

## SAN MATEO UNION HIGH SCHOOL DISTRICT

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

*Submitted to the Board of Trustees on 6/23/2022*

Vendor/Contractor	Site/Dept	Reason for Proposal	Funding Source	Amount
SAFIR & ASSOCIATES, LLC.	Curriculum	FY22-23 Professional Development	Educator Effectiveness	68,000.00
Focally, LLC-YONDE	San Mateo HS	FY22-23 YONDR Education Program- Cell Phone Pouch 2 years	SMHS Foundation	26,574.75
Otis Elevator	District Wide	FY22-23 Annual Maintenance contract for elevators	Fund 01- Preventative Maintenance	76,320.00
Panorama	Curriculum	FY22-23 Panorama w/Expansion - Multi Year	A-G Grant	87,263.00
Santa Clara County Office of Education	Curriculum	FY22-23 Data Zone	Title III LEP	36,544.00
Digital Scepter	Technology	FY22-23 Sole Source Maintenance Renewal	Fund 01 - Technology	43,956.50
Frontline Education	Curriculum	Y22-23 Frontline	Educator Effectiveness	93,671.68
Hatching Results	Curriculum	Multi Year Contract 2022-2025	A-G Grant	160,000.00
			<b>TOTAL</b>	<b>\$ 592,329.93</b>

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR BOARD APPROVAL (Over \$25K)

To: Board of Trustees

Date: 06/15/2022

From: Curriculum

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Site(s) or Department: Curriculum

Number of Quotes: 1

Vendor/Contractor: SAFIR & ASSOCIATES, LLC.

Reason for proposal:

Professional Development 22-23 SY

Proposal shared with Joe Truss

Board approved: June 9, 2022

Certificate of Insurance: n/a

Contract Amount: \$68,000

Funding Source: Educator Effectiveness

Approved by:

Brian Simmons 06/15/2022  
Administrator

Vanessa Castano 06/16/2022  
Manager of Purchasing

Valerie Miller 06/16/2022  
Director of Budget and Fiscal Services

Yancy Hawkins 06/16/2022  
Associate Superintendent, Chief Business Officer

Accounting Personnel: VE

Board Approval Date:



## **Proposal for Year 2 Services to the San Mateo Union High School District**

Submitted by: Shane Safir and Joe Truss

Submitted to: Julia Kempkey, Assistant Superintendent  
650 N. Delaware, San Mateo, California 94401  
650-558-2213, [jkempkey@smuhsd.org](mailto:jkempkey@smuhsd.org)

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### **INTRODUCTION/PURPOSE**

We are honored and excited to submit this proposal for a 2nd year of services to the San Mateo Union High School District (SMUHSD). As former high school teachers, administrators, and racial equity facilitators with an international presence, we continue to be uniquely suited to help SMUHSD leadership navigate the challenges and opportunities of leading an antiracist change journey. We bring a combined 40 plus years of experience, from the classroom to the boardroom, working toward racial equity. As a white woman and a Black man, we bring our unique life experiences and perspectives on the journey toward equity and all that it entails: from policy shifts to mindset and cultural shifts to transformation of pedagogy and practice. We are also parents, raising children of color in a very polarized time in our nation. Finally, we offer a wealth of *recent* experiences supporting schools and districts to address issues of implicit and explicit bias on campus.

In the 2022-23 school year, our team will continue to bring a systems approach to addressing concerns emerging from the Grand Jury report and ground-level incidents in schools. We will shift a large proportion of our resources toward site-level support, coaching PD teams to develop a coherent professional learning arc that builds the capacity of staff to teach in antiracist and humanizing ways. We will also work with SMUHSD administrators in a 3-part learning series as well as support a new cohort of teacher leaders to build and operationalize a local instructional framework.

To continue to make significant progress toward racial equity, it is vital to engage this work at every level of the system in order to build coherence of language, purpose, and action:

- **Executive leadership** must assess and actively shape the conditions needed for this effort to thrive, including coherence, messaging to staff and community, and courageous policy and systems changes. This includes discussing patterns in feedback from students about their perspectives on school climate and incidents of hate.
- **Site leadership** must lead this work “from the middle” (Michael Fullan), building capacity to unify their staff around a vision of equity and antiracism as well as engage in the daily conversations that change mindsets and practices. We hope to center the stories and content that the student equity team created for the November 17th Teach In, referenced in the Response to the Grand Jury Report.
- And of course, **teachers and staff** must strengthen their self-awareness and capacity to think, perceive, design, and act in antiracist, antibiased ways to promote access to deep learning for every child.

As we sustain this body of work, which is a follow up to our first year, we will continue to draw on our own evidence-based models as well as the work of Tema Okun and Kenneth Jones on white supremacy culture; the work of John A. Powell, Jennifer Eberhardt, and other scholars shaping conceptual frames around racism and bias; and the work of Dena Simmons, Ghoddy Mohammed, Zaretta Hammond, Resmaa Menakem, Chris Emdin, and others who are writing at the intersection of social-emotional learning, antiracism, and pedagogy. [Shane's](#) books, [\*The Listening Leader: Creating the Conditions for Equitable School Transformation\*](#) (Jossey-Bass, 2017) and the forthcoming [\*Street Data: A Next-Generation Model for Equity, Pedagogy, and School Transformation\*](#) (Corwin, 2021, co-authored with Dr. Jamila Dugan) will provide backbone theoretical models and tools for the project. Joe will pull from his writing on his blog, [Culturally Responsive Leadership](#), his experience of leading this work on the ground with his staff and tools he has refined through consulting with clients this past year. His article in Education Week, [“What Happened When My School Started to Explore White Supremacy,”](#) provides more context.

## DESCRIPTION OF SERVICES



Our team will design, develop, and deliver a comprehensive plan of professional learning experiences for the 2022-23 academic year that includes certificated staff, school teams, and management personnel. We continue to view the type of systemic change SMUHSD seeks as emerging from a 3-5 year process. We want to support the district to hold a systems lens and engage in this work at multiple levels over time in order to create real impact and sustainable change. To that end, we have built a proposed scope of services that touches various levels and look forward to being in conversation with you all about how to hone and adapt this vision.

### **Long Term Educator Goals for Year 2:**

1. I can care for myself and cultivate healing spaces for my community throughout the change management process
2. I can create learning communities (classroom/ campus) that are culturally sustaining for all students and staff with respect to their background/race
3. I can identify and disrupt practices that cause harm to students
4. I can have courageous conversations with my colleagues/PLC/school staff

### **Theory of Action**

Our team will approach Year 2 of this engagement by building the capacity of site leaders, professional development planning teams, and teacher leader/instructional coaches in building 5 core antiracist competencies:

- **Awareness:** Engage in empathy interviews, research, internal reflection, deep listening practices (within affinity *and* across difference), and reflection to build awareness of one's relationship and proximity to power, privilege, bias, and identity.
- **Coherence:** Build capacity and alignment with district leadership to lead, message, and create coherence around the work including concrete policy shifts.
- **Leadership Skill:** Help administrators develop foundational skills and dispositions to lead antiracist work on their campuses and with their teams
- **Praxis:** Build capacity of leaders and professional development planning teams
- **Action:** Take action and reflect on progress at every level of the system.

We see this engagement as Year 2 of a multi-year engagement to build capacity across the system. The original RFP called for SMUHSD to “develop principles to weave into teaching and learning framework, curriculum planning, school climate and culture.” After a year of foundational work, we are prepared for this next step. With a shared vocabulary, frameworks, and with a clearer purpose, we can now move to practices.

## Scope/Design of Work

System Level	Desired Outcomes for the Work	Structure, Timeline, Notes
<b>Administrators</b>  <b>Leadership Skill Development</b>	<ul style="list-style-type: none"> <li>Develop a culturally sustaining vision and moral imperative, leading from your why/racial identity (Aug 16th)</li> <li>Cultivate a sensibility and moves to become a warm demander and engage in antiracist interruptions (Nov 8th or 9th)</li> <li>Develop strategies and approaches to manage resistance and change (Spring 2023)</li> </ul>	<p>3 in-person trainings</p> <p>PD coordinators will join session on becoming a warm demander</p>
<b>PD Planning Teams</b>  <b>Capacity-Building</b>	<ul style="list-style-type: none"> <li>Build awareness where WSC is manifesting in our work and conversations</li> <li>Assess health and wellness of community and plan supports</li> <li>Design PD to develop culturally sustaining learning communities</li> <li>Use protocols and facilitation moves to interrupt racist practices and redirect to antiracist goals</li> <li>Sharing learning and best practices across sites</li> </ul>	<p>7 school teams</p> <p>4 in-person coaching sessions 1-2 virtual coaching sessions</p> <p>Possible joint meeting across groups to share best practices</p>
<b>Teacher Instructional Leadership</b>	<ul style="list-style-type: none"> <li>Develop a teacher instructional leadership core team that leverages antiracist bright spots and eventually builds the capacity of colleagues</li> <li>Identify overlap between Ethnic Studies Tenets and antiracist teaching practices</li> <li>Calibrate and assess pedagogical look fors and classroom indicators</li> <li>Develop plans for Culturally Responsive Curricular Design</li> <li>Facilitate a process to engage in the review of Facilitate a process to engage in the review of curricular materials with an antiracist perspective</li> </ul>	<p>7-12 teachers</p> <p>3 in-person trainings combined with walkthroughs using AR rubric</p> <p>Potential</p> <ul style="list-style-type: none"> <li>November</li> <li>Jan (week of 1/30/23)</li> <li>March (3/13-24, 2023))</li> </ul>
<b>Whole District Trainings</b>	<p>Aug 8th (virtual most likely)</p> <ul style="list-style-type: none"> <li>Revisit our commitment to racial justice</li> <li>Connect Superintendent's vision to antiracist focus</li> </ul>	<p>Two virtual meetings hosted by SMUHSD team and Truss &amp; Safir agrees to participate in technical set-up to ensure event runs smoothly.</p>

	<ul style="list-style-type: none"> <li>• Lift up learnings and bright spots from symposium</li> </ul> <p>Oct 3rd (virtual)</p> <ul style="list-style-type: none"> <li>• Lift up instructional visions from leaders</li> <li>• Highlight from the site teams</li> <li>• Share inquiry from instructional leadership team</li> </ul> <p>Jan 30th (In-person)</p> <ul style="list-style-type: none"> <li>• Keynote/workshop</li> <li>• Navigating resistance</li> </ul>	
<b>Coordination and Alignment</b>	<ul style="list-style-type: none"> <li>• Share updates on PD Teams</li> <li>• Build capacity of team</li> <li>• Analyze data points and monitor progress</li> <li>• Engage in consultancies on emerging dilemmas</li> </ul>	Monthly check-ins

**Project Budget \$149,000**

**Joe Truss: \$ 81,000**

**Shane Safir: \$ 68,000**

### **Workshop and Coaching Sessions**

Workshops can be in-person (when public health guidelines permit) or virtual.

1. All workshops include opening and closing rituals which support a brave space that de-centers whiteness, encourages discomfort for folks with privilege, and removes the burden of responsibility from Black Indigenous and People of Color.
2. Virtual workshops and coaching sessions will use the zoom platform as well as collaboration apps including padlets, mentimeter, discussion protocols, miro, slido, google suite, and multimedia.
3. When safe, in-person workshops will use multimedia, discussion protocols, gallery walks, walk and talks, art projects, manipulatives, games, and simulations.

## **BACKGROUND OF TEAM AND PHILOSOPHY**

**Joe Truss (Project Co-Lead)** is committed to dismantling white supremacy culture in schools. He brings 18 years of education experience, and originally grew up in San Francisco's Tenderloin neighborhood. A first-generation college student, he graduated from UC Berkeley, majoring in Spanish Language and Cultures, before attending Tufts University where he got his



teaching credential. He began as a high school Spanish teacher in East Oakland, where he created a curriculum that connected African American studies, Latin American History, and Spanish. After attending UC Berkeley's Principal Leadership Institute (PLI) program, he started school leadership work first as an assistant principal at the Academy SF and later as the principal of Visitacion Valley Middle School in San Francisco Unified School District, where he has been for 6 years. There, he has worked to grow project-based learning, restorative practices, and reading intervention. Joe also has pushed the envelope on conversations about race, explored culturally responsive teaching and restorative justice with his staff. In 2018, he started his blog [CulturallyResponsiveLeadership.com](http://CulturallyResponsiveLeadership.com), where he writes about school leadership and racial equity work. Over the past 2 years, he has provided professional development to schools, support to equity leadership teams, and 1 on 1 coaching to leaders.

**Shane Safir (Project Co-Lead)** has worked at every level of the education system, from the classroom to the boardroom, for 25 years. In 2003, after teaching high school in San Francisco and Oakland, California; being nominated for the Oakland Unified School District Teacher of the Year in 2002-03; and organizing with the San Francisco Organizing Project to launch a new school, Safir became the founding principal of June Jordan School for Equity (JJSE), an innovative national model identified by leading scholar Linda Darling-Hammond as having “beaten the odds in supporting the success of low-income students of color.” Since 2008, Safir has provided leadership coaching, strategic planning support, and equity-driven professional learning for schools, districts, and organizations across the country and in Canada. She facilitates sought-after workshops on equity and listening leadership, coaching, and facilitating adult learning among other areas. She writes frequently for Edutopia and ASCD's Educational Leadership magazine and is the author of *The Listening Leader: Creating the Conditions for Equitable School Transformation* (Jossey-Bass: 2017). Shane's second book, coauthored with Dr. Jamila Dugan, comes out on March 2nd and is entitled *Street Data: A Next-Generation Model for Equity, Pedagogy, and School Transformation* (Corwin: 2021). To learn more, visit [www.shanesafir.com](http://www.shanesafir.com).



Joe and Shane and their diverse/bilingual team of racial equity facilitators utilize best practices of adult learning to engage participants in reflective, interactive experiences that lead to deeper changes in mindsets and practices. Chapter 10 of Shane's book *The Listening Leader* explores



John Heron’s experiential learning cycle that undergirds much of this design, ensuring that professional learning incorporates affective, imaginal, conceptual, and practical domains. Their goal is to stimulate new ways of thinking, being, and working that help participants transcend the limitations of current models of school improvement and begin to explore new approaches to equity, pedagogy, and change—rooted in voices at the margins of their communities.

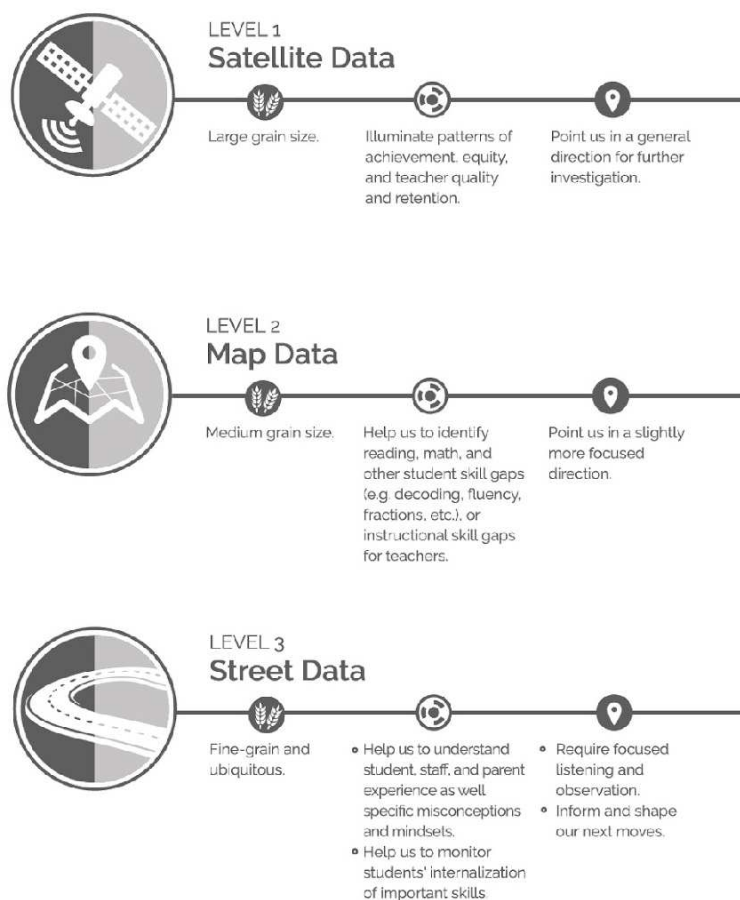
Joe brings vast experience leading in person and virtual racial affinity groups, including a virtual training for 400 educators about the purpose and rationale. He has followed up with supporting 90 BIPOC educators on a monthly basis to grow racial affinity space in their schools. Joe has learned how to leverage the virtual platform to provide engaging, provocative, and interactive learning. He simultaneously scaffolds for various stages of racial consciousness, while decentering whiteness. In the Summer of 2020, he trained 2000 educators from across the U.S. and 8 international countries in his foundational 9-hour workshop series, Dismantling White Supremacy Culture in Schools. [ABC 7 A Better Bay Area](#) featured his work last summer. He also leads a monthly Antiracist Leadership course for 20 participants and another monthly Antiracist Teaching course for 40 educators. Participants continually note that his learning spaces are the most dynamic, grounding, and authentic PD that they have experienced.

**Philosophy:** In addition to our diverse backgrounds and expertise, we bring an aligned philosophy to the complex work of district transformation. Our approach embodies a **praxis model**, emerging at the heart of reflection and action. We believe that antiracist, antibiased (ABAR) systemic change comes from deep reflection on one’s own identity, worldview, implicit biases, and practice alongside opportunities to do the work in new and innovative ways. This requires a supportive district culture in which practitioners at every level are encouraged to take risks, be vulnerable, and engage in public learning. Shane and Jamila’s new book *Street Data* includes powerful chapters on **public learning**, guest-written by contributing writer Carrie Wilson, and **embracing vulnerability** as a pathway to disrupt white supremacy culture in schooling. Joe’s experience in creating learning spaces that decenter whiteness will prove invaluable. From a design standpoint, their approach requires being explicit about the work we are doing, being unapologetic about our “why” (racial justice), and fearless in the face of white fragility and white rage. Through tapping into our antiracist core values, we will find alignment and a shared commitment to change practice.

## RESULTS AND ASSESSMENT

We will utilize the street data framework (see below) from Shane and Jamila’s new book to monitor and evaluate the impact of the training implementation. In our coordination meetings with executive leadership, we will co-develop a set of indicators and mechanisms for tracking and reviewing progress.

## **Levels Of Data**



©The Listening Leader: Creating the Conditions for Equitable School Transformation.  
Jossey-Bass: 2017. DO NOT DUPLICATE WITHOUT THE AUTHOR'S PERMISSION.

## LETTERS OF REFERENCE

Wendie Lewis, Principal of Jalen Rose Leadership Academy ([full letter](#))

Dr. Matt Wayne, Superintendent of Hayward Unified School District ([full letter](#))

# SAN MATEO UNION HIGH SCHOOL DISTRICT AGREEMENT WITH INDEPENDENT CONTRACTOR

## Contractor Name and Address ("Contractor"):

SAFIR & ASSOCIATES, LLC.

1394 BARROWS RD

OAKLAND, CA 94610

510-599-9191

**Contractor:** Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

San Mateo Union High School District

Attention: Business Office

650 N. Delaware St.

San Mateo CA 94401

It is agreed between the San Mateo Union High School District ("District"), and Contractor as follows:

1. **Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, Contractor shall perform services for the District in accordance with the terms, conditions, and specifications set forth herein, in Exhibit A.
2. **Contract Term.** The term of this Agreement shall be from August 1, 2022, to June 30, 2023, unless terminated earlier by the District.
3. **Payments.** In consideration of the services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, the District shall make payment to Contractor in the manner specified herein and in Exhibit A. In the event that the District makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the District at the time of contract termination. The District reserves the right to withhold payment if the District determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed Sixty Eight Thousand dollars (\$68,000).
4. **Relationship of the Parties.** Contractor agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the District and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of District employees.
5. **Workers' Compensation Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer liability insurance providing full statutory coverage.
6. **Other Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Further, Contractor agrees to maintain comprehensive general liability insurance with no exclusion for molestation or abuse, as indicated below and throughout the course of this Agreement. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount(s) specified below:
  - ☒ Comprehensive General Liability .... \$1,000,000 (applies to all agreements; no exclusion for molestation or abuse)
  - ☐ Motor Vehicle Liability Insurance .... \$1,000,000 (to be checked if motor vehicle used in performing services)
  - ☐ Professional Liability..... \$1,000,000 (to be checked if Contractor is a licensed professional)

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

7. **Hold Harmless.** Contractor agrees to indemnify and defend the District and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of Contractor and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.
8. **Confidentiality.** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of the District. All financial, statistical, personal, technical, and other data and information relating to the District's operations which is made available to Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the District requires of its own personnel. Contractor shall not, however, be required by this Section to keep confidential any



data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of the Agreement, or is rightfully obtained from third parties. The requirements of this Section shall survive termination of this Agreement.

9. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the District, and any attempted assignment without such prior written consent in violation of this Section shall automatically give the District the option to terminate this Agreement without notice.
10. **Termination of Agreement.** The District's Superintendent may, at any time after execution of this Agreement, terminate this Agreement, in whole or in part, for the convenience of the District by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from said notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District. In the event of termination, Contractor shall be paid for all work satisfactorily performed through the date of termination except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement. The District may immediately terminate this Agreement based upon unavailability of Federal, State, or local funds by providing written notice to Contractor as soon as is reasonably possible after District learns of said unavailability of funding.
11. **Payment of Permits/Licenses.** Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.
12. **Retention of Records.** Contractor shall maintain all records related to this Agreement for no fewer than three years after the District makes final payment or after termination of this Agreement and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the District, the State of California, other regulatory agencies, and/or Federal grantor agencies.
13. **Compliance with State, Federal, and Local Laws, Regulations, and Ordinances.** Contractor and all subcontractors shall ensure compliance with all state, federal, and local laws, regulations, or rules applicable to performance of the work required under this Agreement and shall execute all necessary certifications of compliance therewith.
14. **Merger Clause.** This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Superintendent. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail. This Agreement constitutes the entire Agreement between the District and Contractor. Further, liability referenced to in Section 6 is limited to Contractor's negligence during Contractor's performance under this Agreement.
15. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo or in the United States District Court for the Northern District of California.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor:

_____	_____
Contractor Signature	Date

Shane Safir, Safir & Associates, LLC.  
Contractor Name (please print)

For the District:

_____	_____
Kevin Skelly, Superintendent	Date

## **Exhibit A**

### **Agreement between the San Mateo Union High School District and Safir & Associates, LLC.**

#### **1. Description of Services to be Performed by Contractor**

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, Contractor shall provide the following:

Professional Development and Racial Equity Coaching/Consulting (see proposal for full details)

#### **2. Amount and Method of Payment**

In consideration of the services provided by Contractor pursuant to Section 1, **Description of Services to be Performed by Contractor**, and subject to the terms of the Agreement, the District shall pay Contractor based on the following schedule and terms:

Contractor will invoice quarterly:

September 1, 2022 - \$17,000

December 1, 2022 - \$17,000

March 1, 2023 - \$17,000

June 1, 2023 - \$17,000

Net 30 terms

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR BOARD APPROVAL (Over \$25K)

To: Board of Trustees

Date: 06/14/2022

From: Jenelle Vazquez

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Site(s) or Department: San Mateo High

Number of Quotes: 1

Vendor/Contractor: FOCALLY, LLC-YONDR

Reason for proposal:

YONDR EDUCATION PROGRAM-CELL PHONE POUCH - 2yrs

Certificate of Insurance: n/a

Contract Amount: \$26,574.75

Funding Source: SMHS FOUNDATION

Approved by:

Yvonne P. Shiu 06/15/2022  
Administrator

Vanessa Castano 06/16/2022  
Manager of Purchasing

Valerie Miller 06/16/2022  
Director of Budget and Fiscal Services

Yancy Hawkins 06/16/2022  
Associate Superintendent, Chief Business Officer

Accounting Personnel:

Board Approval Date:



Yondr  
team@overyondr.com

Invoice #FH239

Issue date  
Apr 18, 2022

## San Mateo HS - 22/23 +23/24 2Y Program (1650)

Payment can be made by check, wire, credit card or ACH.

Please send check payments to :

Yondr Inc  
PO Box 677  
Spokane, WA 99210

Wire information:

U.S. wires:  
SWIFT code BOFAUS3N  
Bank of America, N.A., 222 Broadway, New York, NY 10038  
Account: 3251 6261 2367  
Routing for paper + electronic: 121000358  
Routing for wires: 026009593  
Name of account: Yondr Inc

International wires:  
Swift code BOFAUS6S  
Account: 3251 6261 2367  
Bank of America, N.A., 555 California St., San Francisco, CA 94104  
Name of account: Yondr Inc

### Bill To

Adam Gelb  
agelb@smuhdsd.org  
530-574-2142

### Invoice Details

PDF created May 19, 2022  
\$26,574.75  
Date of service July 1, 2022

### Payment

Due April 18, 2022  
\$26,574.75

Item	Quantity	Price	Amount
Yondr Program - Year 1	1650	\$7.00	\$11,550.00
Yondr Program - Year 2	1650	\$7.00	\$11,550.00
Shipping	1	\$1,800.00	\$1,800.00
Subtotal			\$24,900.00
California Sales Tax			\$1,674.75

**Total Due** **\$26,574.75**



### Pay online

To pay your invoice go to <https://gosq.me/u/TrLolnLx>

Or open your camera on your mobile device, and place the code on the left within the camera's view.



**Yondr**  
team@overyondr.com

**Invoice #FH239**

**Issue date**  
Apr 18, 2022

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### Terms & Conditions (Program)

Included in the Yondr Program:

- Full customer service (implementation, site visits)
- Accessories (unlocking bases, distribution totes)
- Replacement pouches (pending reasonable adherence to Yondr's implementation protocol)
- Product upgrades

This Yondr Program is for the 22/23 year. All products are the property of Yondr, Inc. In the event of termination of the Program, Yondr will recoup all products from the client.

Start Date: 7/1/22

End Date: 6/30/24

In June 2024, San Mateo HS can renew, terminate or adjust the existing Program.



### Pay online

To pay your invoice go to <https://gosq.me/u/TrLolnLx>

Or open your camera on your mobile device, and place the code on the left within the camera's view.

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR BOARD APPROVAL (Over \$25K)

To: Board of Trustees

Date: 06/17/2022

From: Cynthia Chu

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Site(s) or Department: Districtwide

Number of Quotes: 1 (CO-OP OMNIA Partner)

Vendor/Contractor: Otis Elevator

Reason for proposal:  
FY22-23 Annual maintenance contract for elevators

Certificate of Insurance: NYC-010572571-04

Contract Amount: \$76,320.00

Funding Source: Fund 01 - Preventative Maintenance

Approved by:

Linda Carlton 06/17/2022  
Administrator

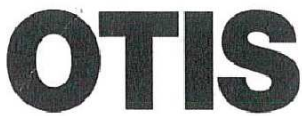
Vanessa Castano 06/21/2022  
Manager of Purchasing

Valerie Miller 06/21/2022  
Director of Budget and Fiscal Services

Yancy Hawkins 06/21/2022  
Associate Superintendent, Chief Business Officer

Accounting Personnel:

Board Approval Date:



Made to move you

DATE: 05/31/2022

TO:

SMUHSD

Attn: A/P - Cynthia Chu  
839 Hinckley Road  
Burlingame, CA 940101502

FROM:

Otis Elevator Company  
470 Lakeside Drive Ste. D  
Sunnyvale, CA 94085

CO-OP  
OMNIA

EQUIPMENT LOCATION:

ARAGON HIGH SCHOOL  
BURLINGAME HIGH SCHOOL  
CAPUCHINO HIGH SCHOOL  
HILLSDALE HIGH SCHOOL  
MILLS HIGH SCHOOL  
SAN MATEO ADULT HIGH SCHOOL  
SAN MATEO HIGH SCHOOL  
SMUHSD - DISTRICT OFFICE

Alexandra Busse  
Phone: (408) 210-4659  
Fax: (860) 353-4022

OTIS MAINTENANCE

PROPOSAL NUMBER: ATV767

EQUIPMENT DESCRIPTION:

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
4	HYDRAULIC INDEPENDENT MOTION		ONLY ELV, PAC LOBBY ELV 1, PAC STAGE ELV, BLDG C #1	F64704, F74721, F74722, F01716
3	HYDRAULIC CONTROL ENG. (MCE)		BLDG A-MUSICELV, BLDG F, THEATER ELV	F98900, F78123, F33836
5	HYDRAULIC ELEVATOR COMPANY	OTIS	THEATER LOB, THEATER 2, BLDG L ELV, PERFORMING ARTS, ADMIN ELEVATOR	235098, 235099, 632002, 610994, 495359
3	HYDRAULIC SCHINDLER		BLDG D, BIOTECH ELV, THEATER/GYM	F40415, F74720, F74723
9	HYDRAULIC THYSSEN		A BLDG, CLOCKTOWER, SCIENCE/CDE ELV, ADM BLDG A, CAFETERIA BLD E, BLDG H, BLDG G, BLDG A ELV 1, DIST. OFC. ONLY	F64702, F64703, F64715, F64713, F64711, F40935, F40936, F01715, F99034

OTIS MAINTENANCE

We propose to furnish Otis Maintenance on the equipment ("Units") described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

OTIS MAINTENANCE MANAGEMENT SYSTEM<sup>SM</sup>

We will use the Otis Maintenance Management System preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS<sup>®</sup> scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS standard work processes developed and continuously improved by Otis.

*Under this Contract, we will maintain the Units on the following terms and conditions:*

PERFORMANCE

## **MAINTENANCE**

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, and adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

## **RELIABILITY**

### **PARTS COVERAGE**

If necessary, due to normal usage and wear, Otis will repair or replace any of the parts specified above at their sole discretion, unless specifically excluded elsewhere in the contract. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

In addition, we will replace all wire ropes or coated steel belts as often as necessary to maintain an appropriate factor of safety. As conditions, usage, or Code warrants, we will equalize the tension on hoisting ropes, resocket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring

### **PARTS INVENTORY**

We will during the term of this Contract maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any replacement parts stored in the machine room remain our property until installed in the Units. We further agree to maintain a supply of routine replacement parts available for express delivery in case of emergencies.

### **QUALITY CONTROL**

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

## **RESPONSIVENESS**

### **24-HOUR DISPATCHING**

We will, at your request, provide you with access to eService and our OTISLINE 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on eService or through an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as a Callback. It is your responsibility to: (a) have a representative available to receive and respond to OTISLINE calls; and (b) maintain working telephone equipment.



## COMMUNICATION

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### CUSTOMER REPRESENTATIVE

As a service to you, and at your request an Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMS program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn.

### REPORTS – eSERVICE

We will use the OMMS program to record completion of maintenance procedures. We will, at your request, provide you access to eService. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use eService.

### SAFETY AND ENVIRONMENT

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#### SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

#### FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters" service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors. We will test the firefighters" service keyswitch on a monthly basis.

If during the initial firefighters" service test any elevator firefighters" service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

#### SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

#### ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

#### MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

#### SHARED RESPONSIBILITY

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at [www.otis.com](http://www.otis.com) by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

## **WORK SCHEDULE**

### **NORMAL HOURS**

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM® monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

### **OVERTIME**

On Callbacks outside of regular working hours, Otis will absorb the worked hours at straight time rates and you will be charged for the overtime premium portion only, including for travel time.

## **OWNERSHIP AND LICENSES**

### **WIRING DIAGRAMS**

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

### **OTIS SERVICE EQUIPMENT**

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

### **OTIS SOFTWARE**

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

### **NON-OTIS SOFTWARE**

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

### **SERVICE TOOLS**

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

## THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

## CLARIFICATIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers. Calls for repairs that fall outside of the scope of this contract will incur charges for travel time, plus vehicle surcharges and expenses.

We will not be required: (i) to make any tests other than that as specifically set forth herein; (ii) to make any replacements with parts of a different design or type; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, modernize or install new attachments to any Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts; (viii) to make any replacements, renewals, or repairs necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

Should you require us to interface with a third party work order, insurance or safety systems, Otis will add an appropriate fee to cover the additional cost associated with this service.

Neither party shall be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We agree that we shall be liable for accidents and injuries to person or property when adjudged to have been caused by the sole negligence or willful misconduct of Otis or our employees. In all other instances, Customer shall indemnify, defend and hold us harmless against all claims, damages, losses, costs, and expenses (including attorney's fees and other litigation costs) arising out of or connected with the use, repair, maintenance, operation or condition of the Equipment. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits. We shall not be obliged to perform until such unsafe condition has been remedied.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour

OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In the event of an entrapment, Customer will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. Customer agrees that its agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway.

Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, rust, fire, explosion, acts of God, misuse, or vandalism.

If this Agreement is terminated prematurely for any reason, other than our own default, you agree to pay as liquidated damages, and not as a penalty, one-half (50%) of the remaining amount due under this Agreement.

Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

We will not be liable for any claim, injury, delay, death or loss or property resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to Otisline where there is no verbal response to the Otisline operator.

#### **ALTERATIONS**

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

#### **SPECIAL PROVISIONS**

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

##### **Optional Pre-Payment Discount:**

The Monthly Price will be decreased by the percentage below if Owner elects to pay annually in advance of services rendered rather than semi-annually.

<b>Payment Period</b>	<b>Discount</b>	<b>Initial to Approve</b>
Annual	2%	<u>          X          </u>

##### **Optional Extended Term Discount:**

The Monthly Price will be decreased by the percentage below if Owner elects to execute an extended term agreement.

The discount will be for the term of the Agreement.

<b>Term</b>	<b>Discount</b>	<b>Initial to Approve</b>
2 Years	1.5 %	<u>          X          </u>
3 Years	2.5 %	<u>          X          </u>
5 Years	4%	<u>          X          </u>

## CONTRACT PRICE AND TERM

### CONTRACT PRICE

Six thousand three hundred sixty dollars (\$ 6,360.00 ) per month, payable Semi Annual

MO 6,360.00 x  
12 =  
Annual 76,320.00\*

### INVOICE DELIVERY

The standard method of invoice delivery is via email. Please provide your email address(es) in the bill to section of this document. You agree to immediately update us with any changes to the electronic invoicing email address(es). Exceptions for traditional mail delivery may be accommodated by notifying your account manager.

### PRICE ADJUSTMENT

Six thousand three hundred sixty dollars (\$ 6,360.00) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on **01/01/2022** which was **122.120**. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

The Contract Price will be adjusted annually on the commencement date by the percentage increase or decrease in the straight time hourly labor cost under the IUEC contract then in effect. The term "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained. In addition, we may adjust the Contract Price as a result of any substantial changes in service expenses, including but not limited to expenses in connection with fuel, waste disposal, environmental requirements, cost of materials, changes to government regulations or other administrative costs.

### TERM

The Commencement Date will be 07/01/2022.

The Term of this Contract unless modified under the extended term below, will be for one (1) year beginning on the Commencement Date.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

### PAYMENTS

Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

#### Electronic Funds Transfer Payments (ACH/EFT)

To set up automatic payments or to make one-time payments, please visit [Payinvoicedirect.com](http://Payinvoicedirect.com) to register. Please note, registration is available after your first invoice has been billed.

### ACCEPTANCE

OTIS MAINTENANCE



This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Alexandra Busse  
Title: Branch Service Sales Manager  
E-mail: Alexandra.Busse@otis.com

Accepted in Duplicate

**Customer**

Approved by Authorized Representative

Date:

Signed:

Print Name:

Title

E-mail:

Email address for  
invoice delivery:

☐ Delivery invoice via standard mail

Name of Company

☐ Principal, Owner or Authorized Representative of Principal or Owner

☐ Agent: \_\_\_\_\_  
(Name of Principal or Owner)

**Otis Elevator Company**

Approved by Authorized Representative

Date:

Signed:

Print Name:

Title

**SIGN  
HERE**

Alexandra Busse

Branch Service Sales Manager

OTIS MAINTENANCE

**BILL TO INFORMATION**

Company Name:

Address:

Address 2:

City:

State:

San Mateo Union High School District

839 Hinkley Rd

Burlingame

CA

Zip Code:

94010

Invoice delivery email  
address(es):

cchu@SMUHSO.ORG

**ACCOUNTS PAYABLE CONTACT**

Name:

Cynthia Chu

Phone Number:

650-558-2276

Fax Number:

E-mail:

cchu@SMUHSO.ORG

**TAX STATUS**

Are you tax exempt? Yes ☒ No

If yes, please provide tax exempt certificate

Do you require a Purchase Order be listed on your invoices? ☒ Yes No

If yes, please provide contact info for PO renewal:

Name:

Fax:

Phone:

E-Mail:

Would you like Otis to automatically debit your bank account for your maintenance invoices? Yes No

If yes, please provide blank check for bank routing and account information.

OTIS MAINTENANCE

[REGISTER](#)

**OTIS**  
Elevator, Escalator, Lifts Maintenance, Repair and  
Related Items

**OTIS**

## Overview

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[Contract Documentation](#)

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[Univ. of CA Elevator  
Contract](#)

## About OTIS

OTIS Elevator Company is the world's largest manufacturer of people moving products, including elevators, escalators and moving walkways. OTIS continues to lead the industry we created more than 160 years ago. We owe our success to our pioneering spirit, a culture of innovation, the trust our customer put in us and the values that define us.

OTIS is the only Global Elevator company that is based in North America, with our World Headquarters located in Farmington, CT. Due to our strong Global presence, we are able to ensure consistent quality, safety and service. We offer products and services in 200 counties and territories. With our wide range of products and services, we're able to meet the diverse needs of the most demanding customers and passengers. Our global presence also enables us to offer the highest levels of personalized service, delivered by 31,000 expert mechanics worldwide.



# Made to move you

## THE WORLD'S LEADING MAKER AND MAINTAINER OF ELEVATORS, ESCALATORS AND MOVING WALKWAYS

We're focused on the future – pioneering a new generation of products and services that are smarter, more effective, data-rich and more connected. We were founded by an entrepreneur whose invention transformed the way we work and live. Now we're reinventing Otis to meet the changing needs of our customers in the digital age.

**\$12.9B**  
2018 Net Sales

**68K**  
Employees

**>2M**  
Units Maintained

**33K**  
Service Technicians

**~2B**  
People Moved Daily

**~1K**  
Branch Offices

## A REPUTATION BUILT ON EXPERIENCE AND TRUST



### ORIENTAL PEARL TOWER

A showcase for Otis technology since it opened in 1994, Shanghai's iconic Oriental Pearl Radio and Television Tower now features our first inclined elevator in China. It entered service in 2019, marking the completion of a two-year modernization of the tower's elevator system.



### RESORTS WORLD

Expected to open in 2020, Resorts World Las Vegas is on track to be the first ground-up construction of a new mega-resort on the Strip in nearly a decade. It will feature more than 200 Otis elevators and escalators.



### THE STATUE OF UNITY

Otis' SkyRise® elevators carry visitors to the observation deck of India's Statue of Unity. The statue honors Sardar Vallabhbhai Patel, an Indian independence leader. At 182 meters, it claimed the title of world's tallest statue when it was unveiled in 2018.

# OTIS

Learn more at [otis.com](https://www.otis.com)

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## OTIS Affiliates:

**AMTECH** Elevator  
Services

**DELTA BECKWITH**  
ELEVATOR COMPANY

**UNITEC**  
ELEVATOR

SAFETY • INTEGRITY • EXPERIENCE

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR BOARD APPROVAL (Over \$25K)

To: Board of Trustees

Date: 05/27/2022

From: Curriculum

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Site(s) or Department: Curriculum

Number of Quotes: 1

Vendor/Contractor: Panorama

Reason for proposal:

Panorama with Expansion- Multi Year Contract for discount

2022-23 SY \$43,631.50

2023-24 SY\$43,631.50

Certificate of Insurance: n/a

Contract Amount: \$87,263

Funding Source: A-G Grant

Approved by:

Brian Simmons 06/02/2022  
Administrator

Vanessa Castano 06/02/2022  
Manager of Purchasing

Valerie Miller 06/03/2022  
Director of Budget and Fiscal Services

Yancy Hawkins 06/22/2022  
Associate Superintendent, Chief Business Officer

Accounting Personnel: VE

Board Approval Date:

# PANORAMA EDUCATION- SERVICE ORDER



Primary Contact Information			
Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>	San Mateo Union High School District	<i>Company Name</i>	Panorama Education, Inc.
<i>Primary Contact, Title</i>	Brian Simmons, Director of Curriculum and Assessment	<i>Primary Contact, Title</i>	Aly Russo, Account Director
<i>Billing / Payment Address</i>	650 Delaware Street	<i>Billing Address</i>	24 School St. Fourth Floor
<i>City / State / Zip</i>	San Mateo, CA 94401	<i>City / State / Zip</i>	Boston, MA 02108
<i>Primary Contact Email Address</i>	bsimmons@smuhdsd.org	<i>Email</i>	arusso@panoramaed.com
<i>Primary Contact Phone Number</i>	(650) 558 2212	<i>Phone</i>	617-829-3651
<i>Accounts Payable Contact</i>			
<i>Accounts Payable Email Address</i>			
<i>Accounts Payable Phone Number</i>			
<i>Purchase Order Required?</i>	Yes [ x ]      No [   ]		
(1) Description of Services and (2) Fees			
Description of Services		Fees	
<b>Annual Licenses:</b> <b>Panorama Climate Surveys and SEL: Platform License</b> Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting. Student surveys Teacher/staff surveys Family surveys Community surveys  <b>Check-ins</b> Check-in surveys and reporting Roster integration with SIS		<b>Effective Date:</b> July 1, 2022	Date agreement is counter-signed by all parties.
		<b>Contract Term:</b> <i>(From Effective Date)</i>	2 Contract Years
		<b>Annual License Fee:</b>	\$36,400 / year
		<b>Multi - Year Discount:</b>	x 5% 8% 10%

# PANORAMA EDUCATION- SERVICE ORDER



	<i>Discounted Annual License Fee:</i>	-\$1,820 / year
		\$34,580 / year
		* <u>2</u> Contract Years
	<i>Subtotal License Fee Over Contract Term:</i>	\$ 69,160
<p><b>Services:</b></p> <p><b>Project Management</b> Includes dedicated Client Success Manager who will work with the client's main point of contact to execute a successful project administration.</p> <ul style="list-style-type: none"> <li>Develop project timeline</li> <li>Manage setup and administration</li> <li>Customize configurations</li> <li>Coordinate rollout of reports</li> </ul> <p><b>Virtual Workshop (Core Offering)</b> Includes a consultative planning session with a professional learning specialist and up to 2 hours of virtual facilitation for groups &lt;50 (Larger sessions can be supported as interactive webinars, and additional facilitators can be added for breakout rooms or chat moderation at an additional cost).</p> <p>OR</p> <p><b>Custom Consultations</b> Includes a facilitated session with one school - or district - based leadership team to understand context, present the key findings from data, facilitate a process of prioritization, and guide determination of next steps for student and adult support.</p>	<i>Project Management:</i>	\$6,051.50 / year
	<i>Professional Development:</i>	\$3,000 / year
	<i>Annual Services Fees:</i>	\$9,051.50 / year
		* <u>2</u> Contract Years
	<i>Subtotal Services Fees Over Contract Term:</i>	\$18,103
	<i>Subtotal License Fee Over Contract Term:</i>	\$69,160
	<i>Subtotal Services Fees Over Contract Term:</i>	\$18,103
	<i>Total Over Contract Term:</i>	\$87,263

# PANORAMA EDUCATION- SERVICE ORDER



	<i>(Invoiced on Effective date of Year 1 unless otherwise specified)</i>	
	<b>Annual Total:</b>	\$43,631.50 / year

## (3) Agreement

The entire agreement by and between Client and Panorama ("Agreement") consists of (i) the terms set forth in this Service Order ("SO") and (ii) the terms attached as Exhibit A to, and hereby incorporated by reference into, this SO ("Terms").

## (4) Supplemental Terms and Conditions (if any)

## Authorization

By signing below, Client and Panorama ACCEPT AND AGREE TO the Agreement as of the Effective Date.

Client Signature:	Print Name, Title:	Date:
Panorama Signature:	Print Name, Title:	Date:

## Exhibit A

### Terms

#### BACKGROUND

Panorama is an education technology company that provides a cloud-based platform -as-a-service and related support services to enable schools and school districts to analyze student and school data, measure social -emotional learning, and design and implement survey programs for students, staff and parents or authorized guardians (“Platform”). The client named on the Service Order attached hereto (“Client”) and Panorama have entered into an agreement consisting of the attached Service Order, including any exhibits attached thereto, (“SO”), these terms (“Terms” and collectively with the SO, “Agreement”). From time to time hereafter, Client and Panorama may enter into additional service orders pursuant to which Client may purchase additional rights to use the Platform and receive additional services, provided that these Terms will be incorporated by reference into and apply to each such additional service order to create a separate agreement that governs each such additional service order, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

#### 1 RIGHT TO USE PLATFORM

1.1 Platform. Subject to this Agreement, Panorama hereby grants Client (including Client’s students, employees, and parents and authorized guardians of Client’s students, all as applicable and described in the relevant SO, (“Authorized Users”)), the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client’s use, in accordance with applicable laws and regulations and the Platform’s intended uses as communicated to Client by Panorama.

1.2 Limitations. Except as expressly permitted in the Agreement, Client will not and will not authorize or allow any third party to: (a) provide access to the Platform to any person who is not an Authorized User or (b) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (c) modify, translate or create derivative works based on the Platform; (d) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (e) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (f) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (g) remove or obscure any proprietary notices or labels of Panorama or its

suppliers on the Platform or on any printed or digital materials provided by Panorama.

1.3 Compliance with Laws. Panorama is responsible for compliance with federal, state local laws and regulations to the extent they govern Panorama’s activities, including providing the Platform to Client. Client is responsible for compliance with federal, state and local laws and regulations to the extent they govern Client’s activities, including but not limited to the use by Client of the Platform to collect, record, retain, use and disclose any individual’s information. Without limiting the foregoing, each party is responsible for determining its own obligations, including but not limited to notice and consent obligations, under the Family Educational Right to Privacy Act and its implementing regulations (“FERPA”) and the Protection of Pupil Rights Act and its implementing regulations (“PPRA”). The parties agree that they intend for the collection and use of personally identifiable information (as defined under FERPA) for only legitimate educational purposes and other purposes allowed under relevant laws, including but not limited to FERPA and PPRA. Client hereby gives its consent to Panorama on behalf of parents (as defined under FERPA, PPRA and the Children’s Online Privacy Protection Act (“COPPA”)) of children from whom any personal information (as defined under COPPA) may be gathered in connection with this Agreement and the Platform. Panorama shall not be obligated to obtain consents from parents directly.

#### 2 INTELLECTUAL PROPERTY; PRIVACY; SECURITY

2.1 Client Data. As between Client and Panorama, Client owns data input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users, that constitutes personally identifiable information (as defined under FERPA), such as student survey responses reported on an individual level, (“Client PII”) and (b) any other data and content input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users or on their behalf, such as survey questions, (“Non-PII” and together with PII “Client Data”). Client hereby grants Panorama a nonexclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers): (i) right and license during the Term to copy, distribute, display, create derivative works of and use Client Data to perform Panorama’s obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client PII to create aggregated, non-personally identifiable data sets (“Blind Data”) and copy, distribute, display, create derivative works of and use Blind Data for benchmarking, research or development purposes, including published research; and (iii) perpetual, irrevocable right and license to copy, distribute, display, create derivative works of and use Non-PII, for any and all purposes, in any form, media or manner. Client reserves any and all right,



## Exhibit A

### Terms

title and interest in and to Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2 Panorama Intellectual Property. Panorama retains all right, title and interest in and to the Platform, including but not limited to learning content, teaching materials, survey questions, underlying research and methodologies (by whomever produced except to the extent Client produced such material), all copies and parts of any of the foregoing, and all intellectual property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

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

2.4 Panorama Privacy Policy. Panorama's Privacy Statement, as may be amended from time to time, is available at <https://www.panoramaed.com/privacy>.

2.5 Data Security and Privacy.

1. (a) Panorama will implement and maintain an information security program that is consistent with industry recognized practices, which include using commercially reasonable administrative, physical and technical safeguards designed to protect the Platform from unauthorized access that could compromise the security, confidentiality or integrity of Client PII. Panorama shall: (i) use reasonable efforts to secure physical premises where Client PII will be processed and/or stored and (ii) take reasonable precautions with respect to the employment of, access given to, and education and training of personnel engaged by Panorama to perform its obligations under this Agreement.

2. (b) Client will and will instruct its Authorized Users to: (i) use the Platform to collect, record, retain, use and disclose personally identifiable information only to the extent necessary for its legitimate educational purposes; (ii) otherwise

provide Panorama with personally identifiable information only to the extent necessary for Panorama to provide the Platform and perform its obligations under the Agreement; (iii) input personally identifiable information into the Platform only as prescribed by Panorama and only in the fields designated by Panorama ("Structured Fields"); (iv) use reasonable efforts to prevent unauthorized access to or use of the Platform; and (v) notify Panorama promptly of any known or suspected unauthorized access or use. Client will assist Panorama in all efforts to investigate and mitigate the effects of any such incident.

3. (c) If during the Term or upon termination of this Agreement Client requests in writing, Panorama will delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards.

4. (d) Panorama shall not be responsible for any personally identifiable information input into the Platform in a manner not prescribed by Panorama or in a field that is not a Structured Field.

### 3 FEES; PAYMENT TERMS

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

3.2 Taxes; Tax Exemption. All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). To the extent applicable, Client will be solely responsible for payment of all Taxes and will not withhold any Taxes from any amounts due Panorama. For the avoidance of doubt, Taxes do not include taxes based on Panorama's income. Client is responsible for determining whether it qualifies for any tax exemption, and if Client claims it is tax-exempt, it will, upon request from Panorama, provide documentation evidencing its tax-exempt status.

### 4 TERM, TERMINATION

4.1 Term. The term of the Agreement will commence on the Effective Date and, unless earlier terminated in accordance

## Exhibit A

### Terms

with this Section 4, will continue through the date set forth on the SO ("Term").

4.2 Expiration; Termination. In addition to any other remedies it may have, either party may terminate the Agreement prior to expiration if the other party breaches any part of the Agreement and fails to cure such breach within thirty (30) days after receiving notice thereof. Upon expiration or any termination for any reason of the Agreement: (a) Client will pay in full for use of the Platform up to and including the last day on which the Platform is provided; (b) Panorama may, without notice to Client, delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards; and (c) all rights granted to Client and all obligations of Panorama will immediately terminate and Client will promptly cease use of the Platform.

4.3 Survival. Upon expiration or termination for any reason of the Agreement, Sections 2 (Intellectual Property; Privacy; Security), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

## 5 CONFIDENTIALITY

5.1 As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data that is not Client PII, regardless of whether it is in tangible form, disclosed by either party ("Disclosing Party") that Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party ("Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective clients and customers, billing records, and products or services will be deemed Confidential Information of Disclosing Party even if not so marked or identified. Panorama's Confidential Information includes, without limitation, the Platform and this Agreement. Information will not be deemed Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; (b) becomes known (independently of disclosure by Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that certain Confidential Information may constitute valuable trade secrets and proprietary

information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of the Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisers, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in the Agreement. Upon Disclosing Party's written request, Receiving Party will either promptly return to Disclosing Party Disclosing Party's Confidential Information, and all embodiments thereof, that is in Receiving Party's possession and certify such return or use reasonable efforts to delete or otherwise render inaccessible such Confidential Information and certify the same.

## 6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party or any law or regulation applicable to it, and (c) this Agreement constitutes a legal, valid and binding



## Exhibit A

### Terms

obligation when signed by both parties. Client further represents and warrants that it has the right to provide Client Data to Panorama as well as the licenses and rights therein and thereto for the purposes contemplated by this Agreement.

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

## 7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

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

7.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE

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

7.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

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

## Exhibit A

### Terms

it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i) - (iii) are not available on commercially reasonable terms, terminate the Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

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

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

## 8 GENERAL

8.1 International. Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

8.2 Relationship. No agency, partnership, joint venture, or employment is created as a result of the Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever.

8.3 Publicity. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding

anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional, proposal and marketing materials.

8.4 Assignment. Neither party may assign the Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign the Agreement to an acquirer of or successor to all or substantially all of its business or assets to which the Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void.

8.5 Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under the Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by the Agreement.

8.6 Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) ("Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate the Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform.

8.7 Governance. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this

## Exhibit A

### Terms

Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

8.8 Agreement. Both parties agree that the Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of the Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. Any additional or different terms proposed by Client, including those contained in Client's procurement order, acceptance, vendor portal or website, shall not be valid or have any effect unless expressly incorporated into the SO and agreed upon in writing by Panorama. Neither Panorama's acceptance of Client's procurement order nor its failure to object elsewhere to any provisions of any subsequent document, website, communication or act of Client shall be deemed acceptance thereof or a waiver of any of the terms in these Terms. If any term of the SO, including any exhibit attached thereto, expressly conflicts with a term of these Terms, the term of the SO (or if applicable the exhibit) shall prevail. If terms within the SO, including any exhibit attached thereto, and these Terms appear merely inconsistent or ambiguous, all such terms shall be given effect to the extent reasonably possible, with a term that is more specific and detailed on a certain matter prevailing over a more general term or silence on that matter. Silence in the SO, or in any exhibit attached thereto, or in these Terms, on a matter that is addressed elsewhere in the Agreement shall not be deemed to present an express conflict, inconsistency or ambiguity.

8.9 Notices. All notices under the Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

5.

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR BOARD APPROVAL (Over \$25K)

To: Board of Trustees

Date: 05/26/2022

From: Curriculum

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Site(s) or Department: Curriculum

Number of Quotes: 1

Vendor/Contractor: Santa Clara County Office of Ed.

Reason for proposal:  
DataZone 22-23 SY

Certificate of Insurance: n/a

Contract Amount: \$36,544.00

Funding Source: Title III LEP

Approved by:

Brian Simmons 06/02/2022  
Administrator

Vanessa Castano 06/02/2022  
Manager of Purchasing

Valerie Miller 06/03/2022  
Director of Budget and Fiscal Services

Yancy Hawkins 06/03/2022  
Associate Superintendent, Chief Business Officer

Accounting Personnel: VE

Board Approval Date:

## FY22-23 QUOTE ESTIMATE

### San Mateo Union High School District

This is the quotation for the implementation and use of DataZone in the San Mateo Union High School District.

DataZone is a centralized data warehouse and analytics platform designed to help districts connect, integrate, and analyze data from a variety of source systems including student information systems (SIS), state and College Board testing files, local District assessments, and is integral to improving decision-making and targeting resources for highest impact.

#### PRICING SCHEDULE

PACKAGE TYPE	FY 2022 – 23	FY 2023 – 24	FY 2024 – 25
Educator Analytics – TK-8 (per student pricing)	\$3.75	\$4.00	\$4.00
Educator Analytics – 9-12 (per student pricing)	\$4.00	\$4.50	\$4.50
PRO MODULES:	COST:		
SEL (Social Emotional Learning Survey & Analytics)	\$0.50 per student (per ADA enrollment)		
Standard Local Assessment (beyond the 4 standard assessments provided in Educator Analytics)	\$0.25 per student/assessment		
Custom Integration (for non-standard SIS or Local Assessments)	Based on Statement of Work		
Professional Services and Training	Based on Statement of Work		

We keep our DataZone pricing at the lowest level possible with Santa Clara County Office of Education subsidizing some of the data warehouse cost.

#### FEE STRUCTURE

<b>District Name:</b>	San Mateo Union High School District		
	Per Student Fee	No. of Enrolled Students	Total Amount
Educator Analytics – TK-8	\$3.75	0	\$0.00
Educator Analytics – 9-12	\$4.00	9,136	\$36,544.00
<b>TOTAL AMOUNT:</b>		<b>9,136</b>	<b>\$36,544.00</b>

Please Note:

1. Student Enrollment Data Source: DataQuest
2. Annual fees will be invoiced each year based on the actual number of students in DataZone on the first Thursday in October

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR BOARD APPROVAL (Over \$25K)

To: Board of Trustees

Date: 06/13/2022

From: Simon Bettis

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Site(s) or Department: Technology

Number of Quotes: 1

Vendor/Contractor: Digital Scepter

Reason for proposal:

Sole Source- Firewall Maint. renewal: includes CIPA compliant content filter, virus detection and 4 hour support

Certificate of Insurance: n/a

Contract Amount: 43956.50

Funding Source: Technology General

Approved by:

Simon Bettis 06/13/2022  
Administrator

Vanessa Castano 06/15/2022  
Manager of Purchasing

Valerie Miller 06/15/2022  
Director of Budget and Fiscal Services

Yancy Hawkins 06/15/2022  
Associate Superintendent, Chief Business Officer

Accounting Personnel:

Board Approval Date:





## Quote

Quote Number: 5754

Payment Terms:  
Expiration Date: 06/22/2022

### Quote Prepared For

**Simon Bettis**  
**San Mateo Union High School District**  
650 N. Delaware  
San Mateo, CA 94401  
United States  
Phone:(650) 558-2487  
sbettis@smuhd.org

### Quote Prepared By

**Doug Robinson**  
**Digital Scepter**  
29970 Technology Drive Suite# 122B  
Murrieta, CA 92563  
United States  
Phone:951-236-9243  
Fax:  
[doug@digitalscepter.com](mailto:doug@digitalscepter.com)

Item#	Quantity	Item	Unit Price	Unit Discount	Adjusted Unit Price	Extended Price
<b>One-Time Items</b>						
1)	1	PA-5220-ADVURL4- Subscription Advanced URL Filtering, 1-year, Renewal, PA-5220	\$16,940.00	\$3,388.00	\$13,552.00	\$13,552.00
2)	1	PA-5220-TP-R Threat prevention subscription renewal, PA-5220	\$11,290.00	\$2,258.00	\$9,032.00	\$9,032.00
3)	1	PA-5220-WF-R WildFire subscription renewal, PA-5220	\$11,290.00	\$2,258.00	\$9,032.00	\$9,032.00
4)	1	SVC-4HR-5220-R 4-Hour Premium support renewal, PA-5220	\$12,990.00	\$649.50	\$12,340.50	\$12,340.50
<b>One-Time Total</b>						<b>\$43,956.50</b>
PA-5220 SN 013201009268 Term Date: 06/30/2022 - 06/30/2023 for TP, WF, ADVURL, 4- Hour Premium Support.					<b>Subtotal</b>	<b>\$43,956.50</b>
<b>Total Taxes</b>						<b>\$0.00</b>
<b>Total</b>						<b>\$43,956.50</b>

CONFIDENTIAL and intended for the recipient listed on this quote. Customer responsible for any applicable sales tax or expedited freight. View terms of sale at <https://digitalscepter.com/terms/> Professional Services require an advanced payment and a signed statement of work to schedule. Payment for hardware, subscriptions and support due NET 30 on approved credit. TO ORDER PLEASE EMAIL PO TO [ORDERS@DIGITALSCEPTER.COM](mailto:ORDERS@DIGITALSCEPTER.COM)

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR BOARD APPROVAL (Over \$25K)

To: Board of Trustees

Date: 06/22/2022

From: Curriculum

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Site(s) or Department: Curriculum

Number of Quotes: 1

Vendor/Contractor: Frontline Education

Reason for proposal:  
Frontline 2022-23

Certificate of Insurance: n/a

Contract Amount: \$93,671.68

Funding Source: Educator Effectiveness

Approved by:

Brian Simmons 06/22/2022  
Administrator

Vanessa Castano 06/22/2022  
Manager of Purchasing

Valerie Miller 06/22/2022  
Director of Budget and Fiscal Services

Yancy Hawkins 06/22/2022  
Associate Superintendent, Chief Business Officer

Accounting Personnel: VE

Board Approval Date:

**Exhibit A Frontline Customer Order Form**

Q-93770

MSA-001f400000S9Fv5

06/22/2022

1400 Atwater Drive Malvern, PA 19355

Customer:	Order Form Details:
San Mateo Union High School District 650 North Delaware Street San Mateo, California, 94401 United States	<b>Pricing Expiration:</b> 6/30/2022 <b>Quote Currency:</b> USD <b>Account Manager:</b> Kenneth Nunes
<b>Contact:</b> Brian Simmons <b>Title:</b> Director Curriculum & Assessment	<b>Startup Cost Billing Terms:</b> One-Time, Invoiced after signing <b>Subscription Billing Frequency:</b> Annual
<b>Phone:</b> (650) 558-2212 <b>Email:</b> bsimmons@smuhd.org	<b>Sale Type:</b> New <b>Initial Term:</b> 6/30/2022 – 6/30/2023

Pricing Overview	Amount
<b>One-Time Fees</b>	<b>\$38,425.00</b>
<b>Annual Recurring Fees</b>	<b>\$55,095.73</b>
<b>(Initial Term Prorated Fees)</b>	<b>\$150.95</b>

One-Time Fees Itemized Description	Quantity	Amount (each)	Amount
Frontline Implementation	1	\$29,800.00	\$29,800.00
Custom Virtual Session - Employee Evaluation Mgmt	1	\$525.00	\$525.00
Custom Virtual Session - Prof Learning Mgmt	1	\$525.00	\$525.00
Custom Virtual Session - Employee Evaluation Mgmt	1	\$525.00	\$525.00
Custom Virtual Session - Prof Learning Mgmt	1	\$525.00	\$525.00
Custom Virtual Session - Frontline Central	1	\$525.00	\$525.00
Form Construction - Frontline Central	20	\$250.00	\$5,000.00
Frontline Single-Sign-On (SSO) Setup	1	\$1,000.00	\$1,000.00

Annual Recurring Fees Itemized Description	Start Date	End Date	Amount
(Frontline Central Solution Prorated Term)	6/30/2022	6/30/2022	\$33.55
(Professional Growth Solution Prorated Term)	6/30/2022	6/30/2022	\$117.40
Frontline Central Solution	7/01/2022	6/30/2023	\$12,244.66
Professional Growth Solution	7/01/2022	6/30/2023	\$42,851.07



1400 Atwater Drive Malvern, PA 19355

### Additional Order Form Information

#### Tax Information

**Tax Exemption:** We currently don't have a tax exemption certificate on file for you. Please use this [link](#) to upload your tax exemption certificate. Otherwise, the appropriate tax will be applied at the time of invoicing.

#### PO Information

PO Status: \_\_\_\_\_

PO #:

**Note:** If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to [billing@frontlineed.com](mailto:billing@frontlineed.com), otherwise a PO shall not be required for payment

#### Professional Services Information

Customer has one year from date of Customer's signature of this Order to utilize any Professional Services described in this Order. The Professional Services expire thereafter with no credit or refund due to Customer.

**Exhibit A Frontline Customer Order Form**

Q-93770

MSA-001f400000S9Fv5

06/22/2022

1400 Atwater Drive Malvern, PA 19355

Invoicing Schedule	Due Date	Amount
<b>Invoice: One Time</b>	<b>Upon Signing</b>	<b>\$38,425.00 + applicable sales tax</b>
Frontline Implementation		\$29,800.00
Custom Virtual Session - Employee Evaluation Mgmt		\$525.00
Custom Virtual Session - Prof Learning Mgmt		\$525.00
Custom Virtual Session - Employee Evaluation Mgmt		\$525.00
Custom Virtual Session - Prof Learning Mgmt		\$525.00
Custom Virtual Session - Frontline Central		\$525.00
Form Construction - Frontline Central		\$5,000.00
Frontline Single-Sign-On (SSO) Setup		\$1,000.00
<b>Invoice: Prorated</b>	<b>7/30/2022</b>	<b>\$150.95 + applicable sales tax</b>
Frontline Central Solution		\$33.55
Professional Growth Solution		\$117.40
<b>Invoice: Annual</b>	<b>7/30/2022</b>	<b>\$55,095.73 + applicable sales tax</b>
Frontline Central Solution		\$12,244.66
Professional Growth Solution		\$42,851.07

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1400 Atwater Drive Malvern, PA 19355

**MASTER SERVICES AGREEMENT**

This Master Services Agreement is made effective as of the date of the signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, with an address at 1400 Atwater Drive, Malvern, PA 19355 ("Frontline" or "Frontline"), and the customer identified below ("Customer"). Frontline and Customer are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the Terms and Conditions contained herein (the "Terms and Conditions"), including any exhibits, Order Form(s), Order Form Terms and Conditions and Statements of Work (collectively, the "Agreement"). To place orders subject to this Agreement, at least one Order Form (as defined below) must be incorporated into this Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work or any Order Form or any Order Form Terms and Conditions, the provisions of the Statement of Work or Order Form or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to the services forth in the Statement of Work or that particular Order Form.

**Frontline Technologies Group LLC dba Frontline Education**

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

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

Title: \_\_\_\_\_

Address: 1400 Atwater Drive  
Malvern, PA 19355Email: billing@frontlineed.com**San Mateo Union High School District**

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

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

Title: \_\_\_\_\_

Address: 650 North Delaware Street  
San Mateo, California 94401

Email: \_\_\_\_\_

**Attached:**     *Terms and Conditions*  
                      *Exhibit A*



1400 Atwater Drive Malvern, PA 19355

**MASTER SERVICES AGREEMENT**  
**TERMS AND CONDITIONS**

**1. Software and Services**

1.1. Software. Subject to the terms and conditions set forth in this Agreement (including any Order Forms, Order Form Terms and Conditions and/or Statement of Work), Frontline hereby grants Customer a non-exclusive, non-transferable license to use the software identified on any Order Form (the "Software") and the technical manuals, instructions, user information, training materials, and other documentation that accompany the Software and contain its technical specifications, as may be amended from time to time ("Documentation") solely for internal use by its then-current employees, contractors, agents, representatives and other end users authorized to use the Software on Customer's behalf (collectively, "Authorized Users" or "End Users") in the ordinary course of Customer's business. Frontline shall provide any professional or other services set forth in an Order Form (the "Services"). All rights, title and interest to the Software and any work product, deliverables or other materials provided by Frontline ("Work Product") are expressly reserved and retained by Frontline or its licensors, including any program or other application that is designed to integrate and be used with the Software, whether or not developed independently by Frontline, and all improvements, modifications and intellectual property rights therein. Customer shall not, and Customer shall require any Authorized Users to not (a) transfer, assign, export, or sublicense the Software or Work Product except as specifically set forth herein, or its license rights thereto, to any other person, organization or entity, including through rental, timesharing, service bureau, subscription, hosting, or outsourcing the Software (whether or not such sublicense, hosting or outsourcing is by Customer or for Customer); (b) attempt to create any derivative version thereof; (c) remove or modify any marking or notice on or displayed through the Software, Work Product or Documentation, including those related to Frontline's or its licensors' proprietary rights in and to the Software, Work Product or Documentation, as applicable; or (d) de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce same to human-readable form. Without limiting the foregoing, Customer may not sublicense, outsource or otherwise grant access to the Software to any third party vendor without Frontline's prior written consent, including any third party host of the Software for Customer. Frontline shall have the right (but not the obligation) to monitor Customer's and its Authorized Users' use of the Software to confirm Customer's and its Authorized Users' compliance with the terms of this Agreement.

1.2. Authorized Users. The total number of Authorized Users will be limited to the numerical or category limitations set forth in an Order Form, if any. Customer acknowledges and agrees that, depending on the specific Software provided by Frontline to Customer and/or the category of Authorized User, Authorized Users may have different access and usage rights to the Software. Customer shall ensure that Authorized Users comply with the terms and conditions of this Agreement with respect to access and use of the Software and any acts or omissions of such Authorized Users with respect to the same will be deemed acts or omissions of Customer for which Customer will be responsible on a joint and several basis. Customer is solely responsible for approving and provisioning any and all usernames and passwords assigned to or adopted by Customer's Authorized Users in connection with use of the Software. Customer is responsible for all activities that occur as a result of the use of such usernames and passwords. Customer will notify Frontline promptly of any unauthorized use of such usernames and passwords or any other breach of security known to Customer.

1.3. Order Forms. Customer may place orders for the Software and Services by entering into a mutually agreed Order Form, which shall become a part of this Agreement and be attached hereto as Exhibit A. No other document shall be required to affect a legally binding purchase under this Agreement. Any preprinted or other terms contained on Customer's purchase order or otherwise shall be inapplicable to this Agreement. Unless an Order Form states otherwise, each Order Form is independent of each other Order Form (but each Order Form is a part of and integral to this Agreement).

1.4. Software Administrator; Maintenance Windows. At all times, Customer must have an employee who has obtained the Software administrator certification training from Frontline and who is certified by Frontline as a Software administrator ("Software Administrator"). If Software Administrator ceases to serve as such, Customer shall promptly provide written notice to Frontline and have another employee obtain Frontline Software administrator certification and be designated as a Software Administrator, at Customer's expense. Frontline shall provide Customer with assistance regarding the use of the Software during Frontline's normal business hours (EST), Monday through Friday. Such assistance shall be provided only to Customer's Software Administrator. Frontline may perform system maintenance and/or software updates periodically upon advanced notice to Customer. However, due to extenuating circumstances, Frontline may, at times, need to perform maintenance without the ability to provide advance notice.

1.5. Customer Content. The Software and Services may enable Customer and its Authorized Users to provide, upload, link

1400 Atwater Drive Malvern, PA 19355

to, transmit, display, store, process and otherwise use text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in applicable laws), audio, video, photographs and other content and material in any format (collectively, the "Customer Content") in connection with the Software and Services. Customer hereby grants to Frontline a non-exclusive, royalty-free license to reproduce, display, distribute, modify, prepare derivative works of and otherwise use the Customer Content for the purpose of providing the Software and otherwise performing its obligations and exercising its rights under this Agreement. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of the Customer Content. Frontline will act as a data processor, and will act on Customer's instruction concerning the treatment of Personal Data provided in connection with the Software and Services, as specified in the Order Form. Customer shall provide any notices and obtain any consents (including consent of any parent or guardian for any minor) related to Customer's use of the Software and receipt of the Services and Frontline's provision of the Software and Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data. Customer acknowledges and agrees that it must properly enter data, information and other Customer Content and configure settings within the Software in order for the Software to operate properly. Customer shall verify the accuracy of any of the Customer Content, forms, workflow and configuration settings entered on the Software. Frontline shall not have any liability arising from the inaccuracy of scoring, completeness, use of or reliance on the information contained in the extract of data from any Software or Services under this Agreement. Customer assumes the sole responsibility for the selection of the Software and Services to achieve Customer's intended results, the use of the Software and Services, and the results attained from such selection and use. Customer represents and warrants that it is the owner of the Customer Content, or has obtained permission for such use from the owner of the Customer Content, including evaluation frameworks and/or rubrics uploaded into the Software. As to any content or data made available to Frontline, Customer represents that it has notified and obtained consent from all necessary persons (including parents, students, teachers, interns, aides, principals, other administrative personnel, and classroom visitors), and has taken all other actions that may be necessary to ensure that use of the products, services, or related materials provided or produced hereunder complies with all applicable laws and regulations as well as school or district policies.

1.6. Integration. Customer may, at Customer's direction and with or without Frontline's assistance, integrate or otherwise use the Software in connection with third party courseware, training, and other information and materials of third parties ("Third Party Materials") and Frontline may make certain Third Party Materials available in connection with the Software and Services. Customer acknowledges and agrees that (a) Frontline is authorized to provide the Customer Content to a specified third party or permit such third party to have access to the Customer Content in connection with Third Party Materials; and (b) Frontline does not control and is not responsible for, does not warrant, support, or make any representations regarding (i) Third Party Materials; (ii) the Customer Content provided in connection with such Third Party Materials, including a third party's storage, use or misuse of the Customer Content; or (iii) Customer's uninterrupted access to Third Party Materials. Customer understands that the use of the Software may involve the transmission of the Customer Content over the Internet and over various networks, only part of which may be owned or operated by Frontline, and that Frontline takes no responsibility for data that is lost, altered, intercepted, or stored without Customer's authorization during the transmission of any data whatsoever across networks whether or not owned or operated by Frontline. If Customer engages Frontline to assist in Customer's integration or use of the Software with Third Party Materials, you authorize Frontline to access and use such Third Party Materials in connection with such assistance and you represent and warrant that you have the rights necessary to grant such authorization. Customer agrees to be bound by the terms, conditions and restrictions of the applicable third party license agreement with respect to such Third Party Materials.

1.7. Hosting. The Software will be hosted by an authorized subcontractor (the "Hosting Service Provider") that has been engaged by Frontline and shall only be accessed by Customer on websites, using Customer's computers. As part of the Services, the Hosting Service Provider shall be responsible for maintaining a backup of the Customer Content. The Hosting Service Provider is an independent third party not controlled by the Frontline. Accordingly, IN NO EVENT WILL FRONTLINE BE LIABLE FOR ANY DIRECT, GENERAL, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE TO DATA, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, DUE TO PROBLEMS (INCLUDING BUT NOT LIMITED TO ERRORS, MALFUNCTIONS) ASSOCIATED WITH THE FUNCTIONS OF SERVERS MAINTAINED BY THE HOSTING SERVICE PROVIDER, EVEN IF FRONTLINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

1.8. Customer Responsibilities. Customer understands and agrees that (a) Customer shall have sole responsibility for

1400 Atwater Drive Malvern, PA 19355

administering access security (e.g. the granting of rights to Customer's users); (b) Customer shall review any calculations made by using the Services and satisfy Customer that those calculations are correct; and (c) if Customer uses the Services for reimbursement or payment from Medicaid and other government agencies, Frontline shall have no responsibility, and Customer shall have sole responsibility, to submit information and claims for such reimbursement or payment. Frontline does not warrant that the Services, or the results derived therefrom, will meet Customer's requirements, or that the operation of the Services will be uninterrupted or error-free. The customer is solely responsible for obtaining and maintaining, at its own expense, all hardware, software and services needed to use the Software, including any and all servers, computers, and Internet access services. In connection with the performance of the Services, Customer shall provide Frontline's personnel with all such cooperation and assistance as they may reasonably request, or otherwise may reasonably be required, to enable Frontline to perform its obligations (including the provision of the Services), and exercise its rights, under and in accordance with the terms and conditions of this Agreement.

## **2. Invoicing and Payment**

All fees and charges will be set forth in the applicable Order Form(s). The Startup Cost set forth on the first page of an Order Form will be invoiced to Customer by Frontline upon execution of the applicable Order Form. Startup Costs are priced with the assumption that implementation will be completed within 120 days after signing. Frontline reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the 120 day implementation period. The Annual Subscription will be invoiced to Customer by Frontline based on the Subscription Start Date (as set forth in the Order Form) unless otherwise stated on the front of an Order Form. The Subscription Start Date shall be defined as thirty (30) days after Customer's signature of an applicable Order Form. Except as otherwise provided, Frontline shall invoice Customer in US Dollars and Customer shall pay all fees, charges, and expenses within thirty (30) days of the date of an invoice via check or ACH. Without prejudice to its other rights and remedies, if Frontline does not receive any payment by its due date, Frontline may assess a late payment charge on the unpaid amount at the rate of 1.5% per month or, if less, the highest rate allowed under applicable law. Frontline reserves the right to increase any of the fees once annually during any Renewal Term by providing at least thirty (30) days advance notice to Customer. All charges under this Agreement are exclusive of, and Customer is solely responsible for, any applicable taxes, duties, fees, and other assessments of whatever nature imposed by governmental authorities. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax-exempt status or the right to remit taxes directly, the tax-exempt number must be entered on the first page of any applicable Order Form and the Customer shall indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due. If for any reason Frontline's personnel travel to Customer's facility or otherwise in connection with the Software or Services under this Agreement, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.

## **3. Warranties and Disclosures**

3.1. Mutual. Each Party represents and warrants that the Party's execution, delivery, and performance of this Agreement (a) have been authorized by all necessary action of the governing body of the Party; (b) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any agreement to which the Party or any of its assets may be subject; and (c) are not subject to the consent or approval of any third party. Customer represents and warrants on behalf of itself and any of its Authorized Users that it has the full legal right to provide the Customer Content and that the Customer Content will not (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of failure to obtain consent to provide Personal Data or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement, including school or district policies; or (c) constitute disclosure of any confidential information owned by any third party.

3.2. Software Warranties. Frontline represents and warrants that (a) the Software will perform substantially in accordance with the specifications set forth in the then-current Documentation and (b) the Services will be performed in a professional and workmanlike manner. The foregoing warranty will not apply (i) if Customer is in default or breach of any of its obligations under this Agreement, or (ii) to any non-conformance of the Software, Work Product or Services due to (A) Customer's failure to permit the installation/implementation of any update, upgrade or release provided by Frontline, (B) Customer's negligence, abuse, misapplication or misuse of the Software (including Customer's failure to operate the Software in accordance with Documentation), or (C) Customer's use or operation of the Software in or with any technology (including any software, hardware, firmware, system or network) not approved in writing by Frontline. In the event of a non-conformance of the Software, Work Product or Services reported to and verified by Frontline, Frontline will make commercially reasonable efforts to correct such non-conformance. Customer's sole remedy is limited to the replacement, repair, or refund, at Frontline's option, of defective Software or Work Product or re-performance of the Services. Notwithstanding the foregoing, any Third-

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Party Materials shall be subject only to such third-party terms and any warranties therein.

3.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, FRONTLINE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY ASPECT OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FRONTLINE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS WILL BE UNINTERRUPTED, OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS.

#### **4. Confidential Information Privacy**

4.1. Confidential Information. During the term of this Agreement and for two (2) years thereafter, each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "Confidential Information" means any information that is marked or otherwise indicated as confidential or proprietary, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by email or written correspondence, or via other means of communication as might be appropriate. Notwithstanding the foregoing, (a) Confidential Information of Frontline shall include the Software and the terms of this Agreement and (b) Confidential Information of Customer shall include Personal Data regarding Customer's users provided in connection with the Software and Services. Confidential Information does not include information which (a) was known to the receiving Party or in the public domain before disclosure; (b) becomes part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving Party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing Party; or (d) was independently developed by the receiving Party without reference to Confidential Information. Aggregated data that does not contain personally identifiable information regarding Customer's users provided in connection with the Software and Services will be Confidential Information and property of Frontline. The receiving Party will not be liable for disclosures of Confidential Information that are required to be disclosed by law or legal process, so long as the recipient notifies the disclosing Party, provides it with an opportunity to object and uses reasonable efforts (at the expense of the disclosing Party) to cooperate with the disclosing Party in limiting disclosure.

4.2. Privacy. Frontline understands that its performance of the Services may involve the disclosure of student personally identifiable information ("Student PII") (as defined in the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99) ("FERPA") by the Customer to Frontline. Frontline agrees that it will not use or re-disclose Student PII except in compliance with and all applicable state and federal laws, including FERPA. Customer acknowledges that Frontline is a "school official" with a legitimate educational interest in receiving Student PII under FERPA and Frontline agrees that it will comply with the requirements of 34 C.F.R. § 99.33 regarding its use and re-disclosure of Student PII.

4.3. Data Security. Frontline will utilize commercially reasonable administrative, technical, and physical measures designed to maintain the confidentiality and security of Confidential Information and Student PII submitted by Customer. Customer understands and agrees that no security measures can be 100% effective or error-free and understands that Frontline expressly disclaims (a) any warranty that these security measures will be 100% effective or error-free or (b) any liability related to the confidentiality and security measures utilized by third parties.

#### **5. Indemnification.**

Customer shall indemnify Frontline and its officers, directors, employees, and agents and hold them harmless from all third-party claims, liabilities, expenses, and losses (including attorneys' fees and expenses) arising from or related to any breach by Customer of this Agreement, including failure to obtain consent to provide Personal Data or otherwise private information about a person.

#### **6. Limitations of Liability.**

OTHER THAN THE FEES, CHARGES AND EXPENSES PAYABLE PURSUANT HERETO, IN NO EVENT SHALL EITHER PARTY (OR IN THE CASE OF FRONTLINE, ITS LICENSORS) BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING LOST PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR NON-USE OF THE SOFTWARE, WORK PRODUCT OR SERVICES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL FRONTLINE'S (OR ITS LICENSORS') TOTAL LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO FRONTLINE HEREUNDER DURING THE TWELVE MONTHS IMMEDIATELY



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PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIMS. Each Party acknowledges and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material, bargained for provisions of this Agreement and that fees and consideration payable hereunder reflects these disclaimers and limitations.

#### **7. Term and Termination.**

The term of this Agreement will commence on the Effective Date and continue until such time that there are no valid Order Forms. The initial term of each Order Form under this Agreement shall (a) begin on the Subscription Start Date (as defined in Section 2 above) and (b) continue for one year or such longer period as provided in an Order Form (the "Order Form Initial Term") and will renew for successive one-year terms thereafter (each, a "Renewal Term") unless one Party notifies the other Party of non-renewal in writing at least sixty (60) days prior to the end of the current term of such Order Form. Customer may not terminate any Order Form at any time in the middle of a term. Either Party may terminate this Agreement in the event that the other Party materially breaches this Agreement the other Party does not cure such breach within thirty (30) days after written notice of such Expiration or termination of any Order Form or Statement of Work shall constitute the expiration or the termination of such Order Form or Statement of Work only and shall not affect this Agreement or any other Order Form or Statements of Work outstanding under this Agreement. Notwithstanding the foregoing, unless otherwise mutually agreed by the parties in writing, any Order Form or Statement of Work outstanding as of the date of termination or expiration of this Agreement shall remain in effect and continue to be governed by the terms of this Agreement and its own terms until such time as such Order Form or Statement of Work is completed, expires or is otherwise terminated. Upon the termination or expiration of this Agreement, the licenses granted to Customer under Section 1.1 will terminate automatically and Customer (i) shall immediately cease using the Software and Documentation and (ii) for a period of thirty (30) days, may request a copy of the Customer Content that is in Frontline's possession in the format retained by Frontline. The following provisions of this Agreement will survive expiration or termination of this Agreement Sections 3.3, 4, 5, 6, 7 and 9. Frontline may (without limitation of any other rights or remedies) suspend use of the Software in the event that (A) Customer is delinquent in payment of any amount due to Frontline under this Agreement (and has not cured such delinquency within five (5) days following written notice thereof to Customer), (B) Customer has breached any of the provisions of Section 1 of this Agreement, or (C) in Frontline's reasonable good faith determination, suspension of use of the Software is necessary to avoid or mitigate harm to the security of Frontline's or its customers' systems or data. Any such suspension will not constitute a termination of this Agreement.

#### **8. District Ordering.**

Any other school district in the same state as Customer ("School District") may also purchase from Frontline a license to the Software and provision of the Services for the School District's own account on the same terms and conditions as are applicable to Customer under these Terms and Conditions (excluding any pricing terms and conditions). Each School District will be separately liable for payment for such Software and Services and its compliance with these Terms and Conditions, and neither Customer nor any School District will be liable for the acts, omissions or obligations of any other School District under these Terms and Conditions. Frontline will have no obligations to provide any Software or Services to a School District until such time as Frontline and such School District enter into an Order Form which references and is subject to these Terms and Conditions. By so doing, the School District agrees to be bound by these Terms and Conditions and for purposes of its order is considered "Customer" as that term is used in these Terms and Conditions. In the event that Customer and Frontline amend these Terms and Conditions (each an "Amendment"), any and all such Amendments will be enforceable against each School District that has executed an Order Form which references and is subject to these Terms and Conditions upon notice of such Amendment from Frontline unless Frontline has agreed in writing with School District that the Amendment, or specific provisions within the Amendment, do not apply to such School District.

#### **9. General.**

Frontline and Customer are each independent contractor and neither Party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other Party for any purpose whatsoever. Customer may not sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without Frontline's prior written consent. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon and inure to the benefit of, the permitted successors and assigns of each Party. Notwithstanding anything to the contrary in this Agreement, except for Customer's obligations to pay amounts due under this Agreement, neither Party will be deemed to be in default of any provision of this Agreement for any delay, error, failure, or interruption of performance due to any act of God, terrorism, war, strike, or other labor or civil disturbance, interruption of power service, interruption of communications services, problems with the Internet, act of any other person not under the control of such Party, or other similar cause. If the Customer requests to be added as an additional insured on any Frontline

1400 Atwater Drive Malvern, PA 19355

insurance policy, the limits of such policies shall be subject to the Limitations of Liability stated in Section 6 herein. This Agreement may be amended only by written agreement of the Parties, and any attempted amendment, including any handwritten changes on this Agreement, in violation of this Section shall be void. The waiver or failure of either Party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement. This Agreement does not confer any rights or remedies upon any person other than the Parties, except Frontline's licensors. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation." This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement.



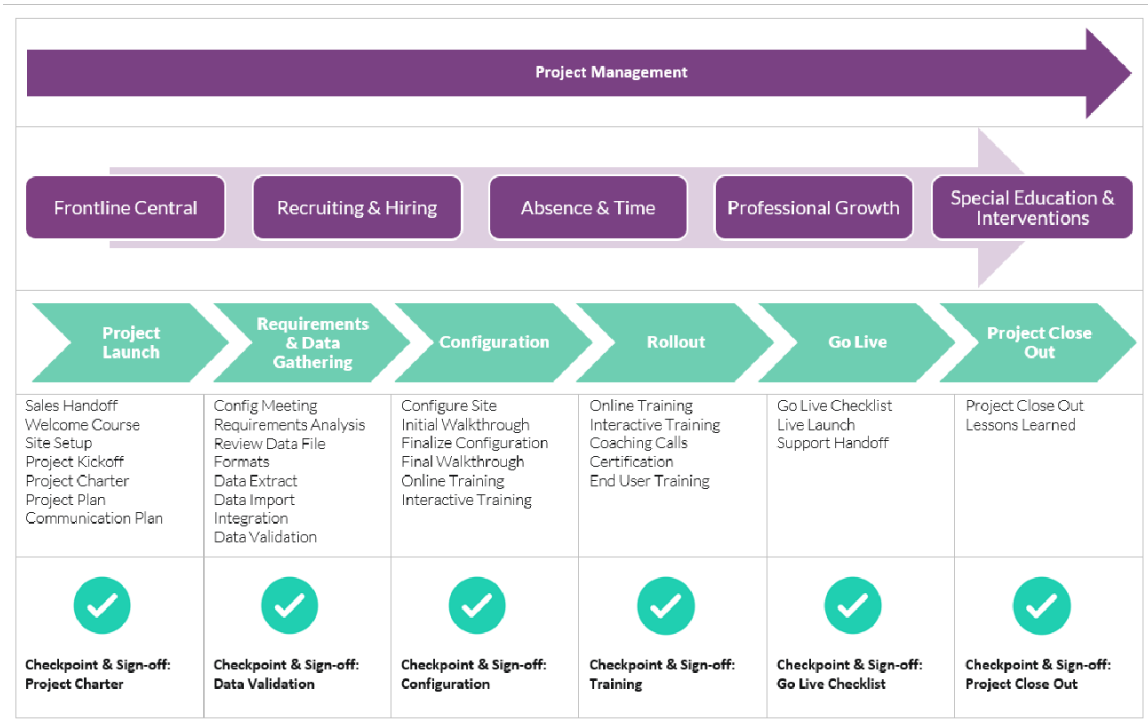


# Professional Growth Solution

Standard Implementation Services

## Introduction

Frontline Education provides a comprehensive implementation methodology and expert resources to partner with your project team throughout the implementation.



## Scope/Deliverables

### Project Management, Training & Consulting

- Project Kickoff Call
- Business Process Review: including review of internal process for a Client's evaluation process to include best practices and recommendations to optimize system functionality and review of internal process for a client's Professional Learning process to include best practices and recommendations to optimize system functionality
- Train-the-Trainer Model: blended learning consisting of online, self-paced courses and instructor-led remote training for the Client project team to gain familiarity with our solutions for implementation, administration and to train end users
- Role-based Learning Center: ongoing, anytime access to knowledge base articles available to all district staff
- Project Status Calls: periodic project status calls throughout implementation to review progress to the project schedule
- Project Close Out Call

### Configuration

System configuration is accomplished through a blended approach of pre-configuration, Frontline Education configuration services, and Client configuration activities. Frontline Education will provide configuration services to tailor default setups to your specific needs and provide your project team a head start to configuring the system. Online Training courses and consultation are provided so that your staff can continue configuration for initial setup and to meet your ongoing needs.

## Configuration - Employee Evaluation Management

Setups	Frontline Education Configuration Services
Rubrics	Up to initial 10 Rubrics
Evaluation Forms	Up to 20 initial Forms with mapping for implementation
Component Templates	Up to 20 initial Templates
Evaluation Types	Up to 10 initial Evaluation Types
Reports	Up to 10 Standard System Reports + Up to 5 Custom Reports
Config Rights	Guidance/Explanation on assigning Config Rights to administrators
Admin Rights	Guidance/Explanation on assigning Admin Rights to administrators
Evaluation/Component Rights	Guidance/Explanation on assigning Evaluation/Component rights to administrators
Buildings/Grades/Departments	No limit
Artifact Types/Category	10 of each
Demo Users	Two Demo users- 1 Evaluator + 1 End user (teacher)

## Configuration - Professional Learning Management

Setups	Frontline Education Configuration Services
User Provisioning	Users provided in initial import template <sup>1</sup>
District Demographics: Buildings/Departments/Grades/Groups/Position Types	Initial demographics provided by client within initial import template <sup>2</sup> . Implementation Consultant will train client on adding additional items.
System Form Fields	Initial System Form Fields provided by client within initial import template <sup>2</sup> . Implementation Consultant will train client on adding additional items.
Professional Development Forms	All initially available forms <sup>3</sup> .
Activity Proposal Forms	All initially available Activity Proposals <sup>3</sup> .
Form Routing/Approval	Configure business rules for initially available forms. Implementation Consultant will train client on adding/amending form rules.
Catalogs	All initially provided catalogs.
Evaluation/Feedback Forms	All initially available Evaluation/Feedback Forms.
Roles/Permissions	Establish default permissions/roles with customer.

1: Provisioning beyond the initial import template will be out of scope, but can be submitted to support for processing

2: Demographic/System Form Fields will be added and/or managed by client after initial import template is submitted

3: PD forms submitted after the Configuration Stage will be out of scope, but can be submitted to support for creation

## Configuration - Learning & Collaboration Resources

Setups	Frontline Education Configuration Services
User Provisioning	Users provided in initial import template <sup>1</sup>
District Demographics (ex. Buildings, Departments, etc.)	Initial demographics provided by client within initial import template <sup>2</sup> . Implementation Consultant will train client on adding additional items.
Roles/Permissions	Establish default permissions/roles with customer.
Courses	550+ Pre-Established Courses
Videos	Includes 3000+ Video Resources
Micro-Credentials	35 Pre-Established Micro Credentials
Groups	Providing training on how users can establish groups for a multitude of purposes.

1: Provisioning beyond the initial import template will be out of scope, but can be submitted to support for processing

2: District Demographics will be added and/or managed by client after initial import template is submitted

## Pre-Requisites Required for Evaluator Calibration Management

- Video Library
- Rubric
- Master Coding of Videos (*District must Master Code if they did not purchase Master Code content.*)

Video library and Rubric must be available prior to site configuration. Master Coding is provided by the District and can occur during implementation.

Included	Stronge	Danielson	ETS Videos
Video Library	X		X
Rubric	X	X	
Master Coding	X		

## Configuration: Evaluator Calibration

Specific examples of configuration services during implementation for clients using Evaluator Calibration *only for collaboration with no master coded content.*

Setups	Frontline Education Configuration Services
Adding Users	Upload file from district. Demonstrate how to add users
Adding Rubric	Upload rubric if district has permission or has purchased through Frontline Education
Enable User Created Plans in Organization	Demonstrate how to create user plans and assign

## Evaluator Calibration with purchase of Master-Coded Content

Specific examples of configuration services during implementation for clients using Evaluator Calibration who *purchase Master-Coded content for calibration (rubric & video library, for example Stronge or Soar)*

Setups	Frontline Education Configuration Services
Adding Users	Upload file from district. Demonstrate how to add users
Assigning Plans	Demonstrate how to create and assign plans
Invite & Support Users	Demonstrate how to invite users

## Evaluator Calibration **without** purchase of Master-Coded Content

Specific examples of configuration services during implementation for clients using Evaluator Calibration who **will be master coding their own videos for calibration.**

Setups	Frontline Education Configuration Services
Adding Users	Upload file from district. Demonstrate how to add users
Adding Rubric	Upload rubric if district has permission or has purchased through Frontline Education
Upload Access Video in Library	Upload purchased content libraries
Create Training/Calibration Plan	Show how to Master Code and create plans
Assign Plans to Users	Demonstrate how to create and assign plans
Invite & Support Users	Demonstrate how to invite users

## Data Imports

During implementation, we will assist with the import of the following data formatted in our standard templates, where applicable. Online Training courses and consultation will be provided to show you how to maintain this data on an ongoing basis after the initial import.

### Data Imports – Employee Evaluation Management

- Standard User List (Name, unique Employee ID, Email Address, Username, Evaluation Type, District Administrator, Evaluation Cycle Start and End Date, Building, Department, and Grade)

### Data Imports – Professional Learning Management

- Initial User Roster
- User Demographics
- System Form Fields

### Data Imports – Evaluator Calibration Management

- Standard User List (First Name, Last Name, email address, department, building, employee id, grade level, position. No header row.

### Data Imports – Learning & Collaboration Resources

- Initial User Roster
- District Demographics

## Systems Integration

Integrations exist within Frontline Education solutions and/or with our Featured Partners that are configured and setup as either a flat file transfer or an export/import into an applicable vendor system. Specific examples of configurable integration types include –

### System Integration – Employee Evaluation Management

- sFTP Automation of User Rostering/Updating
- “Learning Loop”: Evaluation can integrate with the Professional Learning Management System (if purchased separately) to recommend relevant Professional Development.

### System Integration – Professional Learning Management

- sFTP Integration: User Rostering/Updating
- Frontline Content: Frontline Education Content made available within Professional Learning Management
- Web-Reg: integration with regional providers utilizing Frontline Education's Web-Reg solution
- “Learning Loop”: Professional Learning Management can integrate with Evaluation to recommend relevant PD
- Absence Management
- Featured Partners
- For a complete list of our Featured Partners, please refer to:  
[https://www.frontlineeducation.com/Partners/Find\\_a\\_Partner](https://www.frontlineeducation.com/Partners/Find_a_Partner)

### System Integration – Learning & Collaboration Resources

- Frontline Education Solution Integrations
- sFTP Integration: User Rostering/Updating



- Featured Partners
  - For a complete list of our Featured Partners, please refer to:  
[https://www.frontlineeducation.com/Partners/Find\\_a\\_Partner](https://www.frontlineeducation.com/Partners/Find_a_Partner)

## Reporting

### Reporting – Employee Evaluation Management

- Extracts as needed to adhere to state requirements.
- 10 standard system reports are part of the set-up process.
- 5 customized reports.

### Reporting – Professional Learning Management

- 30+ Standard Professional Development Reports.
- Up to 5 Client reports created with "Report Writer" utility.
- Client may create additional ad-hoc reports with "Report Writer" utility once trained.

### Reporting – Evaluator Calibration Management

- Standard reporting available within system.

### Reporting – Learning & Collaboration Resources

- Learning & Collaboration Resources comes with standard System Reports providing basic information such as the following:
  - Online Course/Resource Completion Reports
  - User/Building/District Information Reports
  - Activity Alignment Report

**Note:** Reporting capabilities are enhanced when paired with Frontline Education's Professional Learning Management solution.

## Additional Optional Services

The following items are outside the standard scope of services and can be accommodated through a change request and additional services and fees.

- Onsite training
- End User training
- Configuration, Custom Reporting, or Integration services beyond those identified within this Statement of Work or Featured Partners Page
- Services beyond the implementation timeframe and project close out

### Additional Optional Services – Employee Evaluation Management

- Additional forms and mapping of forms

### Additional Optional Services – Professional Learning Management

- Import of Historical PD/Course Data
- Recurring User Data Imports/Updates

### Additional Optional Services – Learning & Collaboration Resources

The following items are outside the standard scope of services and can be accommodated through a change request and additional services and fees.

- Onsite training





- End User training
- Configuration, Custom Reporting, or Integration services beyond those identified within this Statement of Work or Featured Partners Page
- Import of Historical PD/Course Data
- Recurring User Data Imports/Updates
- Services beyond the implementation timeframe and project closeout

## Schedule

Summary of average implementation timelines per Professional Growth Application:

Application	Average Project Timeline
Employee Evaluation Management	4-8 Weeks
Professional Learning Management	4-8 Weeks
Evaluator Calibration Management	2-4 Weeks
Learning & Collaboration Resource	4-8 Weeks

Below is an example of a project schedule for implementation for the Professional Growth solution bundle. (This is not the actual schedule pertaining to this statement of work.)

Task	Start	End	2018					
			Jan	Feb	Mar	Apr	May	Jun
Sample Solution Rollout	1/2/18	6/8/18						
Project Kickoff	1/2/18	1/8/18						
Insights Platform Migration (clients with existing Frontline solutions)	2/23/18	3/8/18						
Professional Growth: Evaluations	1/10/18	3/8/18						
Professional Growth: Professional Learning	3/10/18	5/8/18						
Professional Growth: Employee Calibration Management	5/9/18	6/8/18						
Professional Growth: Learning & Collaboration Resources	3/10/18	5/8/18						

Every client is unique and timelines can vary depending on client size, resource availability, and complexity of project. Your Frontline Education Project Manager will work with your team to plan an implementation based on your specifics.

## Client Project Team: Roles & Responsibilities

### Executive Sponsor

- Executive Sponsor: e.g. Superintendent, Assistant Superintendent of HR, HR Director, Director of Curriculum & Instruction/Development, etc.
- The "lead" contact: responsible for all major project decisions. Initially, involvement level is medium-to-high until all district players and responsibilities established. Executive Sponsor involvement decreases once responsibilities have been delegated.

### System Administrators

- System Administrator: e.g. Superintendent, Assistant Superintendent, Director of Curriculum & Instruction Development, IT Director etc.
- The “main” contact(s): responsible for day-to-day operations, upkeep of system, and user management. This includes (but is not limited to):
- Configure system preferences
- Rostering additional users or editing existing users
- Overseeing “health” of the applications

### Catalog Administrator

- Catalog Administrator: HR Director, Curriculum Director, Administrative Assistant, IT Director
- Responsible for the creation and of PD opportunities within the district and manages the following (but is not limited to):
  - Name/description of activity
  - Align to relevant Professional Development Standard(s)
  - Visibility within catalog
  - Participant restrictions
  - Roster Management

### Micro-credential Assessor(s)

- Micro-credential Assessor is responsible for reviewing the information provided by end-users to determine the level of proficiency achieved for each credential.

### IT Department

- Will work with Frontline Education Support teams to:
  - Ensure Frontline Education domains/IP addresses have been incorporated into any district firewalls and/or spam filters. This person is responsible for updating white-list from Frontline
  - Provide technical support in instances where local network/technology configurations impact usage of our solutions
  - Support solution integrations when requested by the Client

### Assumptions

- Frontline Education and Client will provide consistent, named resources to fill project roles throughout project timeline.
- Frontline Education and Client will use a collaborative approach to ensure implementation success.
- Client will provide subject matter experts familiar with organizational policies and procedures throughout the project.
- Frontline Education assumes that all data to be imported will be validated as necessary by Client prior to import.
- Client project team will complete online courses, attend instructor-led training, participate in project status calls, and complete project tasks as planned.

### Implementation Policies

- Change Management Process: Should the Client identify additional services as part of this project, Frontline Education will issue a change order identifying impact to project scope, cost, and timeline for Client review and approval.
- A request to delay the Planned Go Live 30 days or more from the original date can result in rework and require additional charges and a change order.
- Services requested after the Project Close Out will require additional charges and a new services proposal.

- Startup Costs are priced with the assumption that implementation will be completed within 120 days after signing. Frontline reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the 120-day implementation period.



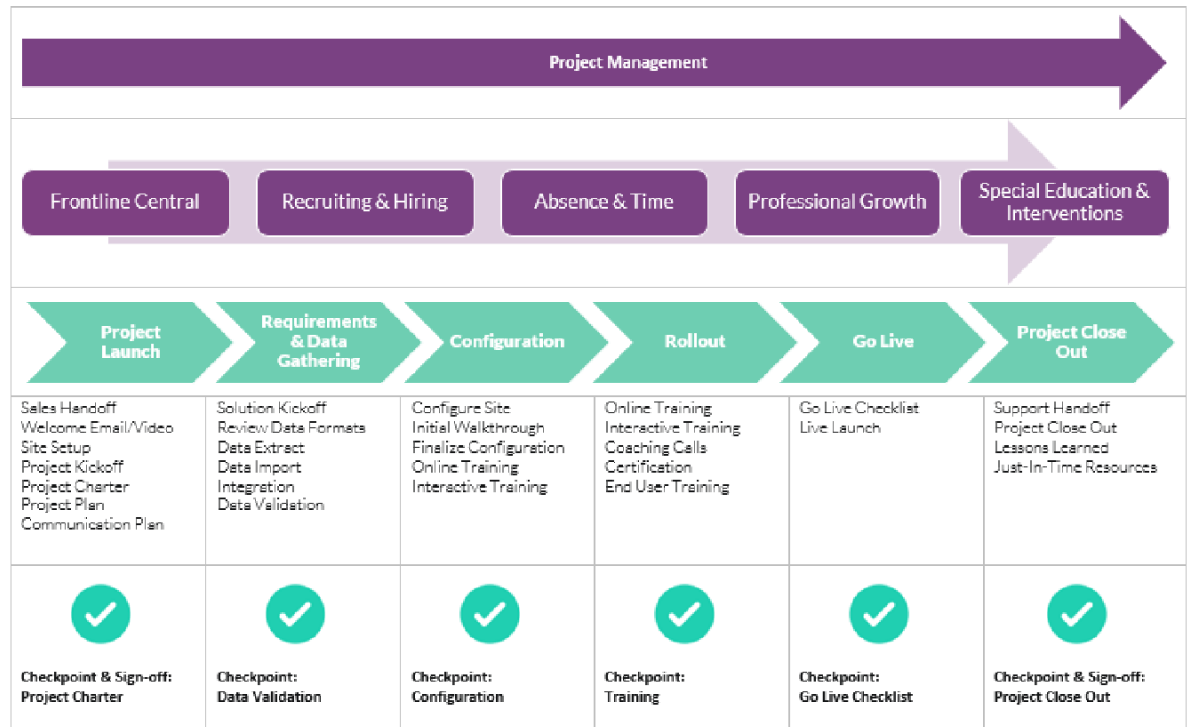
# Frontline Central

Standard Implementation Services

# Statement of Work: Frontline Central Implementation Services

## Introduction

Frontline Education provides a comprehensive implementation methodology and expert resources to partner with your project team throughout the implementation.



## Scope/Deliverables

### Project Management, Training & Consulting

- Project Kickoff Call
- Business Process Review: review of internal process for a Client's onboarding process and best practices recommendations to optimize system functionality
- Train-the-Trainer Model: blended learning consisting of online, self-paced courses and instructor-led remote training for the Client project team to gain familiarity with our solutions for implementation, administration and to train end users
- Self-paced courses have completion and assessment reports to confirm knowledge transfer.
- Role-based Learning Center: ongoing, anytime access to knowledge base articles and videos available to all district staff
- Project Status Calls: periodic project status calls throughout implementation to review progress to the project schedule
- Project Close Out Call

## Configuration

System configuration is accomplished through a blended approach of pre-configuration, Frontline Education configuration services, and Client configuration activities. Frontline Education will provide configuration services to tailor default setups to your specific needs and provide your project team a head start to configuring the system. Online Training courses and consultation are provided so that your staff can continue configuration for initial setup and to meet your ongoing needs.

Specific examples of configuration services during implementation include –

Setups	Pre-configured with Applicant Tracking System	Frontline Education Configuration Services
Forms	N/A	Up to 12 forms

## Data Imports

During implementation, we will import the following data formatted in our standard templates, where applicable. Online Training courses and consultation will be provided to show you how to maintain this data on an ongoing basis after the initial import.

- Employees

## Systems Integration

Integrations exist within Frontline Education solutions. Specific examples of configurable integration types include --

- Standard integration with Frontline Education Solutions' Recruiting and Hiring.

## Reporting

- Employee Extract




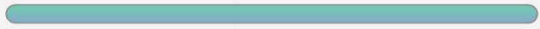
## Additional Optional Services

The following items are outside the standard scope of services and can be accommodated through a change request and additional services and fees.

- Onsite training
- End User training
- Configuration, Custom Reporting, or Integration services beyond those identified above
- Services beyond the implementation timeframe and project close out

## Schedule

On average, a typical Frontline Central implementation project runs 8 - 10 weeks from project kickoff. Below is an example of a project schedule for implementation. (This is not the actual schedule pertaining to this statement of work.)

Task	Start	End	2018	
			Jan	Feb
Sample Solution Rollout	1/2/18	2/27/18		
Project Kickoff	1/2/18	1/8/18		
Insights Platform Migration (clients with existing Frontline solutions)	2/14/18	2/27/18		
Frontline Central	1/10/18	2/27/18		

Every client is unique and timelines can vary depending on client size, resource availability, and complexity of project. Your Frontline Education Project Manager will work with your team to plan an implementation based on your specifics.

## Client Project Team: Roles & Responsibilities

### Executive Sponsor

- Executive Sponsor: e.g. Superintendent, Assistant Superintendent of HR, HR Director, etc.
- The “lead” contact: responsible for all major project decisions. Initially, involvement level is medium-to-high until all district players and responsibilities established. Executive Sponsor involvement decreases once responsibilities have been delegated.

### System Administrators

- System administrator: e.g. HR admin, or IT.
- The “point person” contact: responsible for day-to-day operations, upkeep of system, and user management. This includes (but is not limited to):
  - Create/edit/delete: new records, packets, and forms
  - Sending/tracking/completing forms

### IT Department

- Will work with Frontline Education Support teams to:
  - Ensure Frontline Education domains/IP addresses have been incorporated into any district firewalls and/or spam filters This person is responsible for updating white-list from Frontline
  - Provide technical support in instances where local network/technology configurations impact usage of our solutions
  - Potentially support in-solution integrations

## Assumptions

- Frontline Education and Client will provide consistent, named resources to fill project roles throughout project timeline.
- Frontline Education and Client will use a collaborative approach to ensure implementation success.
- Client will provide subject matter experts familiar with organizational policies and procedures throughout the project.
- Frontline Education assumes that all data to be imported will be validated as necessary by Client prior to import.
- Client project team will complete online courses, attend instructor-led training, participate in project status calls, and complete project tasks as planned.



## Implementation Policies

- Change Management Process: Should the Client identify additional services as part of this project, Frontline Education will issue a change order identifying impact to project scope, cost, and timeline for Client review and approval.
- A request to delay the Planned Go Live 30 days or more from the original date can result in rework and require additional charges and a change order.
- Services requested after the Project Close Out will require additional charges and a new services proposal.
- Startup Costs are priced with the assumption that implementation will be completed within 120 days after signing. Frontline reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the 120-day implementation period.

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR BOARD APPROVAL (Over \$25K)

To: Board of Trustees

Date: 06/22/2022

From: Curriculum

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Site(s) or Department: Curriculum

Number of Quotes: 1

Vendor/Contractor: HATCHING RESULTS

Reason for proposal:

Multi Year Contract 2022-2025 for MTSS

22-23 SY \$66,000

23-24 SY \$64,000

24-25 SY \$30,000

Certificate of Insurance: n/a

Contract Amount: \$160,000

Funding Source: A-G Grant

Approved by:

Brian Simmons 06/23/2022  
Administrator

Vanessa Castano 06/23/2022  
Manager of Purchasing

Valerie Miller 06/23/2022  
Director of Budget and Fiscal Services

Yancy Hawkins 06/23/2022  
Associate Superintendent, Chief Business Officer

Accounting Personnel: VE

Board Approval Date:



## AGREEMENT FOR PROFESSIONAL EXPERT/CONTRACTOR SERVICES

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This agreement is made and entered into this 21st day of June, 2022, by and between San Mateo Union High School District, located at 650 N. Delaware Street, San Mateo, CA 94401, hereinafter known as "DISTRICT," and Hatching Results, LLC hereinafter referred to as "CONTRACTOR."

WHEREAS, the DISTRICT is desirous of having certain special services performed (training, consultation, coaching, keynote, evaluation, etc.); and WHEREAS, the CONTRACTOR is willing to perform such services, NOW THEREFORE, and in consideration of the mutual promises and agreements herein contained, IT IS AGREED by and between the parties hereto as follows:

### 1. SCOPE OF WORK.

#### **2022-2023 Academic Year**

**Professional Learning ("PL"):** **Two (2) days of onsite, in-person PL** for school counselors, administrators, and critical partners. Includes an hour of pre-training consultation, "toolkit" slide presentations, "action period" activities, evaluation, and follow up. **Four (4) virtual PL sessions** (three hours each) for administrators and school counselors, including collaborative work time, "action period" activities, and preparation meeting/debrief with the district leadership team.

**Program Assessment & Audit:** **Baseline Qualtrics Survey** to be distributed to all school counselors and administrators to assess perceptions. Includes one-hour virtual meeting to present results.

**Consultation & Coaching:** **Six (6) hours of virtual consultation** with the district school counseling leadership team for strategic planning, thought partnership, coaching, feedback, and discussion of systems and/or internal review of artifacts.

**Materials & Tools:** **School Counseling Program Handbook** with support for co-constructed development. A copy of the appropriate **Tier 1 textbook** (K-5 version and/or 6-12 version) for each school counselor (up to 55 total copies).

#### **2023-2024 Academic Year**

**Professional Learning ("PL"):** **Two (2) days of onsite, in-person PL** for school counselors, administrators, and critical partners. Includes an hour of pre-training consultation, "toolkit" slide presentations, "action period" activities, evaluation, and follow up. **Four (4) virtual PL sessions** (three hours each) for administrators and school counselors, including collaborative work time, "action period" activities, and preparation meeting/debrief with the district leadership team.

**Consultation & Coaching:** **One (1) day of virtual executive coaching** (bundled in 2-2.5 hour meetings per topic/focus area) provided to school counselors for curriculum writing and development, supported sub-committee working sessions, technical assistance, etc. **Six (6) hours of virtual consultation** with the district school counseling leadership team for strategic planning, thought partnership, coaching, feedback, and discussion of systems and/or internal review of artifacts.

**Materials & Tools:** **School Counseling Program Handbook** with continued support for co-constructed development. A copy of the appropriate Tier 2 and 3 textbook (K-5 version and/or 6-12 version) for each school counselor (up to 55 total copies).

#### **2024-2025 Academic Year**

**Professional Learning ("PL"):** **Two (2) virtual PL sessions** (three hours each) for school counselors, administrators, and critical partners. Includes collaborative work time, "action period" activities, and preparation meeting/debrief with the district leadership team.

**Consultation & Coaching:** **Two (2) days of onsite individual school-site-specific executive coaching (non-evaluative)** bundled as individual appointments to meet with each school counseling team once. PL Specialists will meet with school counselors/administrator teams to discuss organizational structure, proactive systems and strategies, review action plans and curriculum, offer technical assistance, etc.

**Materials & Tools:** **School Counseling Program Handbook** with continued support for co-constructed development.

Services will be provided by an expert consultant from the Hatching Results team, per agreement.

### 2. AMENDMENT OF SCOPE OF WORK.

Scope of work may be amended by written agreement of both the CONTRACTOR and the DISTRICT.

### 3. TIME OF COMPLETION.

CONTRACTOR agrees to complete all services contained within said scope of work by June 30, 2025.

### 4. AMOUNT OF PAYMENT.

DISTRICT shall pay the sum of \$160,000 as full payment for services (excluding travel costs addressed in section 12) set forth herein. Upon mutual agreement of both parties, rates may be adjusted to reflect a significant shift in the scope of work.

### 5. PAYMENT SCHEDULE.

Payment shall be made to CONTRACTOR in two (2) installments equal installments per academic year: two (2) installments of \$33,000 during the 2022-2023 academic year, two (2) installments of \$32,000 during the 2023-2024 academic year,





and two (2) installments of \$15,000 during the 2024-2025 academic year. CONTRACTOR shall provide invoice for services payable in two (2) equal installments during each academic year. DISTRICT will ensure payment is made to CONTRACTOR within 30 days of receipt of each invoice.

**6. RECORDS.**

CONTRACTOR will maintain records with regard to work performed under this agreement in a form acceptable to DISTRICT. DISTRICT shall have the right to request records at any reasonable time.

**7. NON-ASSIGNABILITY.**

This agreement and the rights and duties thereunder shall not be assigned in whole or in part without the express written consent of DISTRICT.

**8. INSURANCE.**

DISTRICT shall not provide workers' compensation insurance coverage for CONTRACTOR. CONTRACTOR shall possess professional liability insurance and workers' compensation insurance.

**9. LOCATION OF WORK.**

CONTRACTOR services are to be performed at virtually/online and/or at location(s) TBD within DISTRICT.

**10. RESPONSIBILITIES.**

- CONTRACTOR will provide 55 total copies of the appropriate Tier 1 text during the 2022-2023 academic year: *Hatching Results for Elementary School Counseling: Implementing Core Curriculum and Other Tier One Activities* (2018) and/or *Hatching Results for Secondary School Counseling: Implementing Core Curriculum, Individual Student Planning, and Other Tier One Activities* (2019).
  - DISTRICT will notify CONTRACTOR of choice of textbooks, quantity, and shipping details by email to [admin@hatchingresults.com](mailto:admin@hatchingresults.com) at least 45 days prior to first training date of the academic year.
- CONTRACTOR will provide 55 total copies of the appropriate Tier 2/3 text during the 2023-2024 academic year: *Hatching Tier Two and Three Interventions in Your Elementary School Counseling Program* (2019) and/or *Hatching Tier Two and Three Interventions in Your Secondary School Counseling Program* (coming soon).
  - DISTRICT will notify CONTRACTOR of choice of textbooks, quantity, and shipping details by email to [admin@hatchingresults.com](mailto:admin@hatchingresults.com) at least 45 days prior to first training date of the academic year.
- CONTRACTOR recommends attendees have a copy of *The ASCA National Model: A Framework for School Counseling Programs* (4<sup>th</sup> ed.).
- CONTRACTOR *does not* provide handouts of presentation or training materials but rather gives access to presentation, resources, and handouts online via LiveBinder or Google (LiveBinder access is available until six months after completion of contract only).
- DISTRICT will provide a PowerPoint Projector and, if more than 20 attendees, a wireless microphone for presenter/s.
- DISTRICT will secure a training room with enough space to meet the legal requirements and local recommendations for health and safety with appropriate screen(s) to adequately service expected number of attendees.
- DISTRICT will arrange room in such a way that attendees are forward facing with optimal viewing of speaker/screen at tables with enough room to utilize texts or other training materials.

**11. PROMOTIONAL USE.**

DISTRICT agrees that CONTRACTOR may identify the DISTRICT on its website, Facebook or Twitter account, and agrees to allow use of testimonials and results of attendees' training evaluations.

**12. TRAVEL COSTS.**

The Contract is inclusive; no actual travel costs are to be reimbursed except as otherwise set forth in this agreement. "Travel costs" include all actual and necessary expenses for air travel, hotels, ground transportation, parking, meals and mileage. With respect to any training session that CONTRACTOR is required to provide and/or attend under this Agreement, either in-person or virtually, that is either arranged, canceled, rescheduled or relocated by someone other than the CONTRACTOR with less than forty-five (45) days' notice, the CONTRACTOR shall add to its next invoice, and the DISTRICT shall reimburse to CONTRACTOR as invoiced, the following travel costs for each such training session:

- Any non-cancellable travel costs incurred by CONTRACTOR;
- If a travel cost is cancellable, any cancellation fees incurred by CONTRACTOR in cancellation thereof; and
- Any additional rush, premium, late or similar fees incurred by CONTRACTOR on travel costs incurred with less than forty-five (45) days' notice.

**13. CANCELLATION.**

This agreement may be canceled by DISTRICT or CONTRACTOR upon the provision of thirty (30) days advanced notice. In the event of a cancellation, DISTRICT agrees to pay CONTRACTOR for all work performed and travel-related expenses acquired to the date of cancellation.

**14. FUNDS AVAILABLE & AUTHORIZED.**

DISTRICT certifies at the time the agreement is written that sufficient funds are available and authorized for expenditure to

finance costs of this agreement within the DISTRICT'S current appropriation and limitation. CONTRACTOR understands and agrees that DISTRICT'S payment of amounts under this agreement attributable to work performed after the last date of the current biennium is contingent on DISTRICT receiving appropriations, limitations, or other expenditure authority sufficient to allow DISTRICT, in the exercise of its reasonable administrative discretion, to continue to make payments under this agreement. In the event the DISTRICT fails to have sufficient appropriations, limitations, or other expenditure authority, DISTRICT may terminate this agreement without penalty or liability to the DISTRICT, effective upon the delivery of written notice to the CONTRACTOR, with no further liability to CONTRACTOR.

**15. HOLD HARMLESS & INDEMNIFICATION.**

Each party agrees to indemnify and hold the other party harmless from all liability for damage, actual or allowed, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party.

**16. COVID-19 PROTOCOL.**

According to the Centers for Disease Control and Prevention ("CDC"), COVID-19 is a disease caused by a virus called SARS-CoV-2. "COVID-19 spreads very easily from person to person," and "[h]ow easily a virus spreads from person to person can vary." Therefore, as the parties agree that COVID-19 is a highly infectious disease, and whereas they recognize that the determination of causation and transmission of COVID-19 may be impossible or impracticable, the parties hereby agree to collaborate to follow CDC guidelines and instructions, as well as the instructions and guidance of local authorities, to the extent reasonably practicable. Further, the parties each waive and hold the other party harmless from all liability for damage or personal injury suffered in the case of any transmission of COVID-19 in connection with, or alleged to be in connection with, the provision or receipt of any services hereunder, or otherwise arising out of the parties relationship hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in accordance with the laws of California on the day, month and year first above written.

**SIGNATURES:**

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CONTRACTOR: **Danielle Duarte, Ed.L.D.**  
Chief of Staff

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DISTRICT: **Kevin Skelly**  
Superintendent

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Date

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Date

**Business Address:**

Hatching Results, LLC  
2907 Shelter Island Drive #150-287  
San Diego, CA 92106  
EIN #39-2061303  
Office: (707) 497-4395  
Fax: (888) 317-7602  
[admin@hatchingresults.com](mailto:admin@hatchingresults.com)

**District Address (Billing Purposes):**

Attn: Sonia Gill  
Administrative Assistant - Curriculum & Instruction  
San Mateo Union High School District  
650 N. Delaware Street  
San Mateo, CA 94401  
(650) 558-2253  
[sgill@smuhsd.org](mailto:sgill@smuhsd.org)