

SAN MATEO UNION HIGH SCHOOL DISTRICT

Approval of Consulting Agreements, Contracts, Invoices and Purchase Orders over \$25,000

Submitted to the Board of Trustees on 8/12/2021

VENDOR/CONTRACTOR	SITE/DEPT	DESCRIPTION	FUNDING SOURCE	AMOUNT
Loral Landscape	Aragon High	For various tree works on Woodland Drive	General Fund - Grounds	\$ 25,370.00
American Asphalt	Hillsdale High	To install asphalt for the Maintenance shed area	General Fund - Maintenance	\$ 65,890.00
Frontline Education	Human Resources	Absence & Time Solution for all District Employees	HR General Fund	\$ 33,073.95
Bark Technologies	Student Services	to provide additional technological support and monitoring.	Student Services	\$ 27,000.00
WestEd	District Office	WestEd Contract 2021-22 SY	ELO PD	\$ 52,700.00
Edgenuity	District Office	Edgenuity Contract for 2021-22	ELO Fund	\$ 42,500.00
			TOTAL	\$ 246,533.95

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR BOARD APPROVAL (Over 25K)

To: Board of Trustees

Date: 06/25/2021

From: Linda Carlton

Site(s) or Department: Aragon High

Number of Quotes: 3

Vendor/Contractor: Loral Landscape

Reason for proposal:

For various tree works on Woodland Drive

Certificate of Insurance: CL2132904053

Contract Amount: \$25,370.00

Funding Source: General Fund - Grounds

Approved by:



06/25/2021

Personnel who oversees Site/Department budget

Vanessa Castano

06/28/2021

Manager of Capital Facilities and Purchasing

Valerie Miller

06/30/2021

Director of Budget and Fiscal Services

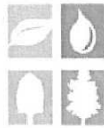
Yancy Hawkins

07/06/2021

Associate Superintendent, Chief Business Officer

LORAL

Horticultural Services



704 South Amphlett Blvd
San Mateo, CA 94402
650 340 6940 tel
650 340 6946 fax
Lic #C-643676

Estimate

000#1

CUSTOMER	
Aragon High School San Mateo Union High School 650 N. Delaware Street San Mateo, CA 94401 Attn: Maintenance & Operations Dept	
PHONE	FAX
650-280-7717	

PROJECT	
Aragon High School- Eucalyptus Tree May R	
DATE	5/20/2021
ESTIMATE #	2021-0543
SUPERVISOR	MAB

DESCRIPTION	
As per request the following revised estimate is for tree work for Aragon High School	
1055 Woodland Drive 8 Eucalyptus trees water shoot removal, crown clean and crown thin	
986 Woodland Drive 6 Eucalyptus trees water shoot removal, crown clean and crown thin	
Haul all resulting debris	
Cost \$ 22,870.00	
Removal:	22,870.00 +
1055 Woodland Drive 2 dead Eucalyptus tree cut to grade	2,500.00 +
985 Woodland Drive 1 dead Eucalyptus tree cut to grade	<u>25,370.00 *</u>
Haul all resulting debris	
Cost \$ 2,500.00	
<p><i>\$25,370.00</i></p> <p><i>[Signature]</i></p>	
Terms: The undersigned orders the above work to be done and agrees to pay the amount stated upon completion of contract, unless terms have been written and agreed to by both parties at the time of acceptance of this contract. Loral Landscaping is not responsible for damage done to underground utilities or damaged irrigation components. This estimate is binding for 30 days. This contract must be signed and returned before work can be scheduled.	
Customer Signature _____	
Date _____	



TIMBERLINE

TREE SERVICE, INC.

350 Lang Road, Burlingame, CA 94010
(650) 697-2310 • Fax (650) 697-4139 • License #710738
sales@timberlinetreeservice.com

Fully Licensed and Insured for Your Protection

200#2

Name San Mateo Union High School District Phone _____ Phone _____ Date 6/7/21
Street 1005 Woodland Billing jhyde@smuhdsd.org
City San Mateo Zip _____ City _____ Zip _____

ESTIMATE

The following is a description of work to be performed only:

Aragon High School

Side trim (13) large Eucalyptus trees back to fence line

Haul all debris \$ 19,900.00

Remove large amounts of bark, dead branches, and debris from Eucalyptus trees

Haul all debris \$ 5,500.00

We will use the following prevailing wage determination: NC-102-X-21-2020-2 (Tree Maintenance-Laborer)

Estimated by Steve Willett

CONTRACT

- All contract work must be listed. No verbal agreements are accepted.
- We are not responsible for underground utilities, pipes, or wires.
- All permits and their associated fees are the responsibility of the property owner.
- STUMP GRINDINGS will NOT be hauled away unless otherwise specified.
- TREE ROOTS will NOT be removed unless otherwise specified above.
- We are not responsible for concrete stains caused by tree sap.

An express mechanics lien is hereby acknowledged on the above property to secure the amount of services provided thereto.

Customer: Accepted by _____ Date _____

The above is an estimate and does not constitute any agreement to perform work unless accepted by Timberline below.

Timberline: Accepted by _____ Date _____

The Tree Guys

Bay Area Tree Co. Inc.

650-357-1229

License #798827

63 Bovet Rd. #324
San Mateo, CA. 94402
Fax (650) 357-1429
service@bayareatree.com

Quo#3

Estimate

Date	Estimate #
5/14/2021	31415

Name / Address
Aragon High School Jim Hyde 900 Alameda de las Pulgas San Mateo, CA 94402

Description	Total
South End Hillside - Line Item #1: Head back canopies of 8 Eucalyptus over neighbor's property to fence line. Clean out lower 20' of trees Line Item #2: Remove 1-11" Eucalyptus on fence leaning over Hobart Ave, cut to grade Haul all debris North End Hillside - Line Item #3: Head back canopies of 7 Eucalyptus over neighbor's property to fence line - Clear out lower 20' of trees Line Item #4: Remove (1-11") (1-12") and (1 10" dead) Eucalyptus, cut to grade Haul all debris *Need to open sections of fence and access on all neighbor's property. *Need permission to clear cut all shrubs and under brush 10' behind fence in one neighbor's backyard far north corner	37,850.00
Payment due upon completion.	Total \$37,850.00

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR BOARD APPROVAL (Over 25K)

To: Board of Trustees

Date: 07/02/2021

From: Linda Carlton

Site(s) or Department: Hillsdale High

Number of Quotes: 3

Vendor/Contractor: American Asphalt

Reason for proposal:

To install asphalt for the Maintenance shed area

Certificate of Insurance: 1592140948

Contract Amount: \$65,890.00

Funding Source: General Fund - Maintenance

Approved by:



07/02/2021

Personnel who oversees Site/Department budget

Vanessa Castano

07/12/2021

Manager of Capital Facilities and Purchasing

Valerie Miller

07/14/2021

Director of Budget and Fiscal Services

Yancy Hawkins

07/14/2021

Associate Superintendent, Chief Business Officer

24200 Clawiter Road
P.O. Box 3367
Hayward, CA 94540



Tel: (510) 723-0280
Fax: (510) 723-0288
License No. 439591

Date: 5/6/2021

Proposal #: PR-21962

American Asphalt
Repair & Resurfacing Co., Inc.

Estimator: Sean Kunz
Cell: (510) 774-0380
sean@americanasphalt.com

Proposal & Contract

200#1

Billing Address:

San Mateo Union High School District
Brad Barncord
839 Hinckley Road
Attn: M&O - Cynthia Chu
Burlingame, CA 94010
bbarncord@smuhsd.org
Phone: 650-642-7626

Property Address:

Hillsdale High School
3115 Del Monte St
San Mateo, CA

Project Name:

Hillsdale High School - Asphalt Shed Area 2021

Sq Ft.	Scope of Work	Unit	Total
8,149 SF	Based on quantities and scope of work provided by School District, American Asphalt will furnish and install prevailing wage labor, materials, equipment and services as required to complete our portion of the project as follows: Asphalt Repair : Excavate asphalt area to a depth 8 inches and off-haul all spoils on-site. Scarify subgrade below and compact to achieve positive drainage slope. Remove exposed roots. Furnish and install 4 inches of class II baserock. Compact. Furnish and install 4 inches of compacted 1/2 inch medium asphalt within 2 lifts.	L/S	\$64,145.00
48 LF	Headerboard : Furnish and install 48 feet of 2 by 12 of new redwood headerboard in 1 location. Also 4x4 post along back for support.	L/S	\$1,745.00
NOTE: Prices above exclude any costs for City permits, bonds, inspections or testing of any kind. NOTE: Price is based on 2-3 weekday mobilizations.			
Total Bid			\$65,890.00

PAYMENT TO BE MADE AS FOLLOWS:

NET UPON COMPLETION

As a California Contractor, work is warranted against failure due to poor workmanship or faulty material, for a period of 1 year. However, we will offer a **THREE-YEAR WARRANTY** provided payment is made per terms. Non-payment per terms voids the extended warranty.

ACCEPTANCE OF PROPOSAL All the terms and conditions set forth on the reverse side of this Proposal and Contract are incorporated herein by reference and have been read and understood by the undersigned. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Prices quoted are valid for 30 days.



Authorized Customer Signature Date

American Asphalt Signature Date

PROPOSAL CONTRACT

Proposal #: 038194

Customer: San Mateo Union High School
839 Hinckley Road
Burlingame, CA 94010

Attn: Billy Dekom

Bus: (650) 558-2413

Mob: (650) 471-5700

Email: wdekom@smuhdsd.org

Fax: (650) 558-2412

Date: 5/6/2021

Est. Code: Hillsdale New AB/AC

Job Site: Hillsdale High School
3115 Del Monte
San Mateo, CA 94403

Job Contact: Billy Dekom

Bus: (650) 558-2413

Mob: (650) 471-5700

Email: wdekom@smuhdsd.org

Fax: (650) 558-2412



Quantity	Description	Total
	DRYCO will complete the specified work at the above job address as follows:	
8,149 SF	Excavation for new Asphalt Pad: Excavate existing dirt to the depth of 8" and off-haul to be disposed of on-site. Scarify, fine grade, and compact subgrade to 90% maximum density.	\$30,150
8,149 SF	Baserock: Furnish, place and compact 4" of recycled class II aggregate baserock.	\$15,660
8,149 SF	New Paving : Furnish, place and compact 4" of hot-mix asphalt pavement in two lifts.	\$42,375
48 LF	Redwood Retaining Wall: Provide and install 48 LF of new 2"x 12" redwood planks with up to ten 4" x 4" x 36" deep posts along one edge as noted.	\$1,700
Prices based on straight time prevailing wages. No off-haul of materials to be spread on-site.		

QUO# 2

DRYCO's Authorized Representative:

Alan DalMaso
Alan DalMaso, Estimator

DRYCO proposes to complete the above work for the sum of \$89,885

Note: This proposal may be withdrawn if not accepted within 30 days.

Customer Signature:

San Mateo Union High School District

Date:

Payment Terms: DUE UPON RECEIPT OF INVOICE

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and hereby accepted. DRYCO is authorized to do the work as specified. By signing this proposal, you are agreeing to our terms & conditions.

Date: 5/3/21

Page #:

Estimator: GREG BERGMAN

Proposal #: 66022

Contract #:

Customer P.O. #:

CONTRACT AND BILLING

WORK TO BE PERFORMED AT

QUO#3

Company: SAN MATEO UNION HIGH SCHOOL DISTRICT

C/O:

Contact: BILLY DEKOM

Address: 650 NORTH DELAWARE STREET

City: SAN MATEO State: CA Zip: 94401

Job Name: HILLSDALE HIGH SCHOOL TRENCH #2021

Street: 3115 DEL MONTE STREET

City: SAN MATEO

Email: WDEKOM@SMUHSD.ORG

Phone: 650-471-5700 Fax:

A. INSTALLATION OF BASE ROCK AND ASPHALT - SIX WEEKDAY MOBILIZATIONS:

1. EXCAVATE AND OFF HAUL ON SITE EXISTING BASE MATERIALS TO A DEPTH OF 8" APPROXIMATELY 8,149 SQUARE FEET IN ONE LOCATION.
2. FURNISH, GRADE AND COMPACT 4" OF CLASS II AGGREGATE BASE, PLACED AND COMPACTED IN LIFTS.
3. PAVE APPROXIMATELY 8,149 SQUARE FEET WITH 4" OF HOT MIX ASPHALT.
4. COMPACT TO A SMOOTH AND UNIFORM FINISH.

B. RETAINING WALL INSTALLATION - SAME WEEKDAY MOBILIZATIONS:

1. FURNISH AND INSTALL 48 LINEAR FEET OF 2" x 12" REDWOOD RETAINING WALL IN DESIGNATED AREA.
2. FURNISH AND INSTALL UP TO TEN 4" x 4" x THREE FEET DEEP REDWOOD STAKES.

TOTAL PRICE: \$ 89,950.00

NOTE: PRICING BASED ON STRAIGHT TIME PREVAILING WAGES.

ALL EXCAVATED MATERIALS TO BE DISPOSED OF ON SITE.

AMOUNT IN LONGHAND

EIGHTY NINE THOUSAND NINE HUNDRED FIFTY DOLLARS EXACTLY

AMOUNT

\$ 89,950.00

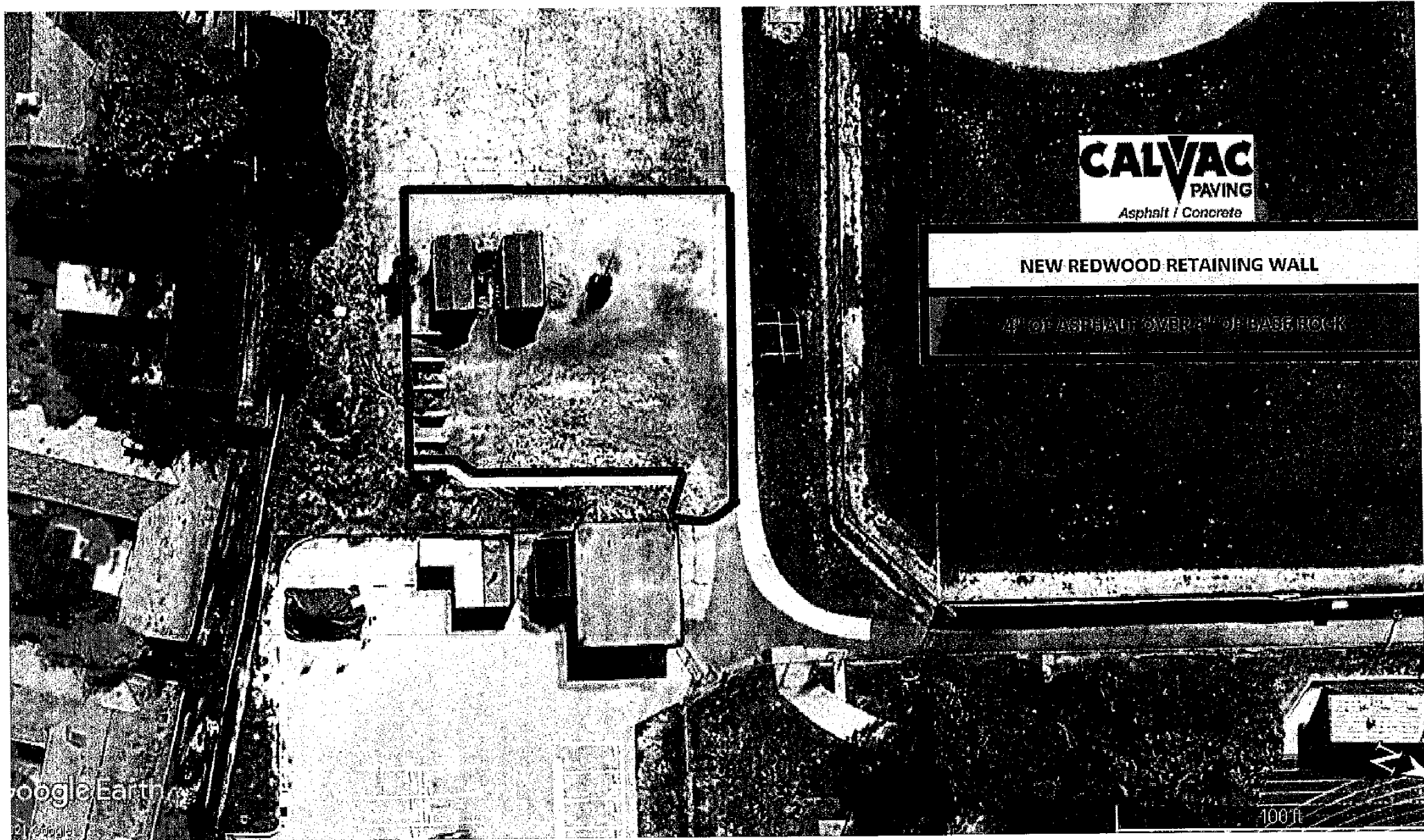
PAYMENT TO BE MADE AS FOLLOWS: DUE UPON COMPLETION WARRANTY: ALL WORK, GUARANTEED FOR TWO YEARS AFTER DATE OF COMPLETION

Respectfully Submitted _____

This Contract may be withdrawn by Calvac, Inc. if not accepted within 15 days. This contract was prepared without the benefit of a soils report or engineering study. If required, fees, drawings, permits, traffic control, traffic control plans, bioswales and permeable surface are additional charges unless otherwise stated. All the terms and conditions set forth on the reverse side of this Contract are incorporated herein and are accepted by the undersigned. Please initial here if you did not receive and understand these "Additional Terms and Conditions" with your contract. _____

The above prices, specifications, materials and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Title: _____ Date of acceptance: _____



CALVAC
PAVING
Asphalt / Concrete

NEW REDWOOD RETAINING WALL

4" OF ASPHALT OVER 4" OF BASE ROCK

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR BOARD APPROVAL (Over 25K)

To: Board of Trustees

Date: 07/12/2021

From: Barbara Tufo

Site(s) or Department: Human Resources District Office

Number of Quotes: Sole Source

Vendor/Contractor: Frontline Education

Reason for proposal:
Absence & Time Solution for all District Employees

Certificate of Insurance: N/A

Contract Amount: \$33,073.95

Funding Source: HR General Fund

Approved by:

Kirk Black 07/12/2021 Veronika Espinoza 07/12/2021

Personnel who oversees Site/Department budget

Vanessa Castano 07/15/2021

Manager of Capital Facilities and Purchasing

Valerie Miller 07/15/2021

Director of Budget and Fiscal Services

Yancy Hawkins 07/15/2021

Associate Superintendent, Chief Business Officer

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

Start Date: 7/1/2021
Due Date: 7/31/2021

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.

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	7/1/2021	6/30/2022	10764 San Mateo Union High School District	\$33,073.95	\$33,073.95

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 \$33,073.95

TOTAL DUE \$33,073.95
by 7/31/2021

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR BOARD APPROVAL (Over 25K)

To: Board of Trustees

Date: 06/30/2021

From: Student Services/Don Scatena

Site(s) or Department: Student Services

Student Services

Number of Quotes: 1

Vendor/Contractor: Bark Technologies

Reason for proposal:

to provide additional technological support and monitoring.

Certificate of Insurance: N/A

Contract Amount: \$27,000

Funding Source: Student Services

Approved by:

Stephanie Quejada

06/30/2021

Personnel who oversees Site/Department budget

Vanessa Castano

06/30/2021

Manager of Capital Facilities and Purchasing

Valerie Miller

07/09/2021

Director of Budget and Fiscal Services

Yancy Hawkins

07/15/2021

Associate Superintendent, Chief Business Officer



San Mateo Union HSD, Bark for Schools+ 3 Year Pre paid

Quote created on April 28, 2021 - Reference: 20210428-142923103

Don Scatena

Director of Student Services

dscatena@smuhsd.org

650-558-2257

Comments

Addendum to terms and conditions can be found [HERE](#)

Stephanie Maiwurm - Regional VP- Bark for Schools at Bark Technologies, Inc.



Products & Services

Bark for Schools+ 1 Year

0 x \$1.00 / year

Emergency Calls, Customized Notifications, Image Removal, Increased Polling

for 1 year

BFS+ 3 year pre paid/ \$1 per student per year/ 9,000 students/ \$9000 annual cost/ \$27,000 three year cost

\$27,000.00

Total **\$27,000.00**

This quote expires on July 15, 2021.

Purchase Terms

Bark for Schools+ 3 year pre paid
Invoice Net 30 Days

[sig|req|signer1]

Kevin Skelly
Superintendent, SMUHSD

Don Scatena
dscatena@smuhsd.org

Questions? Contact me



Stephanie Maiwurm
Regional VP- Bark for Schools
stephanie.maiwurm@bark.us
805.680.9436



Bark Technologies, Inc.
P.O. Box 1841
Richmond Hill, GA 31324
United States

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR BOARD APPROVAL (Over 25K)

To: Board of Trustees

Date: 08/02/2021

From: Instruction

Site(s) or Department: District Office

Number of Quotes: 1

Vendor/Contractor: WestEd

Reason for proposal:
WestEd Contract 2021-22 SY

Certificate of Insurance: n/a

Contract Amount: \$52,700

Funding Source: ELO PD

Approved by:

<u>Sonia Gill</u>	08/02/2021	<u>Veronika Espinoza</u>	08/03/2021
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Personnel who oversees Site/Department budget

<u>Vanessa Castano</u>	08/04/2021
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Manager of Capital Facilities and Purchasing

<u>Valerie Miller</u>	08/04/2021
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Director of Budget and Fiscal Services

<u>Yancy Hawkins</u>	08/04/2021
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Associate Superintendent, Chief Business Officer

CONTRACT

This Contract is entered into between WestEd and San Mateo Union High School District (UHSD)

SECTION A: CONTACTS

San Mateo Union High School District (UHSD) Technical Contact:
Sonia Gill
Administrative Assistant
650 North Delaware Street
San Mateo, CA 94401-1795
P: 650.558.2253
sgill@smuhsd.org

WestEd Technical Contact:
Debra Herburger
Training Specialist - Special Education
P: 916.837.6456
dherbur@wested.org

WestEd Contracts:
Contracts Management Department
730 Harrison Street
San Francisco, CA 94107
P: 415.615.3136
contracts@wested.org

WestEd Billing:
Tulin Wu
A/R Manager
4665 Lampson Avenue
Los Alamitos, CA 90720
P: 562.799.5188
twu@wested.org

SECTION B: WORK OR SERVICES

1. Contract Term:

Start Date: 08/01/2021

End Date: 06/30/2022

2. Work or Services to be completed by WestEd (brief description):

See Exhibit 1, Scope of Work.

3. Maximum Fees and expenses: **\$52,700.00**

4. Attachments:

The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of this Contract.

See Attached:

<input checked="" type="checkbox"/>	WestEd Terms and Conditions
<input checked="" type="checkbox"/>	Exhibit 1, Scope of Work
<input type="checkbox"/>	Additional Attachments:

SECTION C: PAYMENT

Payment Schedule:

This is a Fixed Price contract.
50% shall be due upon execution of contract.
50% shall be due upon completion of services.

Checks Made Payable to:

WestEd
Attn: WestEd Operating Account
P.O. Box 399001
San Francisco, CA 94139-9001

Electronic Fund Transfers (EFT):

Wells Fargo Bank
ABA Number 121000248
Account Number: 4029113164

All payments must include a reference to Contract Number: C-00018425

SECTION D: AUTHORIZED SIGNATORIES

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

WestEd

Agreed and accepted:



Authorized Signature

Name: Rajwant Virk

Title: Contracts & Grants Manager II

Date: Aug 2, 2021

San Mateo Union High School District (UHSD) ("Funder")

Agreed and accepted:

Authorized Signature

Name:

Title:

Date:

1.0 Key Personnel: At all times during the term of this Contract, WestEd's performance shall be under the personal supervision and direction of the WestEd Technical Contact provided in Section A of the Contract cover page.

2.0 Independent WestEd Status and Responsibilities: In performing its services, WestEd shall be an independent contractor with authority and responsibility to control and direct the performance of the services required under this Contract, subject to Funder's general right to inspect work in progress to determine whether the services are being performed in accordance with this Contract. All persons hired and/or contracted by WestEd shall be WestEd's employees and/or subcontractors. WestEd shall be responsible for the accuracy, completeness, and adequacy of all services performed by WestEd's employees and/or subcontractors and shall ensure that all applicable Federal, State and County licensing and operating requirements and all applicable accreditation and other standards of quality generally accepted in the field of WestEd's activities are complied with and satisfactorily met. WestEd voluntarily and knowingly assumes the entire liability (if any such liability is determined to exist) to its employees and/or subcontractors or to other persons for all loss, damage, or injury caused by WestEd's employees and/or subcontractors in the course of their employment and/or contract. WestEd shall be responsible for payment of applicable income, social security, and other Federal, State or County taxes and fees, and all statutory benefits including, without limitation, Workers' Compensation, Unemployment Insurance and Temporary Disability Insurance.

3.0 Non-Discrimination in Employment: No person shall on the ground of race, religion, citizenship, color, disabilities, national origin, sex, age, political affiliation, service in the uniformed services, genetic information or genetic characteristics, ancestry, marital status, sexual orientation, gender identity, pregnancy, physical or mental disability, medical condition or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded or otherwise financially assisted, in whole or in part with funds made available hereunder.

4.0 Termination: It is mutually agreed that either party may terminate this Contract by giving thirty (30) calendar days advance, written notice. Should Funder choose to exercise this termination clause, WestEd shall be paid for all work completed up to and including the date of termination and any non-cancelable obligations. WestEd agrees to submit all final invoices with respect to this Section 4.0 within ninety (90) days of termination of this Contract. See Section 11.0 for specifics regarding notice.

5.0 Intellectual Property Ownership: WestEd is the sole and exclusive owner of any newly created work developed by WestEd under this Contract. WestEd hereby grants to Funder a nonexclusive, non-transferable, royalty-free license to use the newly created work for non commercial purposes.

All pre-existing WestEd data and materials provided to Funder by WestEd to assist in the performance of this Contract shall remain WestEd's property. Upon expiration or termination of the Contract for any reason, Funder shall request instructions from WestEd regarding whether Funder should: (i) Erase or destroy any WestEd data and/or materials maintained by Funder; or (ii) Return the data and/or materials to WestEd. This provision shall survive termination of this Contract.

6.0 Indemnification: Funder agrees to indemnify and hold harmless WestEd, its officers, employees and agents from all claims, liabilities and losses by whomever asserted arising out of acts or omissions by Funder, its officers, employees and agents in the performance of this Contract, except those arising by reason of the sole negligence of WestEd, its officers, employees and agents. This provision shall survive termination of this Contract.

7.0 No Alteration of Contract: No alteration, addendum, modification, or waiver of the terms of this Contract shall be valid unless made in writing and signed by both parties, and no oral understanding or agreement not incorporated herein shall be binding on either of the parties. No inline delineation or alteration shall be accepted or bind WestEd.

8.0 Authority to Sign: Both parties executing this Contract acknowledge and warrant that they possess the authority to enter into this Contract on behalf of their respective companies.

9.0 Conflict of Interest: Funder and WestEd agree that, to the best of each party's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined as, activities or relationships with other persons, organizations or any other third party which would cause either party to be unable or potentially unable to render impartial assistance or advice to the other party or the other party's objectivity in performing the work might be otherwise impaired, or resulting in an unfair competitive advantage, or that Funder or WestEd has disclosed all such relevant information to the other party. Funder and WestEd agree that if an actual or potential organizational conflict of interest is discovered after this Contract is executed, each party will make a full disclosure in writing to the other party. This disclosure shall include a description of actions which the party has taken or proposes to take, after consultation with other party, to avoid, mitigate, or neutralize the actual or potential conflict. WestEd or Funder

may terminate for convenience this Contract, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If Funder or WestEd was aware of a potential organizational conflict of interest prior to the execution of this Contract or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the other party, the Contract may be terminated for default, or the parties may pursue such other remedies as may be permitted by law or this Contract.

10.0 Confidential Information: "Confidential Information" shall mean with respect to a party hereto (the "Disclosing Party"), collectively, all technical, financial and business information of any kind whatsoever, including, where appropriate and without limitation, all data, specifications, research projections, processes, techniques, technology, ideas, know-how, improvements, inventions (whether or not patentable or copyrightable), trade secrets, formulae, information concerning research or development by or for the Disclosing Party, information which is or has been generated or received in confidence by or for the Disclosing Party by or from any person, and any other information as well as any and all tangible and intangible embodiments thereof of any kind whatsoever; in each case disclosed by the Disclosing Party to the other party hereto (the "Receiving Party"), or obtained by the Receiving Party through observation or examination of the foregoing, regardless of whether such information or embodiment has been marked as confidential. Confidential Information shall include disclosures in any form, whether in writing, in an electronic format (including without limitation emails, tapes, diskettes, compact disks, or other similar media), and orally (in the case of oral disclosures, only if such disclosure is identified as confidential prior to disclosure). Each party agrees: (a) to hold the other party's Confidential Information in strict confidence in accordance with this Section 10.0; (b) to exercise at least the same care in protecting the other Party's Confidential Information from disclosure as the party uses with regard to its own Confidential Information; (c) to restrict dissemination of Confidential Information within its organization to employees/personnel having a need to know in connection with the stated or defined purpose herein; (d) not to disclose such Confidential Information to third parties without the prior, written consent of the disclosing party; and (e) not to use any Confidential Information for any purpose except for the stated or defined purpose herein without the prior written consent of the disclosing party.

11.0 Notices: Any notice or other communication shall be in writing, and will be considered to have been given if delivered by hand or sent by certified United States mail, return receipt requested, or by commercial courier service to the other party at the address stated above or to such other address as may be specified by either party in a notice to the other. Notice is effective upon receipt.

12.0 Force Majeure: WestEd will not be liable for any failure to perform as required by this Contract, if the failure to perform is caused by circumstances reasonably beyond WestEd's control, such as labor disturbances or labor disputes of any kind, accidents, failure of governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, theft, or other such occurrences.

13.0 Governing Law: This Contract shall be governed by the internal substantive laws, but not the choice of law rules, of the State of California.

14.0 Entire Agreement: This Contract, together with Exhibits hereto, is the entire agreement of the parties and supersedes any prior agreements between them, whether written or oral, with respect to the subject matter hereof.

15.0 Severability: If any provision of this Contract is found by a court to be void, invalid or unenforceable, this Contract will either be reformed to comply with applicable law or the provision in question will be stricken so as not to affect the validity or enforceability of the remainder of this Contract.

16.0 Counterparts: This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

17.0 Order of Precedence: In the event of a discrepancy between these terms and conditions and any additional exhibits or attachments, the language of these terms and conditions will prevail.

**San Mateo Union High School District
Continuous Improvement of Co-Teaching and Inclusive Practices
Scope of Work for 2021-2022 School Year**

Supporting the goals of San Mateo Union High School District to continue to increase equitable learning opportunities for students receiving special education services and supports

WestEd will provide the following 5 tasks to address the professional learning needs expressed by the Holly Wade, Director of Special Education Services for San Mateo Union High School District, Sarah Sarah Prensky-Pomeranz and Jeff Gilbert, Administrators at Hillsdale High School.

Task 1: Provide professional learning and coaching support for new co-teacher teams.

- Focus on replacing common misunderstandings about students with IEPs with facts; explore high incidence disabilities, the impact they have on student learning, and the accommodations that should be provided in the general education classroom to address those who think and learn differently; clarify the differences between modifications and accommodations, and scaffolding and accommodations. Teachers will:
- Understand inclusion, inclusive practices, and co-teaching;
- Understand how students with disabilities learn differently and how we can teach differently;
- Understand the differences between accommodations, modifications, scaffolding and differentiation strategies and how to provide those in the co-taught class;
- Establish clear roles and responsibilities for both co-teachers;
- Learn how to co-plan using the co-planning framework and strengthen the collaborative relationship between the two teachers;
- Explore and apply the six co-teaching instructional models;
- Use the Universal Design for Learning 6 step lesson planning cycle to provide equitable and accessible instruction for all learners in the co-taught class.

Delivery Format: 3 full-day, in-person workshops over the course of the school year.

TARGET AUDIENCE: New co-teaching teams at school sites across the district.

Total Cost for Task 1: \$9,300

Task 2: Collaborate with district program specialists and instructional coach to conduct classroom observations and feedback cycles to co-teaching teams.

The WestEd consultant will use protocols and rubrics with clear parameters to observe and provide coaching feedback to new co-teaching teams. Program specialists and instructional coaches will help refine classroom observation protocols and coaching efforts to provide ongoing support for co-teaching teams.

Delivery Format: 3 days for the observations and coaching of new co-teaching teams.

Program specialists and instructional coach attends the same workshops as the new co-teachers plus an additional 90-minute session immediately following each session. Participants will also shadow the WestEd consultant during scheduled observations and coaching sessions with new co-teaching teams to strengthen their abilities to conduct observations in the future.

TARGET AUDIENCE: New co-teaching teams; Program specialists and instructional coaches.

Total Cost for Task 2: \$9,300

Task 3: Provide continued learning opportunities for established co-teaching teams to directly address their specified learning and support needs.

Utilize data and information from a survey administered to all established co-teaching teams, site administrators, and program specialists who support those teams, to design professional learning and supports to address the identified needs.

Delivery Format: Depending on survey results, a combination of professional learning days and observation/coaching cycles for a total of 3 days for the school year.

TARGET AUDIENCE: Established and experienced co-teaching teams.

Total Cost for Task 3: \$9300

Task 4: Strengthen the skills and knowledge of para-professionals (instructional aids) to improve push-in support for students receiving special education services in general education classes.

Develop an understanding of the various disability categories, how those disabilities impact a student's ability to learn in the general education classroom, accommodations that will address those disabilities, and the role of the para-professional in supporting the application of accommodations in the general education classroom. Para-professionals will:

- Understand inclusion, inclusive practices, push-in and co-teaching;
- Understand how students with disabilities learn differently;
- Understand the differences between accommodations and modifications and how to provide those in the co-taught class;

- Explore strategies to address some of the most common challenges para-professionals face, including how to support reluctant students and how to communicate and collaborate with general education teachers.
- Understand the difference and similarities of push-in versus co-teaching and explore the role of the paraeducator in each model.

Delivery Format: 1 full day (spread to two half day deliveries, for example, morning session for ½ the district's aides and afternoon session for other half, repeat this same format on a 2nd day to provide the full day of learning for all.

TARGET AUDIENCE: Para-professionals

Total Cost for Task 4: \$6200

Task 5: Hillsdale High School: Improving Learning via Effective Collaboration Between General Educators and Education Specialists

Year 1: Education Specialists will be directly collaborating and supporting 9th grade general education teachers across houses. Each Ed Specialist will be assigned to at least 3 gen ed teachers; options to address concerns regarding the ability for one ed specialist to co-plan, co-assess, and co-instruct effectively with several teachers:

Focus on the collaboration as a team; provide the training, tools, and coaching support for teams to co-plan and co-assess, but not co-instruct at this time. The ed specialist will provide push-in support in each classroom, and the emphasis will be on collaboratively analyzing student learning data from classroom assessments and co-planning to ensure that specialized academic instruction is being provided within the general education classroom.

- Focus on equipping Education Specialists with the expertise, tools and resources to vastly improve meaningful, effective, and impactful collaboration with general education colleagues, both individual relationships as well as collaboration with houses and departments.
- Focus on grade 9 general education teachers: Understand how learning disabilities affect a student's learning, how to apply accommodations in alignment with standards-based curriculum, clarify the differences between accommodations, modifications, differentiation, and scaffolding.

Delivery Format: 3 full-day, in-person workshops over the course of the school year.

TARGET AUDIENCE: Education specialists and 9th grade general education teachers who will be collaborating to provide equitable instruction and specialized academic instruction in the general education classroom.

Total Cost: \$9,300

Task 5: Hillsdale High School: Strengthening the knowledge and skills of Education Specialists to students receiving special education support and services

- Equip education specialists with the knowledge, strategies, and protocols to provide guidance to their general education colleagues regarding accommodations.
- Establish shared definition and language for inclusion, inclusive practices, and students who receive special education services.
- Explore the most commonly held misunderstandings about disabilities and develop opportunities to address those misunderstandings with colleagues.
- Clarify the connections and the differences between scaffolding, differentiation, accommodations, modifications, and Universal Design for Learning.
- Establish tools and protocols for communicating IEP goals and accommodations to colleagues.
 - **WestEd consultant will provide direct support as well as indirect technical assistance and coaching to site administrator, program specialist, and instructional coach to support building capacity at the site.**

Delivery Format: 3 full-day, in-person workshops over the course of the school year.

- **Day 1:** First session to establish expectations, goals, and foundational shared knowledge.
- Monthly 45 minute Special Education Department meetings.
- **Day 2** prior to winter break to address learning needs of the team.
- **Day 3** close to the end of the school year to reflect on growth and plan for continued learning and growth for next year.

TARGET AUDIENCE: Education specialists.

Total Cost: \$9,300

Hillsdale High School Stated Goals to improve learner outcomes for students who receive special education services:

Goals	Measured By...
1. Support the increase of equitably accessible learning opportunities for students receiving special education services by increasing the number of co-taught core content classes with tangible support throughout the system (technical assistance, teacher training and coaching).	Measurements outlined in year 1 will continue each following year and include additional measures. <ul style="list-style-type: none"> • Year 1: LRE marker data; survey perception data (both teachers and students); student learning growth evidence via portfolio tasks completion, letter grade data (% of Ds and Fs) • Year 2: LRE marker data and students fulfilling/meeting standards-based IEP goals, SSP indicators • Year 3: Improved scores on state standardized assessments • Year 4: Increase in SWD meeting College and Career Indicators upon graduation



excellence in research, development, and service

	<ul style="list-style-type: none"> ● Year 5: Increase in SWD meeting College and Career Indicators upon graduation
<p>2. Refine meaningful collaboration between general education teachers and education specialists to improve student learning outcomes for students who receive special education services.</p> <p>a. Equip education specialists with the knowledge, strategies, and protocols to provide guidance to their general education colleagues regarding accommodations.</p> <p>b. Technical Assistance/guidance to site AP and district program specialist to support site production and presentation of knowledge to all staff.</p> <ul style="list-style-type: none"> ● Monthly department meetings could be time dedicated to fulfilling this task. 	<ul style="list-style-type: none"> ● Engagement and PLC participation <ul style="list-style-type: none"> ○ Agendas, slide decks, minutes/notes ● Time at each content area/department PLC meeting that Education Specialists share and discuss evidence-based strategies for the general ed classroom to provide accommodations and access ● Teacher survey data (perception of efficacy of inclusive practices, including push-in, co-teaching, Directed Studies, and PLC collaboration) ● Student work analysis using the cycles of inquiry protocols and processes ● Ed Specialists presenting effective strategies at monthly department meetings for all content areas
<p>Goals will also be measured by improvement in meeting SPP Indicators</p> <p>SSP 1 Graduation Rate</p> <p>SSP 2 Dropout Rate</p> <p>SSP 3 Statewide Assessment</p> <p>SSP 5 Least Restrictive Environment</p> <p>SSP 14 Post-School Outcomes</p> <p>SSP 13 Secondary Transition Goals and Services</p>	

Progress Measures

WestEd will administer several surveys to participants to measure learning growth as a result of this series of professional learning workshops:

1. Pre-survey to identify current knowledge and skills.
2. Feedback surveys after each session to identify continued learning needs.
3. Post-survey after final workshop to measure growth of knowledge and skills.
4. Follow-up survey 6-8 weeks after the final workshop to measure participant's application of new learning to their teaching practice.

All survey data will be provided to the district to provide monitoring and impact data that will support the district's continuous improvement efforts.

WestEd strongly recommends that the district identifies several clear and coherent metrics for measuring growth and progress and communicate those metrics to all participants, provide opportunities to analyze and discuss the data, and make adjustments to program implementation strategies as needed.



Tasks 1-4 (District-wide): 8 Days of Professional Learning Workshops \$34,100
Task 5 (Hillsdale High School): 3 Days of Professional Learning Workshops:
\$18,600

The total costs to address the deliverables outlined in tasks 1-5 is \$52,700, which is inclusive of all project staff time and expenses to facilitate the comprehensive professional development described in this Scope of Work. If additional meetings or consulting services are required that are not described in this scope of work, actual time and reasonable expenses can be negotiated.

Contact Information

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sgill@smuhsd.org

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR BOARD APPROVAL (Over 25K)

To: Board of Trustees

Date: 08/05/2021

From: Curriculum

Site(s) or Department: District Office

Number of Quotes: 1

Vendor/Contractor: Edgenuity

Reason for proposal:
Edgenuity Contract for 2021-22

Certificate of Insurance: n/a

Contract Amount: \$42,500

Funding Source: ELO Fund

Approved by:

<u>Sonia Gill</u>	08/05/2021	<u>Veronika Espinoza</u>	08/05/2021
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Personnel who oversees Site/Department budget

<u>Vanessa Castano</u>	08/05/2021
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Manager of Capital Facilities and Purchasing

<u>Valerie Miller</u>	08/05/2021
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Director of Budget and Fiscal Services

<u>Yancy Hawkins</u>	08/05/2021
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Associate Superintendent, Chief Business Officer



Edgenuity Inc.
8860 E. Chaparral Road
Suite 100
Scottsdale AZ 85250
877-725-4257

Price Quote for Services
San Mateo Union High School District
San Mateo CA
Account Number 11310
Quote Number 202225
Total \$42,500.00
Date 6/02/2021

Payment Schedule**Contract Start****Contract End**

Net 30. 50 12-Month Reusable Course Enrollments paid up front, then bill on usage up to 100 total at the agreed upon price.

7/01/2021

6/30/2022

Site	Description	Comment	End Date	Per Unit Cost	Qty	Cost
	IS 12 Month Reusable Enrollment Single Course Seat		06/30/2022	\$800.00	50	\$40,000.00
	IS Professional Development Classic 6-12 - Access to asynchronous training video library, Virtual School Resources. Up to 3 ISPD Webinars OR 1 onsite day		06/30/2022	\$2,500.00	1	\$2,500.00

1. San Mateo Union High School District

Subtotal \$42,500.00**Total** \$42,500.00

It's been a pleasure working with you!

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

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

San Mateo Union High School District**Edgenuity Inc. Representative**

Signature: _____

Jordan Wolf
jordan.wolf@edgenuity.com
415-531-5852

Print Name: _____

Title: _____

Date: _____

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. All order documentation can be submitted electronically at <https://edgenuity.formstack.com/forms/ar>. Alternatively you can e-mail this quote, the purchase order and order documentation to AR@edgenuity.com or fax to 480-423-0213.