of the Services under this Agreement. Agency further represents that it shall not engage any person having such conflict of interest to perform services.

18. ACCESS TO RECORDS. In accordance with Federal regulations and for four (4) years after the termination of this Agreement for any reason, Agency agrees to make available to the Secretary, U.S. Dept. of Health and Human Services, the U.S. Comptroller General and their representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of the services provided hereunder.

19. GOVERNING LAW. This Agreement shall be interpreted pursuant and subject to the laws of the State of California. The Parties agree that any action between the Parties must be brought in a court of competent jurisdiction in the State of California, Los Angeles County, where the Parties consent to jurisdiction.

20. ENTIRE AGREEMENT; MODIFICATIONS; WAIVERS; SUBCONTRACTING; SURVIVAL. This Agreement constitutes the entire agreement between the Parties with respect to the matters herein and supersedes all prior agreements, arrangements and understandings (whether oral or written) between the Parties. Other than as provided for Exhibit A, this Agreement shall not be modified, except in writing signed by both Parties expressly stating that it constitutes a modification of this Agreement. Exhibit A shall be updated annually in accordance with provisions of Exhibit A, and will be sent by Agency to Client contact. Such updated Exhibit A will be effective on the Effective Date. Failure of any Party to insist upon strict compliance with any of the terms of this Agreement in one or more instances shall not be deemed a waiver of its rights to require such compliance in the future. Agency may subcontract with any of its affiliates to provide staffing services, but will not subcontract to third parties without prior consent of Client (which shall not be unreasonably withheld or delayed). This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto. If an action is brought to enforce or interpret this Agreement, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees relating to such action. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such finding shall not invalidate the whole Agreement. Such term or provision shall be deemed modified only to the extent necessary by adjudication to render such term or provision valid, legal and enforceable. **Notwithstanding anything herein to the contrary, Sections 3, 6-7, 9-13, 15, and 18-21 shall survive the termination of this Agreement for any reason.**

21. ATTACHMENTS; COUNTERPARTS; FACSIMILE DELIVERY. Each Exhibit to this Agreement is hereby incorporated by reference in this Agreement as if such Exhibit was set out in full in the text of this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

22. CONSEQUENTIAL; SPECIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE).

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed on the Effective Date of this Agreement.

NEW MEDISCAN II, LLC DBA CROSS COUNTRY EDUCATION

Client: San Mateo Union High School District



SIGNATURE

Mihał Spiegel

PRINTED NAME

President

TITLE

SIGNATURE

PRINTED NAME

TITLE



. Special Education Staffing Services

A. CONVERSION. Client recognizes and acknowledges that Agency spends considerable time and effort and incurs substantial expense in recruiting, employing, training and retaining any individual introduced by Agency. Client shall not hire, nor attempt to hire, directly or indirectly, personally or through an agent or agency, contract with or hire directly any staff after the latest date of verbal and/or written introduction, referral, or date of work for a period of one (1) year without payment of the placement fee. Should Client wish to enter into a permanent placement agreement, independent contract agreement, and/or refer Personnel to a third party for employment, Client agrees to pay an amount equal to \$18,750 or 35% (whichever is greater) of the Personnel's first year's annual salary.

Client shall be required to immediately pay to Agency the placement fee for each Personnel, in the event that (a) Client hires, directly or indirectly (e.g., through another staffing company or through an affiliated medical Client), while employed by Agency and/or within one year of the termination of such Personnel's employment with Agency or (b) Client causes, Personnel directly or indirectly, to leave the employment of Agency.

All amounts required to be paid to Agency are due upon candidate's first day of service at Client or the Facility to which Personnel member is referred. Client's obligation to pay Agency under this provision shall not be subject to offset. Late fees will be assessed for late payments.

B. ORIENTATION. Client shall provide Personnel with instructions regarding Client and facility policies. In the event Client requires Personnel to report to work prior to the first day of Personnel scheduled assignment in order to fulfill any pre-employment requirements, Client will pay Agency the Personnel rate described below for each hour spent by such Personnel fulfilling those requirements. Such fees will be billed on and paid by the Client in accordance with the first invoice delivered to the Client.

C. OVERTIME. Client will be billed for all overtime hours in accordance with the current state and federal laws, rules and regulations where such services are being provided. Calculations of overtime will be 1.5 times the Personnel rate or two (2) times the Personnel rate listed below as required by law.

D. PERMANENT PLACEMENT. Upon Client's request Agency will identify, qualify and interview individuals pursuant to Client-specified job description for Client's direct hire opportunities. If Client hires such individual, Client will be billed in the next billing cycle a fee equal to the greater of USD \$18,750 or 35% of such individual's annual base salary calculated on a 40-hour work week. Such fee shall be due and payable under the terms and conditions of this Agreement.

E. RATE CHANGES. The regular rates are subject to additional increase in the event that FICA, FUTA, SUTA or other applicable taxes are increased by the governing body. In the event of such increase, Agency will increase the regular rates by the exact amount such tax is increased without additional markup or profit to Agency. The rates and terms in this exhibit may be increased or decreased yearly. Clients will receive these updates at least 30 days prior to the effective date.

F. BREAKS AND REST PERIODS. Client agrees to schedule and supervise all Personnel while on assignment with Client and provide all Personnel with all meal periods and rest breaks required by law. Client shall reimburse Agency for any costs, including penalties, incurred by Agency should Client fail to comply with this requirement.

G. RATES. The following rates shall be effective for all working Personnel, new starts, extensions and renewals as first dated below.

DISCIPLINE	HOURLY RATE
Speech Language Pathologist (Monolingual) – includes CFY and teletherapy options	\$85-\$120

Speech Language Pathologist (Bilingual) – includes CFY and teletherapy options	\$85-\$120
Speech Language Pathologist Assistant (Monolingual)	\$67
Speech Language Pathologist Assistant (Bilingual)	\$67
Occupational Therapists	\$98
Certified Occupational Therapist Assistant	\$67
Physical Therapists	\$98
Physical Therapist Assistants	\$67
Certified Nursing Assistant	\$42
Licensed Vocational Nursing	\$51
Registered Nursing	\$70
Certified or Credentialed School Nurse	\$120
School Psychologists	\$130
Adapted Physical Education Teachers	\$100
Board Certified Behavior Analyst (BCBA)	\$125
Guidance Counselors – includes teletherapy option	\$85-\$95
Music Therapists	\$100
Orientation/Mobility Specialists	\$100
Reading Specialists	\$95
Sign Language Interpreters	\$100
Social Workers	\$85-\$95
Special Education Teachers	\$95- \$100
Teachers for the Deaf/Hard of Hearing	\$134
Teachers for the Visually Impaired	\$134
Behavioral Intervention Development	\$125
Behavioral Intervention Implementation	\$51-\$53
Registered Behavior Technician	\$60
Paraprofessional/SpEd Aide	\$42-\$44
Marriage and Family Therapist – includes teletherapy option	\$85 -\$100

NEW MEDISCAN II, LLC dba

Cross Country Education

Mihal Spiegel

 SIGNATURE

Mihal Spiegel

 PRINTED NAME

President

 TITLE

Client: San Mateo Union High School District

 SIGNATURE

 PRINTED NAME

 TITLE

Exhibit B

Special Education Providers, Substitute Teachers and Support Staff HEALTH SCREENING AND CREDENTIALING REQUIREMENTS

1. Personnel must meet the requirements set forth below. In lieu of providing protected health and personal information of their Personnel to Client, Agency will provide Client with an attestation for each Personnel stating (a) they have completed all of the health and background screenings requirements below; (b) there has not been a break in service greater than 180 days of such Personnel subsequent to conducting such health and background screenings; and (c) the results of those screenings have not shown any issues that would render such Personnel unacceptable to Client or otherwise negatively impact student health or safety. Notwithstanding anything herein to the contrary, Agency will provide Client with copies of all other credentialing documents upon request and as permitted by law.
2. Client understands and agrees that it will incur additional costs for any health screenings and/or credentialing requested that is not set forth herein.
3. Items on this document cannot be waived or altered unless approved by the Director of Standards and Quality Management or Chief Clinical Officer. In addition, any requests by Client other than as set forth herein must be agreed upon in writing before Agency shall be required to provide any such additional health screenings and/or credentialing.
4. Client may request Personnel to start with a pending requirement. In such event, prior approval must be obtained by Agency's Director of Standards and Quality Management or Chief Clinical Officer.

TYPE	FREQUENCY	DETAILS
AGENCY STANDARDS		
Application	Upon Hire	Break in service defined: Over 180 days
Annual Mandatory Education (AME)	Upon hire and annually.	Applicable for school setting
Criminal Background Check	Upon hire or re-activation	7 years back- all counties lived and worked with social security trace. Any disciplinary actions, convictions, or potentially disqualifying result will require review with Agency Employee Eligibility Review Board (EERB). If made eligible, applicants can be submitted. CA Only: Live Scan; Any convictions must be explained and evaluated for California Education Code compliance. If acceptable per California Education Code compliance, evaluated by a Director before hire.
State Requirements	Upon hire and according to state and Client	Including mandated educational training
State License Registration Certification	Upon hire, re-activation, every 6 mos., expiration.	Primary source verification- current and valid. Any disciplinary actions, convictions, or potentially disqualifying result will require review with Agency Employee Eligibility Review Board (EERB). If made eligible, applicants can be submitted. Must be explained and evaluated by a Director prior to hire.

Certifications (ex. CPR)	Client requirement	Current and valid
Certification- State Specific	At hire, reactivation, expiration.	As required by locations.
Sanctions	Within 30 days prior to hire with agency and then annually. According to State requirements	For all employees working in California, the OIG, SAM, and Medi-Cal are required to be completed every 30 days. Any disciplinary actions, convictions, or potentially disqualifying result will require review with Employee Eligibility Review Board (EERB). If made eligible, applicants can be submitted
Sex Offender	Within 30 days prior to hire with agency and then annually. According to State requirement.	Sex Offenders are not eligible for employment

Exhibit C

All Client Locations within District boundaries.



CERTIFICATE OF LIABILITY INSURANCE

9/30/2021

DATE (MM/DD/YYYY)

9/25/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 1343941 CROSS COUNTRY HEALTHCARE, INC.- * SEE ATTACHMENT FOR FULL LIST * 6551 PARK OF COMMERCE BLVD., NW BOCA RATON FL 33487	INSURER A: Lloyds of London (NAIC # See Below)		
	INSURER B: SELF INSURED		
	INSURER C: Travelers Property Casualty Co of America		25674
	INSURER D:		
	INSURER E:		
INSURER F:			

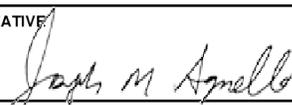
COVERAGES *** **CERTIFICATE NUMBER:** 16994871 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> RETRO DATE 8/26/01 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	GLOPR2002023	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ Included PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	SELF INSURED	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-YP817077-20-51-K... UB-8P766925-20-51-R	9/30/2020 9/30/2020	9/30/2021 9/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 NON-OWNED AUTO COVERAGE IS PROVIDED BY CROSS COUNTRY HEALTHCARE, INC. THROUGH A \$1M SELF-INSURED. LLOYDS OF LONDON NAIC #1126623. Sexual abuse & molestation limits are part of the GL policy.

CERTIFICATE HOLDER**CANCELLATION** See Attachment

16994871 San Mateo Union High School District ATTN: Contracts Dept. 650 North Delaware Street San Mateo CA 94401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

Full Named Insured Schedule

Advantage On Call, LLC (f/k/a CAOC, LLC)

Advantage RN, LLC (f/k/a ARNC HoldCo, LLC)

Advantage RN Local Staffing, LLC (f/k/a CARNLS, LLC)

American Personnel, Inc. d/b/a American Personnel Healthcare Services, AP Healthcare, AP Staffing, Commercial Capital Group, API Search

American Personnel, Inc. d/b/a: AP Healthcare

Assignment America, LLC d/b/a: Cross Country Nurses Local, CRU48 Local, Cross Country Allied Local, Cross Country Medical Staffing Network, Advantage RN Local Staffing, MSN, Medical Staffing Network

Cross Country Staffing Inc. d/b/a Cross Country Staffing, Cross Country Workforce Solutions, Cross Country Healthcare Services

Cross Country Support Services, LLC dba Cross Country Allied

Cross Country Talent Acquisition Group, LLC

Local Staff, LLC d/b/a: Cross Country Local, CRU48 Local

Mediscan Diagnostic Services, LLC d/b/a Mediscan Diagnostic Services, Mediscan, Mediscan Staffing Services

Mediscan Nursing Staffing, LLC

New Mediscan II, LLC d/b/a Cross Country Education, LLC, DirectEd Educational Solutions, DirectEd, Mediscan Staffing Services, DirectEd Educational Services

OWS, LLC d/b/a: Optimal Workforce Solutions

Travel Staff, LLC d/b/a: Cross Country Nurses, CRU48 Travel, Cross Country Allied, Advantage RN, NovaPro Travel, MedStaff Travel, Allied Travel

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR BOARD APPROVAL (Over 25K)

To: Board of Trustees

Date: 10/02/2020

From: Nancy Marty

Site(s) or Department: Burlingame High

Number of Quotes: 1

Vendor/Contractor: Apple

Reason for proposal:

The BHS Yearbook club would like to purchase 15 MacBook Pro Laptops & 15 4-year AppleCare+ subscriptions

Certificate of Insurance: NA

Contract Amount: \$43,656.83

Funding Source: 08 Fund - BHS Yearbook

Approved by:

Nancy Marty 10/02/2020

Personnel who oversees Site/Department budget

Vanessa Castano 10/09/2020

Manager of Capital Facilities and Purchasing

Valerie Miller 10/13/2020

Director of Budget and Fiscal Services

Your Cart

[Update](#)

- [Mac](#)
- [iPhone](#)
- [Watch](#)
- [iPad](#)
- [Apple TV](#)
- [Music](#)
- [Accessories](#)

[Solutions & Offerings](#)

[Create Template](#) | [Send Proposal](#)

Add Part

Item Picture	Description	Quantity	Total Quantity	Unit Price	Total Price
	<p>16-inch MacBook Pro with Touch Bar - Silver [Configure]</p> <p>Z0Y1</p> <p><u>Specifications</u></p> <p>Processor: (065-C879) - 2.6GHz 6-core Intel Core i7, Turbo Boost up to 4.5GHz</p> <p>Graphics: (065-C87G) - AMD Radeon Pro 5500M with 4GB of GDDR6 memory</p> <p>Memory: (065-C87J) - 16GB 2666MHz DDR4 memory</p> <p>Storage: (065-C87M) - 512GB SSD storage</p> <p>Retina display with True Tone: (065-C87V) - Retina display with True Tone</p> <p>Four Thunderbolt 3 ports: (065-C87W) - Four Thunderbolt 3 ports</p> <p>Touch Bar and Touch ID: (065-C87X) - Touch Bar and Touch ID</p> <p>Keyboard Language: (065-C8F7) - Backlit Keyboard - US English</p> <p>Estimated Shipping: 4-6 business days</p>	<input style="width: 40px; height: 20px;" type="text" value="15"/>	15	2,289.00 USD Recycle Fee	<p>34,335.00 USD</p> <p>75.00 USD</p>
	<p>4-Year AppleCare+ for Schools - 16-inch MacBook Pro</p> <p>S7740LL/A</p> <p>Estimated Shipping: Automatically registered</p>	<input style="width: 40px; height: 20px;" type="text" value="15"/>	15	399.00 USD	<p>5,985.00 USD</p>

Subtotal **40,395.00 USD**
 Estimated Tax **3,261.83 USD**
Total 43,656.83 USD



CLUB MINUTES FORM

Name of Club: PUBlications

Meeting Date: 9/28 Time: 10:50 Location: DL Called to order by: Ms. Riley

The minutes of the previous meeting dated _____ were read and approved (corrected and approved).

Meeting Attendees (sign in sheet on back or attach):

Communication and Reports:

Old Business:

- Decide on Cover
- _____

New Business:

- _____
- _____
- _____

The following **PURCHASE ORDER(S)** were approved (**list below or attach separate listing**):

Vendor Name:	Amount:	Purpose of Expenditure:
Apple	44,000	15 laptops
Amazon	8000	Cameras + reflectors
Michelle Riley	400	supplies, postage for yearbook

Motion by: Jacklyn Nee Second by: Niall Finnegan

Vote Count: 19 Number For: 19 Number Opposed: 0

The following **TRANSFERS OF FUNDS** were approved (**list below or attach separate listing**):

Vendor Name:	Amount:	Reason for Transfer:

Motion by: _____ Second by: _____

Vote Count: _____ Number For: _____ Number Opposed: _____

The following **PAYMENTS/REIMBURSEMENTS/INVOICES** were submitted for payment (**list below or attach listing**):

Payable to:	Amount:	Purpose of Expenditure:
Cheapest Ts	800	Class shirts

Motion by: Jacklyn Nee Second by: Niall Finnegan

Vote Count: 19 Number For: 19 Number Opposed: 0

ASB/Club Secretary (Sign and date): Jake Cacciato

ASB/Club Advisor (Sign and date): Michelle Riley

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR BOARD APPROVAL (Over 25K)

To: Board of Trustees

Date: 10/06/2020

From: Araceli Pena

Site(s) or Department: Adult School

Adult School

Number of Quotes: 1

Vendor/Contractor: DELL EMC

Reason for proposal:

Due to COVID-19 the Adult School is purchasing 60 laptops for teachers for distance learning.

Certificate of Insurance: n/a

Contract Amount: \$61,901.18

Funding Source: 01-3220

Approved by:

Araceli Pena

10/06/2020

Personnel who oversees Site/Department budget

Vanessa Castano

10/09/2020

Manager of Capital Facilities and Purchasing

Valerie Miller

10/09/2020

Director of Budget and Fiscal Services



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000069317954.1	Sales Rep	Debbie Trembley
Total	\$61,901.18	Phone	(800) 456-3355, 6180184
Customer #	95736668	Email	Debbie_Trembley@Dell.com
Quoted On	Sep. 21, 2020	Billing To	ACCOUNTS PAYABLE
Expires by	Oct. 21, 2020		SAN MATEO UNION HIGH SCHOOL
Deal ID	20386186		L
			650 N DELAWARE ST
			SAN MATEO, CA 94401-1732

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Debbie Trembley

Shipping Group

Shipping To	Shipping Method
SIMON BETTIS SAN MATEO UNION HIGH SCHOOL 300 PEIDMONTBLDG D STE 403 TECHNOLOGY SUPPORT GROUP SAN BRUNO, CA 94066 (650) 558-2489	Standard Delivery

Product	Unit Price	Qty	Subtotal
Dell Latitude 3510	\$955.01	60	\$57,300.60

Subtotal:	\$57,300.60
Shipping:	\$0.00
Environmental Fee:	\$300.00
Non-Taxable Amount:	\$13,492.20
Taxable Amount:	\$44,108.40
Estimated Tax:	\$4,300.58
<hr/>	
Total:	\$61,901.18

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

SIMON BETTIS
 SAN MATEO UNION HIGH SCHOOL
 300 PEIDMONTBLDG D STE 403
 TECHNOLOGY SUPPORT GROUP
 SAN BRUNO, CA 94066
 (650) 558-2489

Shipping Method

Standard Delivery

			Qty	Subtotal
Dell Latitude 3510		\$955.01	60	\$57,300.60
Estimated delivery if purchased today: Nov. 11, 2020 Contract # C000000008783 Customer Agreement # 3-16-70-0012B				
Description	SKU	Unit Price	Qty	Subtotal
Dell Latitude 3510	210-AVTI	-	60	-
10th Generation Intel Core i5-10210U (4 Core, 6M cache, base 1.6GHz, up to 4.2GHz)	379-BDZM	-	60	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	60	-
No Productivity Software	630-AAPK	-	60	-
Integrated Intel UHD for 10th Generation Intel Core i5-10210U	338-BVBN	-	60	-
8GB,1x8GB, DDR4 Non-ECC	370-AFEH	-	60	-
Not selected in this configuration	817-BBBC	-	60	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BIJP	-	60	-
15.6" LCD Display Back Cover, WLAN	320-BDSQ	-	60	-
15.6" FHD WVA (1920 x 1080) Anti-Glare Non-Touch, Camera & Microphone	391-BFEH	-	60	-
Backlit Power Button with No Fingerprint Reader	346-BGIO	-	60	-
Single Pointing Backlit Keyboard, US English	583-BGJE	-	60	-
WLAN Driver Intel AX201, CML /9260, KBL-R (with Bluetooth)	555-BFSF	-	60	-
Intel Dual Band Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.1	555-BFNI	-	60	-
No Mobile Broadband Card	556-BBCD	-	60	-
4 Cell 53Whr ExpressCharge Capable Battery	451-BCPS	-	60	-
65 Watt AC Adapter	450-ADTR	-	60	-
No Anti-Virus Software	650-AAAM	-	60	-
OS-Windows Media Not Included	620-AALW	-	60	-
US Power Cord	537-BBBL	-	60	-
Latitude 3510 Quick Start Guide	340-CPVC	-	60	-
US Order	332-1286	-	60	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	60	-
Custom Configuration	817-BBBB	-	60	-
Regulatory Label, FCC	389-DPGZ	-	60	-
SupportAssist	525-BBCL	-	60	-
Software Driver	555-BFUC	-	60	-

Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	60	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	60	-
Waves Maxx Audio	658-BBRB	-	60	-
Dell Power Manager	658-BDVK	-	60	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	60	-
Dell Optimizer	658-BEQP	-	60	-
Direct Ship Info Mod	340-AASO	-	60	-
Mix Model Packaging	340-CQTO	-	60	-
System Ship Info	640-BBJB	-	60	-
Intel(R) Core(TM) i5 Processor Label	340-CNBZ	-	60	-
No Mouse	570-AADK	-	60	-
No Resource DVD / USB	430-XXYG	-	60	-
ENERGY STAR Qualified	387-BBOO	-	60	-
BTO Standard Shipment (S)	800-BBQN	-	60	-
No UPC Label	389-BCGW	-	60	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	60	-
Latitude 3510 Bottom Door Included	321-BFKI	-	60	-
No AutoPilot	340-CKSZ	-	60	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	60	-
Dell Limited Hardware Warranty	997-6727	-	60	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-6746	-	60	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-6755	-	60	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-6762	-	60	-
ProSupport Plus: Next Business Day Onsite, 2 Year Extended	997-6764	-	60	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-6773	-	60	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	60	-

Subtotal:	\$57,300.60
Shipping:	\$0.00
Environmental Fee:	\$300.00
Estimated Tax:	\$4,300.58
Total:	\$61,901.18

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

Customer agrees to accept delivery of its order within a reasonable amount of time from when the order is shipped.

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR BOARD APPROVAL (Over 25K)

To: Board of Trustees

Date: 10/07/2020

From: Linda Carlton

Site(s) or Department: Districtwide

Number of Quotes: 3

Vendor/Contractor: Home Depot Pro

Reason for proposal:
For Merv-13 air filter purchases FY2020-2021

Certificate of Insurance: N/A

Contract Amount: \$62,023.82

Funding Source: General Fund - Operations

Approved by:



10/07/2020

Personnel who oversees Site/Department budget



10/09/2020

Manager of Capital Facilities and Purchasing



10/09/2020

Director of Budget and Fiscal Services



Pro™

Institutional

200#1

Sales Rep: Matt Toomey

Email: MATTHEW_D_TOOMEY@homedepot.com

AIR FILTER PURCHASE FY2020-2021

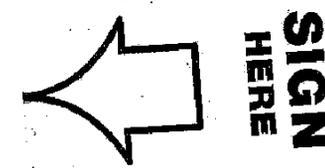
Part Number	Description	Nominal Size	Case Qty	Case Sell Price	Ea Sell Price
21213-011020	PRIME PLT M13	10 x 20 x 1	12	\$79.00	\$6.58
21213-011420	PRIME PLT M13	14 x 20 x 1	12	\$89.00	\$7.42
21213-011424	PRIME PLT M13	14 x 24 x 1	12	\$92.00	\$7.67
21213-011625	PRIME PLT M13	16 x 25 x 1	12	\$97.00	\$8.08
21213C011826	PRIME PLT M13	18 x 26 x 1	12	\$281.00	\$23.42
21213-012020	PRIME PLT M13	20 x 20 x 1	12	\$97.00	\$8.08
21213-012024	PRIME PLT M13	20 x 24 x 1	12	\$97.00	\$8.08
21213-012025	PRIME PLT M13	20 x 25 x 1	12	\$107.00	\$8.92
21213-012030	PRIME PLT M13	20 x 30 x 1	12	\$118.00	\$9.83
21213C0012237	PRIME PLT M13	22 x 37 x 1	12	\$409.00	\$34.08
21213C012425	PRIME PLT M13	24 x 25 x 1	12	\$341.00	\$28.42
21213C021020	PRIME PLT M13	10 x 20 x 2	12	\$252.00	\$21.00
21213-021224	PRIME PLT M13	12 x 24 x 2	12	\$90.00	\$7.50
21213C021230	PRIME PLT M13	12 x 30 x 2	12	\$309.00	\$25.75
21213-021616	PRIME PLT M13	16 x 16 x 2	12	\$94.00	\$7.83
21213-021620	PRIME PLT M13	16 x 20 x 2	12	\$93.00	\$7.75
21213-021625	PRIME PLT M13	16 x 25 x 2	12	\$107.00	\$8.92
21213C021632	PRIME PLT M13	16 x 32 x 2	12	\$398.00	\$33.17
21213-021824	PRIME PLT M13	18 x 24 x 2	12	\$113.00	\$9.42
21213-022020	PRIME PLT M13	20 x 20 x 2	12	\$105.00	\$8.75
21213-022024	PRIME PLT M13	20 x 24 x 2	12	\$118.00	\$9.83
21213-022025	PRIME PLT M13	20 x 25 x 2	12	\$120.00	\$10.00
21213-022030	PRIME PLT M13	20 x 30 x 2	12	\$120.00	\$10.00
21213-022424	PRIME PLT M13	24 x 24 x 2	12	\$130.00	\$10.83
21213C022525	PRIME PLT M13	25 x 25 x 2	12	\$375.00	\$31.25
21213-041224	PRIME PLT M14	12 x 24 x 4	6	\$95.00	\$15.83
21213-041620	PRIME PLT M13	16 x 20 x 4	6	\$87.00	\$14.50
21213-042020	PRIME PLT M13	20 x 20 x 4	6	\$93.00	\$15.50
21213-042025	PRIME PLT M13	20 x 25 x 4	6	\$94.00	\$15.67
21213-042424	PRIME PLT M13	24 x 24 x 4	6	\$94.00	\$15.67
21213C0011246	PRIME PLT M13	12 x 46 x 1	12	\$307.00	\$25.58
21213C00112545	PRIME PLT M13	12 x 54.5 x 1	12	\$372.00	\$31.00
C13S03122412	3AG 80-85% MERV	12x24x12	1	\$20.00	\$20.00
C13S06242412	3AG 80-85% MERV	24x24x12	1	\$36.00	\$36.00
C13S06202412	3AG 80-85% MERV	20x24x12	1	\$34.00	\$34.00
C13S06242415	3AG 80-85% MERV	24x24x15	1	\$36.00	\$36.00

AHS	Cases	Line Total	BHS	Cases	Line Total	CHS	Cases	Line Total	HHS	Cases	Line Total
0	0	\$ -	40	4	\$ 316.00	0	0	\$ -	0	0	\$ -
0	0	\$ -	32	3	\$ 267.00	0	0	\$ -	0	0	\$ -
0	0	\$ -	16	2	\$ 184.00	0	0	\$ -	0	0	\$ -
0	0	\$ -	16	2	\$ 194.00	0	0	\$ -	0	0	\$ -
0	0	\$ -	4	1	\$ 281.00	0	0	\$ -	0	0	\$ -
0	0	\$ -	28	3	\$ 291.00	0	0	\$ -	0	0	\$ -
0	0	\$ -	0	0	\$ -	52	5	\$ 481.09	0	0	\$ -
0	0	\$ -	44	4	\$ 428.00	0	0	\$ -	0	0	\$ -
0	0	\$ -	0	0	\$ -	24	2	\$ 680.86	0	0	\$ -
80	7	\$ 1,764.00	0	0	\$ -	0	0	\$ -	0	0	\$ -
58	5	\$ 450.00	0	0	\$ -	12	1	\$ 89.12	84	7	\$ 630.00
12	1	\$ 309.00	0	0	\$ -	0	0	\$ -	0	0	\$ -
0	0	\$ -	44	4	\$ 376.00	0	0	\$ -	0	0	\$ -
136	12	\$ 1,116.00	400	34	\$ 3,162.00	12	1	\$ 92.32	60	5	\$ 465.00
140	12	\$ 1,284.00	244	21	\$ 2,247.00	84	7	\$ 748.90	56	5	\$ 535.00
0	0	\$ -	0	0	\$ -	0	0	\$ -	0	0	\$ -
0	0	\$ -	0	0	\$ -	12	1	\$ 112.94	0	0	\$ -
295	25	\$ 2,625.00	200	17	\$ 1,785.00	72	6	\$ 625.42	56	5	\$ 525.00
0	0	\$ -	16	2	\$ 236.00	76	7	\$ 819.46	40	4	\$ 472.00
69	6	\$ 720.00	144	12	\$ 1,440.00	96	8	\$ 954.85	86	8	\$ 960.00
0	0	\$ -	40	4	\$ 480.00	24	2	\$ 238.71	4	1	\$ 120.00
32	3	\$ 390.00	0	0	\$ -	0	0	\$ -	236	20	\$ 2,600.00
0	0	\$ -	0	0	\$ -	24	2	\$ 749.13	0	0	\$ -
0	0	\$ -	0	0	\$ -	0	0	\$ -	0	0	\$ -
0	0	\$ -	0	0	\$ -	0	0	\$ -	0	0	\$ -
0	0	\$ -	0	0	\$ -	4	1	\$ 93.13	0	0	\$ -
24	4	\$ 376.00	8	2	\$ 188.00	0	0	\$ -	0	0	\$ -
0	0	\$ -	0	0	\$ -	0	0	\$ -	0	0	\$ -
0	0	\$ -	0	0	\$ -	0	0	\$ -	0	0	\$ -
0	0	\$ -	0	0	\$ -	0	0	\$ -	33	33	\$ 660.00
0	0	\$ -	0	0	\$ -	0	0	\$ -	79	79	\$ 2,844.00
0	0	\$ -	0	0	\$ -	0	0	\$ -	2	2	\$ 68.00
0	0	\$ -	0	0	\$ -	0	0	\$ -	0	0	\$ -

\$ 9,034.00	1276	115	\$ 11,875.00	492	43	\$ 5,685.92	736	169	\$ 9,879.00
\$ 858.23			\$ 1,128.13			\$ 540.16			\$ 938.51
\$ -			\$ -			\$ -			\$ -
\$ 9,892.23			\$ 13,003.13			\$ 6,226.08			\$ 10,817.51
AHS			BHS			CHS			HHS

Subtotal	\$ 56,642.76
Tax	\$ 5,381.06
Shipping	\$ -
GRAND TOTAL	\$ 62,023.82

Handwritten signature





Pro™

Institutional

QUOT#1

Sales Rep: Matt Toomey

Email: MATTHEW_D_TOOMEY@homedepot.com

AIR FILTER PURCHASE FY2020-2021

Part Number	Description	Nominal Size	Case Qty	Case Sell Price	Ea Sell Price	M&O			SMART			TRANS		
						Cases	Line Total		Cases	Line Total		Cases	Line Total	
21213-011020	PRIME PLT M13	10 x 20 x 1	12	\$79.00	\$6.58	0	0	\$ -	0	0	\$ -	0	0	\$ -
21213-011420	PRIME PLT M13	14 x 20 x 1	12	\$89.00	\$7.42	0	0	\$ -	0	0	\$ -	0	0	\$ -
21213-011424	PRIME PLT M13	14 x 24 x 1	12	\$92.00	\$7.67	0	0	\$ -	0	0	\$ -	0	0	\$ -
21213-011625	PRIME PLT M13	16 x 25 x 1	12	\$97.00	\$8.08	0	0	\$ -	0	0	\$ -	0	0	\$ -
21213C011826	PRIME PLT M13	18 x 26 x 1	12	\$281.00	\$23.42	0	0	\$ -	0	0	\$ -	0	0	\$ -
21213-012020	PRIME PLT M13	20 x 20 x 1	12	\$97.00	\$8.08	0	0	\$ -	0	0	\$ -	0	0	\$ -
21213-012024	PRIME PLT M13	20 x 24 x 1	12	\$97.00	\$8.08	0	0	\$ -	0	0	\$ -	0	0	\$ -
21213-012025	PRIME PLT M13	20 x 25 x 1	12	\$107.00	\$8.92	0	0	\$ -	0	0	\$ -	0	0	\$ -
21213-012030	PRIME PLT M13	20 x 30 x 1	12	\$118.00	\$9.83	0	0	\$ -	24	2	\$ 236.00	0	0	\$ -
21213CD012237	PRIME PLT M13	22 x 37 x 1	12	\$409.00	\$34.08	0	0	\$ -	12	1	\$ 409.00	0	0	\$ -
21213C012425	PRIME PLT M13	24 x 25 x 1	12	\$341.00	\$28.42	0	0	\$ -	0	0	\$ -	0	0	\$ -
21213C021020	PRIME PLT M13	10 x 20 x 2	12	\$252.00	\$21.00	0	0	\$ -	0	0	\$ -	0	0	\$ -
21213-021224	PRIME PLT M13	12 x 24 x 2	12	\$90.00	\$7.50	0	0	\$ -	0	0	\$ -	0	0	\$ -
21213C021230	PRIME PLT M13	12 x 30 x 2	12	\$309.00	\$25.75	0	0	\$ -	0	0	\$ -	0	0	\$ -
21213-021616	PRIME PLT M13	16 x 16 x 2	12	\$94.00	\$7.83	0	0	\$ -	0	0	\$ -	0	0	\$ -
21213-021620	PRIME PLT M13	16 x 20 x 2	12	\$93.00	\$7.75	36	3	\$ 279.00	12	1	\$ 93.00	12	1	\$ 93.00
21213-021625	PRIME PLT M13	16 x 25 x 2	12	\$107.00	\$8.92	0	0	\$ -	24	2	\$ 214.00	0	0	\$ -
21213CD021632	PRIME PLT M13	16 x 32 x 2	12	\$398.00	\$33.17	0	0	\$ -	0	0	\$ -	0	0	\$ -
21213-021824	PRIME PLT M13	18 x 24 x 2	12	\$113.00	\$9.42	0	0	\$ -	0	0	\$ -	0	0	\$ -
21213-022020	PRIME PLT M13	20 x 20 x 2	12	\$105.00	\$8.75	0	0	\$ -	0	0	\$ -	12	1	\$ 105.00
21213-022024	PRIME PLT M13	20 x 24 x 2	12	\$118.00	\$9.83	0	0	\$ -	0	0	\$ -	0	0	\$ -
21213-022025	PRIME PLT M13	20 x 25 x 2	12	\$120.00	\$10.00	0	0	\$ -	0	0	\$ -	0	0	\$ -
21213-022030	PRIME PLT M13	20 x 30 x 2	12	\$120.00	\$10.00	0	0	\$ -	0	0	\$ -	0	0	\$ -
21213-022424	PRIME PLT M13	24 x 24 x 2	12	\$130.00	\$10.83	0	0	\$ -	0	0	\$ -	0	0	\$ -
21213C022525	PRIME PLT M13	25 x 25 x 2	12	\$375.00	\$31.25	0	0	\$ -	0	0	\$ -	0	0	\$ -
21213-041224	PRIME PLT M14	12 x 24 x 4	6	\$95.00	\$15.83	0	0	\$ -	0	0	\$ -	0	0	\$ -
21213-041620	PRIME PLT M13	16 x 20 x 4	6	\$87.00	\$14.50	0	0	\$ -	0	0	\$ -	0	0	\$ -
21213-042020	PRIME PLT M13	20 x 20 x 4	6	\$93.00	\$15.50	0	0	\$ -	0	0	\$ -	0	0	\$ -
21213-042025	PRIME PLT M13	20 x 25 x 4	6	\$94.00	\$15.67	0	0	\$ -	0	0	\$ -	0	0	\$ -
21213-042424	PRIME PLT M13	24 x 24 x 4	6	\$94.00	\$15.67	0	0	\$ -	0	0	\$ -	0	0	\$ -
21213CD011246	PRIME PLT M13	12 x 46 x 1	12	\$307.00	\$25.58	0	0	\$ -	0	0	\$ -	0	0	\$ -
21213CD0112545	PRIME PLT M13	12 x 54.5 x 1	12	\$372.00	\$31.00	0	0	\$ -	0	0	\$ -	0	0	\$ -
C13S03122412	3AG 80-85% MERV	12x24x12	1	\$20.00	\$20.00	0	0	\$ -	0	0	\$ -	0	0	\$ -
C13S06242412	3AG 80-85% MERV	24x24x12	1	\$36.00	\$36.00	0	0	\$ -	0	0	\$ -	0	0	\$ -
C13S06202412	3AG 80-85% MERV	20x24x12	1	\$34.00	\$34.00	0	0	\$ -	0	0	\$ -	0	0	\$ -
C13S06242415	3AG 80-85% MERV	24x24x15	1	\$36.00	\$36.00	0	0	\$ -	0	0	\$ -	0	0	\$ -
						36	3	\$ 279.00	72	6	\$ 952.00	24	2	\$ 198.00
								\$ 26.51			\$ 90.44			\$ 18.81
								\$ -			\$ -			\$ -
								<u>\$ 305.51</u>			<u>\$ 1,042.44</u>			<u>\$ 216.81</u>
								M&O			SMART			TRANS

Q00#2

Air Filter Supply, Inc.
 1060 Commercial Street
 Suite 103
 San Jose CA 95112

Bill To:
 San Mateo Union High School Distr...
 650 N. Delaware Str.
 San Mateo CA 94401

Ship To:
 AFS - San Jose
 Walk-In Customer - San Jose
 1060 COMMERCIAL ST
 Suite 103
 SAN JOSE CA 95112-1437

individual quote on file

Date: 9/29/2020
Quote Number: Q039895 ←

Expires: 10/29/2020
Lead Time: 4-6 weeks
Terms: Credit Card
Shipping Method: Will Call
Shipping Terms:
Sales Rep:
Shipping Tax Code: Sales Tax SaaS CORE
Shipping Tax Rate: 0
FastTrack Order Num...

	<u>Amount</u>	
Subtotal	\$ 9,601.00	
Tax	\$ 888.10	
Total	\$ 10,489.20	AHS

Date: 9/29/2020
Quote Number: Q039888 ←

Expires: 10/29/2020
Lead Time: 4-6 weeks
Terms: Credit Card
Shipping Method: Will Call
Shipping Terms:
Sales Rep:
Shipping Tax Code: Sales Tax SaaS CORE
Shipping Tax Rate: 0
FastTrack Order Num...

	<u>Amount</u>	
Subtotal	\$ 11,242.68	
Tax	\$ 1,039.95	
Total	\$ 12,282.63	BHS

Date: 9/29/2020
Quote Number: Q039880 ←

Expires: 10/29/2020
Lead Time: 4-6 weeks
Terms: Credit Card
Shipping Method: Will Call
Shipping Terms:
Sales Rep:
Shipping Tax Code: Sales Tax SaaS CORE
Shipping Tax Rate: 0
FastTrack Order Num...

	<u>Amount</u>	
Subtotal	\$ 6,126.96	
Tax	\$ 566.74	
Total	\$ 6,693.70	CHS

Date: 9/29/2020
Quote Number: Q039891 ←

Expires: 10/29/2020
Lead Time: 4-8 weeks
Terms: Credit Card
Shipping Method: Will Call
Shipping Terms:
Sales Rep:
Shipping Tax Code: Sales Tax SaaS CORE
Shipping Tax Rate: 0
FastTrack Order Num...

	<u>Amount</u>	
Subtotal	\$ 9,177.81	
Tax	\$ 848.93	
Total	\$ 10,026.74	HHS

SUBTOTAL	\$ 57,068.14
TAX	\$ 5,278.78
SHIPPING	\$ -
GRAND TOTAL	\$ 62,347.02

Q00#2

Q00#2

Air Filter Supply, Inc.
 1060 Commercial Street
 Suite 103
 San Jose CA 95112

Bill To:

San Mateo Union High School Distr...
 650 N. Delaware Str.
 San Mateo CA 94401

Ship To:

AFS - San Jose
 Walk-In Customer - San Jose
 1060 COMMERCIAL ST
 Suite 103
 SAN JOSE CA 95112-1437

Date: 9/29/2020
 Quote Number: Q039892 ←

Expires: 10/29/2020
 Lead Time: 4-6 weeks
 Terms: Credit Card
 Shipping Method: Will Call
 Shipping Terms:
 Sales Rep:
 Shipping Tax Code: Sales Tax SaaS CORE
 Shipping Tax Rate: 0
 FastTrack Order Num...

	<u>Amount</u>	
Subtotal	\$ 8,459.13	
Tax	\$ 782.47	
Total	\$ 9,241.60	MHS

Date: 9/29/2020
 Quote Number: Q039896 ←

Expires: 10/29/2020
 Lead Time: 4-6 weeks
 Terms: Credit Card
 Shipping Method: Will Call
 Shipping Terms:
 Sales Rep:
 Shipping Tax Code: Sales Tax SaaS CORE
 Shipping Tax Rate: 0
 FastTrack Order Num...

	<u>Amount</u>	
Subtotal	\$ 7,852.92	
Tax	\$ 726.39	
Total	\$ 8,579.31	SMHS

Date: 10/2/2020
 Quote Number: Q040077 ←

Expires: 11/1/2020
 Lead Time: 4-6 weeks
 Terms: Credit Card
 Shipping Method: Will Call
 Shipping Terms:
 Sales Rep:
 Shipping Tax Code: Sales Tax SaaS CORE
 Shipping Tax Rate: 0
 FastTrack Order Num...

	<u>Amount</u>	
Subtotal	\$ 724.08	
Tax	\$ 66.98	
Total	\$ 791.06	PHS

Date: 10/2/2020
 Quote Number: Q040073 ←

Expires: 11/1/2020
 Lead Time: 4-6 weeks
 Terms: Credit Card
 Shipping Method: Will Call
 Shipping Terms:
 Sales Rep:
 Shipping Tax Code: Sales Tax SaaS CORE
 Shipping Tax Rate: 0
 FastTrack Order Num...

	<u>Amount</u>	
Subtotal	\$ 2,311.56	
Tax	\$ 213.82	
Total	\$ 2,525.38	PAC



QUO#2

Air Filter Supply, Inc.
1060 Commercial Street
Suite 103
San Jose CA 95112

Bill To:
San Mateo Union High School Distr...
650 N. Delaware Str.
San Mateo CA 94401

Ship To:
AFS - San Jose
Walk-In Customer - San Jose
1060 COMMERCIAL ST
Suite 103
SAN JOSE CA 95112-1437

Date:	10/2/2020	<u>Amount</u>	
Quote Number:	Q040076	Subtotal \$	251.04
Expires:	11/1/2020	Tax \$	23.22
Lead Time:	4-6 weeks	Total \$	274.26
Terms:	Credit Card		TRANS
Shipping Method:	Will Call		
Shipping Terms:			
Sales Rep:			
Shipping Tax Code	Sales Tax SaaS CORE		
Shipping Tax Rate	0		
FastTrack Order Num...			

Date:	10/2/2020	<u>Amount</u>	
Quote Number:	Q040074	Subtotal \$	351.72
Expires:	11/1/2020	Tax \$	32.53
Lead Time:	4-6 weeks	Total \$	384.25
Terms:	Credit Card		M&O
Shipping Method:	Will Call		
Shipping Terms:			
Sales Rep:			
Shipping Tax Code	Sales Tax SaaS CORE		
Shipping Tax Rate	0		
FastTrack Order Num...			

Date:	10/2/2020	<u>Amount</u>	
Quote Number:	Q040076	Subtotal \$	969.24
Expires:	11/1/2020	Tax \$	89.65
Lead Time:	4-6 weeks	Total \$	1,058.89
Terms:	Credit Card		ADS
Shipping Method:	Will Call		
Shipping Terms:			
Sales Rep:			
Shipping Tax Code	Sales Tax SaaS CORE		
Shipping Tax Rate	0		
FastTrack Order Num...			

