

SAN MATEO UNION HIGH SCHOOL DISTRICT
Approval of Consulting Agreements, Contracts, and Invoices over \$25K
Submitted to the Board of Trustees on 9/12/19

Vendor	Site	Description	Funding Source	Amount
Educational Travel Service, Inc.	Aragon High School	2019 Disneyland Tour Agreement for Music Department -Jan 31 to Feb 3, 2020	Site	\$185,900.00
Presidio	Technology	Con-Smartnet Renewal	General Fund-Technology	\$45,251.45
Individual Services Agreement for Nonpublic, Nonsectarian School, or Nonpublic Agency Services	Special Ed	Pay education, speech, occupational therapy, AAC support for students attending NPS-Creative Learning Center	General Fund-Special Ed	\$343,925.75
Zum Transportation	Special Ed	Provide transportation service to 2 students attending Non Public Schools	General Fund-Special Ed	\$34,095.60
Individual Services Agreement for Nonpublic, Nonsectarian School/Agency Services	Special Ed	Pay education, intensive individual services and transportation for student attending NPS-Ester B. Clark School	General Fund-Special Ed	\$100,950.00
Individual Services Agreement for Nonpublic, Nonsectarian School/Agency Services	Special Ed	Pay for education program and related services for students at NPS-Morgan Autism Center	General Fund-Special Ed	\$356,081.05
EvaqlGroup	Special Ed	Contract with EvalGroup to provide Occupational Therapis for student's occupational therapy needs	General Fund-Special Ed	\$123,750.00
BusWest	Transportation	Two (2) Home to School Bus	General Fund-Transportation	\$374,064.24
			Total	\$1,564,018.09

CONTRACT APPROVAL
Aragon High School

To: Roberta

Date: August 19, 2019

From: Luci Tolf

Site: Aragon High School

Number of Quotes: 1

Name of Vendor: Educational Travel Services, Inc.

Funding Source: 01

*Reason for proposal: 2019 Disneyland Tour Agreement for AHS Music
Department (field trip request form approved April, 2019)*

Total Contract: \$185,900.00

Please have Dr. Skelly sign the contract and return it to me.

Thank you,

Luci

2019: Tour Agreement Letter



Educational Travel Services, Inc.

P.O. Box 82605 • Portland, OR 97282 • 503-653-3988 • 800-752-1296 • www.etsi.us

Trip Name: Aragon High School
Tour Director: Kevin Gallagher
Destinations: Anaheim, CA

Days / # Nights: 4/3
Tour Planner: Julie Sabala
Today's Date: 2/13/19

Thank you for choosing Educational Travel Services, Inc. (ETSI) as your educational travel provider. Please read and sign below so that we are on a mutual level of understanding regarding your travel program.

Booking Conditions:

- Quote based on 220* paying participants.
*If your group size: 1) exceeds the maximum number of originally planned participants (50) they will be added to the trip upon motor coach and hotel availability; 2) is fewer than 50 paying participants per bus, the Tour Director will need to decide which avenue is preferable to accommodate a higher rate.
- Trip Price includes two free director/chaperone tour package (at double occupancy)

Provided by ETS:

- Personal Tour Planner to work with the Tour Director to plan a customized itinerary
- Registration materials, deposit and payment handling, frequent trip accounting assistance
- A minimum of one 24-hour ETS escort on-site to provide assistance during tour
- Deluxe Motor coach Transportation
- All sightseeing & attraction fees
- All clinician and performance fees
- Nighttime Uniformed Security
- Pirates Dinner Adventure
- Quality Lodging (quad occupancy)
- 3 Breakfasts

TRIP PRICE PER PAYING PARTICIPANT: \$775.00 per student - Quad Occupancy
(20) Chaperones - \$250.00 Double Occupancy
(2) Director - \$0.00

Payment Schedule:

	<u>Due to ETS, Inc.</u>	<u>Amount</u>
Deposit	Sept. 31, 2019	\$100 Per Person
Payment	Oct. 24, 2019	\$350.00
Payment	Nov. 23, 2019	\$350.00
Final Payment	Dec. 20, 2019	Balance

Payments can be arranged to be billed directly to individual students and families or to work with Aragon High School to handle in single payments. ETS can also accept Visa / MasterCard / American Express payments. All students and chaperones MUST complete a registration form and return it to the ETS office.

Rooming list due 30 days prior to departure

Refunds and Cancellations:

If cancellation is postmarked:

90 days prior to departure, the full amount paid will be refunded, less 10% of the tour price cancellation fee.

89 to 60 days prior to departure, the cancellation fee is 15% of the tour price plus any non-refundable tickets purchased for the group.

59 to 31 days prior to departure, the cancellation fee is 25% of the tour price plus any non-refundable tickets purchased for the group.

30 days prior to departure or less, the full amount of the tour cost is nonrefundable.

If the tour is completely cancelled for any reason prior to 90 days before departure, all monies are refunded to participants currently registered.

If tour is completely cancelled by Aragon High School at 89 days or less, a \$50.00 per person cancellation fee will be charged.

No non-refundable tickets will be purchased for the group prior to this date, without permission of the Director. If non-refundable tickets are ordered prior to the 90-day cancellation date, the group will be responsible for monies not recovered.

If at any time, prior to departure, the tour is cancelled by ETSI all monies will be fully refunded to participants currently registered.

I have read and understand the above booking conditions, items provided by ETSI, payment schedule, and agree to the quoted Trip Price per person. Signing of this contract authorizes ETSI to proceed with designing my customized tour using attached suggested itinerary. Please sign and return upon receipt.

Date

~~Dr. Patricia K. Kurtz, Principal~~

Date

Julie Sabala, Tour Planner, ETSI

Dr. Kevin Skelly, Superintendent

TO: San Mateo Union High SD
Simon Bettis
650 N Delaware St
San Mateo, CA 94401

sbettis@smuhdsd.org
(p) 650-558-2489

FROM: Presidio Networked Solutions Group, LLC
Megan Watkins
5000 Hopyard Rd
Suite 188
Pleasanton, CA 94588

mwatkins@presidio.com

Customer#: CITYO681
Account Manager: Dan Ornelas
Inside Sales Rep: Megan Watkins
Title: Smartnet Renewal 2019

#	Part #	Description	Unit Price	Qty	Ext Price
1	CON-SMARTNET RENEWAL	CON-SMARTNET RENEWAL Comments: 9/1/19 - 8/31/20	\$45,251.45	1 for 12 mo(s)	\$45,251.45

Sub Total:		\$45,251.45
Grand Total:		\$45,251.45

Quote valid for 30 days unless otherwise noted.

Additional Terms

The following terms and conditions shall govern this agreement unless a valid Master Services & Product Agreement or other similar agreement ("Master Agreement") between the parties has been executed and is in force, in which case the terms of the Master Agreement shall prevail to the extent that they are inconsistent with the following terms and conditions.

1. Purchase Orders, Invoicing, Payment and Acceptance. Any purchase order submitted by CLIENT in connection with this agreement shall be deemed subject to these Additional Terms and this agreement. Unsigned, electronically submitted purchase orders shall be deemed to include CLIENT's electronic signature and shall be binding to the extent accepted by Presidio. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed. Further, CLIENT represents that Presidio can rely on such CLIENT signature for payment.

Presidio shall invoice CLIENT for the Products and/or Services in accordance with the terms stated in the agreement. The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.

CLIENT shall make payment to Presidio within thirty (30) days from the date of invoice. Except for taxes due on Presidio's net income, CLIENT shall pay all taxes. Presidio reserves the right to bill CLIENT for additional work requested by CLIENT and performed by Presidio, and for applicable expenses incurred by Presidio pursuant to providing such additional services, which are not described in this agreement.

Client understands and agrees to its obligation, that applicable sales tax will apply to the quoted services on a by site location basis.

Unless otherwise indicated in this agreement, CLIENT agrees that staff augmentation services and services performed on a time and materials basis shall be deemed accepted as performed. Unless otherwise indicated in this agreement, Projects shall be deemed accepted upon the earlier of Presidio's receipt of a signed Project Completion and Acceptance document which has been signed and dated by an authorized representative of CLIENT, or thirty (30) calendar days from the date of the delivery of the final Project deliverable. If acceptance is refused, the Client shall provide, in writing to Presidio, its reasonable basis for refusal, prior to the expiration of the thirty (30) calendar day period. Presidio shall address the issue before subsequent work is undertaken.

2. Shipment of Product. All Products delivered to CLIENT hereunder shall be shipped FOB origin, freight collect. Title and risk of loss shall pass to CLIENT at point of origin. Products shall be deemed accepted upon delivery.

3. Limitations of Warranties. Presidio warrants that Services shall be provided by competent personnel in accordance with applicable professional standards. ALL PRODUCTS PROVIDED BY PRESIDIO ARE PROVIDED "AS IS", WITH ALL FAULTS. PRESIDIO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL ORIGINAL EQUIPMENT MANUFACTURER (OEM) WARRANTIES, CERTIFICATIONS AND GUARANTEES, IF ANY, ARE PASSED THROUGH TO CLIENT.

4. Intellectual Property. CLIENT acknowledges that Presidio, its vendors, and/or its licensors retain all patents and/or copyrights in and to all proprietary data, processes and programs, if any, provided in connection with Services performed hereunder; any Presidio software provided to CLIENT as part of the Services provided shall be subject to the vendor's, licensor's or OEM's copyright and licensing policy. To the extent such software is prepared by Presidio, it is provided by nontransferable, nonexclusive license for CLIENT'S internal use only, subject strictly to the terms and conditions of this Agreement, and shall terminate upon termination or expiration of this Agreement. CLIENT shall not duplicate, use or disclose for the benefit of third parties, reverse engineer or decompile any such software.

5. Confidential Information. The parties agree that Confidential Information means any information disclosed by the disclosing party to the receiving party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment, "CLIENT" lists or other "CLIENT" information not known to the public), which is designated as "Confidential," "Proprietary" or some similar designation, or is the type of information which should reasonably be recognized as Confidential or Proprietary. The receiving party shall not use any Confidential Information of the disclosing party for any purpose except to evaluate and engage in discussions concerning this Proposal. Each party agrees to protect the other party's Proprietary and Confidential Information to the same extent that it protects its own Proprietary and Confidential Information but with no less than a reasonable degree of care.

6. Limitation of Liability. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR SERVICES AND/OR PERFORMANCE HEREUNDER. Without limiting the foregoing, Presidio will have no responsibility for the adequacy or performance of (in) any third party software provided to Presidio under this agreement; (ii) any hardware, and (iii) any services provided by any third party.

7. Non-Solicitation Provision. During the term of this agreement and for twelve (12) months thereafter, CLIENT will not solicit for a permanent or other position any employee or subcontractor of the other party to whom that party was introduced as a result of this agreement. Should CLIENT solicit and/or hire an employee or contractor from PRESIDIO, CLIENT shall pay to PRESIDIO an administrative fee equal to 1 year's salary of the employee's new salary at CLIENT.

8. Export Law Compliance. CLIENT has been advised that all Products purchased hereunder and Presidio Confidential Information is subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

9. Force Majeure. Neither party shall be liable for any failure or delay in performance of its obligations hereunder where such performance is prevented or delayed by causes beyond its reasonable control, including without limitation, flood, war, embargo, strike or other labor dispute, riot, acts of God or the intervention of any government authority.

10. Choice of Law and Venue. The parties will attempt to settle any claim or controversy arising under this agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. This agreement and all matters relating thereto shall be governed exclusively by the substantive law of the State of Texas. Any dispute relating directly or indirectly to this agreement or any other contract or agreement between the parties which cannot be resolved through the process of consultation and negotiation shall be brought in a court of competent jurisdiction in Dallas County, Texas, that being the exclusive venue for any dispute between or any claims held by any of the parties to this agreement.

11. Miscellaneous. This agreement constitutes the entire agreement of the parties and supersedes all prior written or oral agreements, representations and understandings relating to the subject matter hereof, with the exception of a valid Master Services and Product Agreement between the parties under the terms of which this agreement shall be incorporated. This agreement shall not be amended or modified except by written instrument signed by the parties. Should additional work beyond the scope of the Services detailed herein by Presidio be requested by CLIENT, fees for such additional Services will be negotiated with CLIENT prior to performing such work and will be memorialized in writing between the Parties by utilizing a Project Change Request form ("PCR") or an additional agreement as appropriate. Presidio will invoice CLIENT for any additional work performed and expenses incurred which are not described in this agreement. The Parties agree that neither may assign its rights or duties under this contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

12. Severability. The provisions of this Agreement are severable. If any provision of this Agreement or its application to any person or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date

BOARD ITEM

(Over \$25,000)

Date: *September 4, 2019*

To: *Roberta Beeken / Board Approval*

From: *Amber Vigil / Carolyn Schwartzbord*

Site: *District Office*

Number of Quotes: *(4) – Individual Service Agreements*

Funding Source: *General Fund – Special Education*

Reason for proposal: *To pay Education, Speech, Occupational Therapy, AAC Support for students attending NPS – Creative Learning Center*

Total Estimated Amount – \$343,925.75

286 342

2019-2020

**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL
OR NONPUBLIC AGENCY SERVICES**
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2019, or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency San Mateo Union High School District Nonpublic School /Agency Creative Learning Center

LEA Case Manager: Name Grace Goodwin Phone Number _____

Pupil Name _____ Sex: ☒ M ☐ F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ ☒ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone (650) _____ () _____

Address _____ (Residence) (Business)
(If different from student) City _____ State/Zip _____

AGREEMENT TERMS:

1. Nonpublic School: The average number of minutes in the instructional day will be: 1680 during the regular school year
_____ during the extended school year
2. Nonpublic School: The number of school days in the calendar of the school year are: 193 during the regular school year
_____ during the extended school year

3. Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.

A. INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only): Daily Rate: \$362

Estimated Number of Days 193 x Daily Rate 362 = PROJECTED BASIC EDUCATION COSTS \$ 69,866

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per sessio	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracts Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							included
Language/Speech Therapy (415) a. Individual b. Group		X (NPS)		a. 60 min/wk b. 15 min/wk	a. \$117 b. \$20	a. 41 b. 41	\$5,617
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (436)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450) a. Individual b. Group		X (NPS)		a. 30 min/ wk b. 15 min/ wk	a. \$58.50 b. \$20	a. 41 b. 41	\$3,218.50
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per sessio	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracte Period
	LEA	NPS	OTHER Specify				
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Service (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) OT Consult		X		15 min/wk	\$20	41	\$1,199.25
Other (900) AAC Support		X		60 min/wk (INDV) 60 min/wk (CON)	\$234	41	\$9,594
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ \$19,628.75

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ \$89,494.75

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting
Requirements: Quarterly Monthly Other (Specify)

X

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

Creative Learning Center

(Name of Nonpublic School/Agency)

San Mateo Union High School District

(Name of LEA)

Tamla Sayer

(Signature)

5/24/19

(Date)

Carolyn Schwartz

(Signature)

5/20/19

(Date)

Tamla Sayer, Founder

(Name and Title)

Carolyn Schwartz

Director of Special Education

Kevin Skelly, PHD
Superintendent, SMUHSD

Date

2019-2020

**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL
OR NONPUBLIC AGENCY SERVICES**
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2019 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency San Mateo Union High School District Nonpublic School /Agency Creative Learning Center

LEA Case Manager: Name Grace Goodwin Phone Number _____

Pupil Name _____ Sex: ☒ M ☐ F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ ☒ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone (650) _____ () _____

Address _____ (Residence) (Business)
(If different from student) City _____ State/Zip _____

AGREEMENT TERMS:

1. Nonpublic School: The average number of minutes in the instructional day will be: 1680 during the regular school year
1200 during the extended school year
2. Nonpublic School: The number of school days in the calendar of the school year are: 193 during the regular school year
19 during the extended school year

3. Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.

A. INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only): Daily Rate: \$362

Estimated Number of Days 212 x Daily Rate 362 = PROJECTED BASIC EDUCATION COSTS \$ 76,744

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per sessio	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracts Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							included
Language/Speech Therapy (415) a. Individual b. Group		X (NPS)		a. 60 min/wk b. 15 min/wk	a. \$117 b. \$20	a. 41 b. 41	\$5,617
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445) a. Individual b. Group		X (NPS)		a. 60 min/ wk b. 15 min/ wk	a. \$117 b. \$20	a. 41 b. 41	\$5,617
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per sessio	Maximum Number of Sessions	Estimated Maximum Total Cost for Contract Period
	LEA	NPS	OTHER Specify				
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Service (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ \$12,330

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ \$89,074

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting
Requirements: Quarterly Monthly Other (Specify)

X

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-CONTRACTOR-

-LEA -

Creative Learning Center

(Name of Nonpublic School/Agency)

San Mateo Union High School District

(Name of LEA)

Tamila Sayer

(Signature)

5/24/19

(Date)

Cecily Schwartz

(Signature)

(Date)

Tamila Sayer, Founder

(Name and Title)

Cecily Schwartz, Dr. of Special Ed.

(Name of Superintendent or Authorized Designee)

Kevin Skelly, PHD
Superintendent, SMUHSD

Date

2019-2020

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LEA Case Manager: Name Grace Goodwin Phone Number _____

Pupil Name _____ Sex: ☒ M ☐ F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ ☒ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone (650) _____ () _____

Address _____ (Residence) (Business)
(If different from student) City _____ State/Zip _____

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_____ during the extended school year

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A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate: \$362

Estimated Number of Days 193 **x Daily Rate** 362 **= PROJECTED BASIC EDUCATION COSTS** \$ 69,866

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per sessio	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracte Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							included
Language/Speech Therapy (415) a. Individual b. Group		X (NPS)		a. 60 min/wk	a. \$117	a. 41	\$4,797
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450) a. Individual b. Group		X (NPS)		a. 60 min/ wk b. 15 min/ wk	a. \$117 b. \$20	a. 41 b. 41	\$5,617
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Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900) AAC Support		X		30 min/wk (CON)	\$58.50	41	\$2,398.50
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ \$12,812.50

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ \$82,678.50

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting
Requirements:

Quarterly

Monthly

Other (Specify)

X

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

Creative Learning Center

(Name of Nonpublic School/Agency)

San Mateo Union High School District

(Name of LEA)

Tamila Sayer

(Signature)

5/24/19

(Date)

Schwartzman

(Signature)

9/3/19

(Date)

Tamila Sayer, Founder

(Name and Title)

Cordyn Schwartzman, Dir. of Special Edu.

(Name of Superintendent or Authorized Designee)

2019-2020

**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL
OR NONPUBLIC AGENCY SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2019, or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency San Mateo Union High School District Nonpublic School /Agency Creative Learning Center

LEA Case Manager: Name Grace Goodwin Phone Number _____

Pupil Name _____ Sex: ☒ M ☐ F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ ☒ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone (650) _____ () _____

Address _____ (Residence) (Business)
(If different from student) City _____ State/Zip _____

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 1680 during the regular school year
_____ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: 193 during the regular school year
_____ during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: \$362

Estimated Number of Days 193 **x Daily Rate** 362 **= PROJECTED BASIC EDUCATION COSTS** \$ 69,866

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per sessio	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracte Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							included
Language/Speech Therapy (415) a. Individual b. Group		X (NPS)		a. 60 min/wk	a. \$117	a. 41	\$4,797
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450) a. Individual b. Group		X (NPS)		a. 60 min/ wk b. 15 min/ wk	a. \$117 b. \$20	a. 41 b. 41	\$5,617
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per sessio	Maximum Number of Sessions	Estimated Maximum Total Cost for Contract Period
	LEA	NPS	OTHER Specify				
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Service (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900) AAC Support		X		30 min/wk (CON)	\$58.50	41	\$2,398.50
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ \$12,812.50

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ \$82,678.50

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON

6. Progress Reporting Requirements: Quarterly Monthly Other (Specify)

X

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA -

Creative Learning Center

(Name of Nonpublic School/Agency)

San Mateo Union High School District

(Name of LEA)

Tamila Sayer
(Signature)

5/24/19

(Date)

Chauwartzon
(Signature)

9/2/19

(Date)

Tamila Sayer, Founder

(Name and Title)

Cordyn Schwartzbord, Dir. of Sped. Edu.
(Name of Superintendent or Authorized Designee)

BOARD ITEM

(Over \$25,000)

Date: *August 30, 2019*

To: *Roberta Beeken / Board Approval*

From: *Amber Vigil / Carolyn Schwartzbord*

Site: *District Office*

Number of Quotes: *(2) – Zum Transportation*

Funding Source: *General Fund – Special Education*

Reason for proposal: *Provide transportation service to (2) students attending Non Public Schools*

Total Estimated Amount – \$34,095.60



Addendum

1. THIS ADDENDUM is made by and between San Mateo Union High School District, located at 650 N. Delaware St., San Mateo, CA 94401 (hereinafter referred to as "SCHOOL DISTRICT") and Zūm Services Inc., a Delaware Corporation, located at 275 Shoreline Dr., Suite 200, Redwood City, CA 94065 (hereinafter referred to as "Zūm"), who are parties to the original Preferred Transportation Technology Platform Agreement dated 3/7/19 (hereinafter referred to as "Agreement").

2. The Agreement is amended as follows:

- a. SCHOOL DISTRICT agrees to the following daily transportation services as mentioned in the table below.

The daily one-way cost for transportation of 2 students during the 2019-20 school year is indicated below. Monthly billing will be based on actual monthly usage.

Afternoon Routes

First Pick Up	Final Drop Off	Student(s)	Daily Price
Morgan Autism Center	██████████, Millbrae, CA	██████████	\$116.80

Total Number of School Days in 2019-20 for Morgan Autism Center: 207

Estimated 2019-20 cost for PM only transportation: **\$24,177.60**

AM Routes

First Pick Up	Final Drop Off	Student(s)	Daily Price
██████████ Burlingame	Palo Alto Prep	██████████	\$58

Total Number of School Days in 2019-20 for Palo Alto Prep: 171

Estimated 2019-20 cost for AM only transportation: **\$9,918.00**

3. Except as set forth in this Addendum, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this addendum and the Agreement or any earlier addendum, the terms of this addendum will prevail.

San Mateo Union High School District:

Signature:

Carolyn Schwartzbord 8/27/19
Carolyn Schwartzbord
Dir. of Special Education

Zūm Services, Inc.

DocuSigned by:
Ron Chizik
C6727E223ABE4B4...
ROTE CHIZIK

CFO
8/27/2019

1

Kevin Skelly, PHD
Superintendent, SMUHSD

Contact: support@ridezum.com

BOARD ITEM

(Over \$25,000)

Date: *August 30, 2019*

To: *Roberta Beeken / Board Approval*

From: *Amber Vigil / Carolyn Schwartzbord*

Site: *District Office*

Number of Quotes: (1) – Individual Service Agreement

Funding Source: *General Fund – Special Education*

Reason for proposal: *To pay Education, Intensive Individual Services and transportation for student attending NPS-Esther B. Clark School*

Total Estimated Amount – \$100,950.00

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES**
(Education Code Sections 56365, 56366, et seq.)

PUPIL NAME: _____
(Last) (First)

A. BASIC EDUCATION PROGRAM (Applies to NPS only)

Number of Days 200 X Per Diem \$260.00 = TOTAL BASIC EDUCATION COSTS (A) \$52,000.00 (Include extended school year days as appropriate to the pupil's IEP).

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

	SERVICE PROVIDER			TOTAL MINUTES PER WEEK/ OR SESSION	COST PER SESSION					MAX TOTAL COST FOR CONTRACT PERIOD
	Freq	Duration	Start Date		HOURLY	DAILY	WEEKLY	INDIV	GROUP	
1. Adapted PE										
2. Aide/Support Behavioral Aide										
3. Counseling Individual C & G Parent	1x/wk 2x/wk 1x/wk	60 min 50 min 60 min	8/12/19	220 min/wk	\$177.00					\$25,960.00
4. OT										
5. PT										
6. Speech/Language										
7. Transportation	daily		8/26/19			\$121.00				\$22,990.00
8. Other										
9. Other										

MAXIMUM TOTAL RELATED SERVICES COST (B) \$48,950.00
MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COSTS (A+B) \$100,950.00

All terms and conditions of the current Agreement for NPS/NPA Service(s) previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the IEP in accordance with this ISA and the Agreement, and will request an IEP review prior to any change in the service(s).

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on 7/1/2019 and terminates at 5:00 p.m. on 6/30/2020 unless sooner terminated as provided herein.

LEA

Carolyn Schwartzboard
(Signature) Director of Special Education

Carolyn Schwartzboard
(Type or Print Name)

San Mateo Union High School District
(Name of LEA)

650 W. Delaware Ave
(Mailing Address)

San Mateo, CA 94401
(City, State, Zip Code)

CONTRACTOR

Jody Miller
(Signature) Jody Miller (Aug 22, 2019)

Jody Miller, Head of EBC Schools
(Type or Print Name)

Esther B Clark School
(Name of NPS/NPA)

650 Clark Way
(Mailing Address)

Palo Alto, CA 94304
(City, State, Zip Code)

(Education Code Sections 56365, 56366, et seq.)

NAME OF NONPUBLIC SCHOOL/AGENCY ("NPS/NPA"): Esther B Clark School - Palo Alto

ADDRESS: [REDACTED] CITY: [REDACTED] STATE: CA ZIP: [REDACTED]

PUPIL ID/SS NUMBER: GRADE:

PARENT/GUARDIAN: [REDACTED] PHONE: [REDACTED]

CONTRACT TERMS:

- Page 1 of 2

BOARD ITEM

(Over \$25,000)

Date: *September 4, 2019*

To: *Roberta Beeken / Board Approval*

From: *Amber Vigil / Carolyn Schwartzbord*

Site: *District Office*

Number of Quotes: *(3) – Individual Service Agreements*

Funding Source: *General Fund – Special Education*

Reason for proposal: *To pay for education program and related services for students at NPS- Morgan Autism Center*

Total Estimated Amount – \$356,081.05

SANTA CLARA COUNTY SELPAs
INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES
(Education Code Sections 56365, 56366, et seq.)

NAME OF LOCAL EDUCATION AGENCY ("LEA"): San Mateo UHSD

NAME OF NONPUBLIC SCHOOL/AGENCY ("NPS/NPA"): Morgan Autism Center

PUPIL NAME:
(Last) (First) (Middle)

ADDRESS: CITY: STATE: CA ZIP:

PUPIL TELEPHONE NUMBER: () DOB:

PUPIL ID/SS NUMBER: GRADE:

RESIDENTIAL SETTING: ☒ HOME ☐ JCS ☐ FOSTER/LCI NAME: #
☐ OTHER

PARENT/GUARDIAN: PHONE: 650 ()
(Residence) (Business)

ADDRESS: CITY: STATE: ZIP:
(If different from pupil)

CONTRACT TERMS:

1. The pupil's teacher/service provider holds the following ☒ credential ☐ license ☐ waiver ☐ permit
(Specify type, e.g. LH, SH, Clinical Rehab) SH
If waiver/permit: Name of Supervisor Credential Held
2. The NPS/NPA will provide the district with a copy of their State Department Certification.
3. The class size for the pupil will not exceed 10, and/or the therapist/pupil ratio will be 1:1. If applicable, group size shall not exceed 10, except for whole school activities (picnics, etc.)
4. The length of the instructional day will be consistent with the Master Contract ("Agreement") unless otherwise specified. (Nonpublic school only)
5. Authorized educational services as specified in the Individualized Education Program ("IEP") shall be provided by the CONTRACTOR up to the amount specified. Failure to implement the services as specified on the IEP and contained within the Agreement shall reduce LEA's payment obligation to Contractor in the amount necessary to secure the appropriate designated instructional service for student not originally provided as agreed upon between Contractor and LEA.
6. Subject to the performance of this ISA, LEA will pay CONTRACTOR agreed upon rate per unit as defined in the Agreement.
7. CONTRACTOR will provide written progress reports to the Office of Special Education before 9/30/19, 12/30/19, 3/30/20, 6/30/20
8. Payment will be made for services provided Monday through Friday, only, based on hourly rates and attendance, as per the LEA calendar, dated: 2019-20
9. Other Provisions (attachments as necessary):

**INDIVIDUAL SERVICE AGREEMENT FOR NONP UBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES**
(Education Code Sections 56365, 56366, et seq.)

PUPIL NAME: _____
(Last) (First) (Middle)

1. BASIC EDUCATION PROGRAM (Applies to NPS only)

Number of Days 207 X Per Diem \$ 444.95 = TOTAL BASIC EDUCATION COSTS (A) \$ \$92,021.85 (Include extended school year days as appropriate to the pupil's IEP).

2. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

	SERVICE PROVIDER			TOTAL MINUTES PER WEEK/ OR SESSION	COST PER SESSION					MAX TOTAL COST FOR CONTRACT PERIOD
	First	Duration	Start Date		HOURLY	DAILY	WEEKLY	INDIV	GROUP	
1. Specialty Designed PE				Included in rate						
2. Aide Support										
3. Counseling										
4. OT		45 mi. per week			\$155					4882.50
5. PT										
6. Speech/Language				Included in rate						
7. Transportation						\$93.00				19251.00
8. Other		11 AAC Consultation @\$170.00/ hr								1870.00
9. Other		+4 hours OT consult @\$155.00/hr								620.00

MAXIMUM TOTAL RELATED SERVICES COST (B) \$ 26,623.50
MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COSTS (A+B) \$ 118,645.35

All terms and conditions of the current Agreement for NPS/NPA Service(s) previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the IEP in accordance with the ISA and the Agreement, and will request an IEP review prior to any change in the service(s).

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on July 1, 2019 and terminates at 5:00 p.m. on June 30, 2020 unless sooner terminated as provided herein.

LEA

(Signature)

Carolyn Schwartabord, Dir. of Special Ed.
(Type or Print Name)

San Mateo Union High School Dist.
(Name of LEA)

1000 W. Delaware St.
(Mailing Address)

San Mateo, CA 94401
(City, State, Zip Code)

CONTRACTOR

(Signature)

Sue Kato

(Type or Print Name)

Morgan Autism Center
(Name of NPS/NPA)

850 St. Elizabeth Drive
(Mailing Address)

San Jose, CA 95126
(City, State, Zip Code)

SANTA CLARA COUNTY SELPAs
INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES
(Education Code Sections 56365, 56366, et seq.)

NAME OF LOCAL EDUCATION AGENCY ("LEA"): San Mateo Union HSD

NAME OF NONPUBLIC SCHOOL/AGENCY ("NPS/NPA"): Morgan Autism Center

PUPIL NAME: GENDER: ☐ M ☒ F
(Last) (First) (Middle)

ADDRESS: CITY: STATE: CA ZIP:

PUPIL TELEPHONE NUMBER: () DOB:

PUPIL ID/SS NUMBER: GRADE:

RESIDENTIAL SETTING: ☒ HOME ☐ JCS ☐ FOSTER/LCI NAME: #
☐ OTHER

PARENT/GUARDIAN: PHONE: 650 ()
(Residence) (Business)

ADDRESS: CITY: STATE: CA ZIP:
(If different from pupil)

CONTRACT TERMS:

1. The pupil's teacher/service provider holds the following ☒ credential ☐ license ☐ waiver ☐ permit
(Specify type, e.g. LH, SH, Clinical Rehab) SH
If waiver/permit: Name of Supervisor Credential Held
2. The NPS/NPA will provide the district with a copy of their State Department Certification.
3. The class size for the pupil will not exceed 10, and/or the therapist/pupil ratio will be 1:1. If applicable, group size shall not exceed 10, except for whole school activities (picnics, etc.)
4. The length of the instructional day will be consistent with the Master Contract ("Agreement") unless otherwise specified. (Nonpublic school only)
5. Authorized educational services as specified in the Individualized Education Program ("IEP") shall be provided by the CONTRACTOR up to the amount specified. Failure to implement the services as specified on the IEP and contained within the Agreement shall reduce LEA's payment obligation to Contractor in the amount necessary to secure the appropriate designated instructional service for student not originally provided as agreed upon between Contractor and LEA.
6. Subject to the performance of this ISA, LEA will pay CONTRACTOR agreed upon rate per unit as defined in the Agreement.
7. CONTRACTOR will provide written progress reports to the Office of Special Education before 9/30/19, 12/30/19, 3/30/20, 6/30/20
8. Payment will be made for services provided Monday through Friday, only, based on hourly rates and attendance, as per the LEA calendar, dated: 2019-20
9. Other Provisions (attachments as necessary):

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES**
(Education Code Sections 56365, 56366, et seq.)

PUPIL NAME: _____
(Last) (First) (Middle)

A. BASIC EDUCATION PROGRAM (Applies to NPS only)

Number of Days 207 X Per Diem \$ 444.55 = TOTAL BASIC EDUCATION COSTS (A) \$ \$92,021.85 (Include extended school year days as appropriate to the pupil's IEP).

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

	SERVICE PROVIDER			TOTAL MINUTES PER WEEK/ OR SESSION	COST PER SESSION					MAX TOTAL COST FOR CONTRACT PERIOD
	Freq	Duration	Start Date		HOURLY	DAILY	WEEKLY	INDIV	GROUP	
1. Specially Designed PE										
2. Aide Support										
3. Counseling										
4. OT		30 min. per week			\$155					3255.00
5. PT										
6. Speech/Language				Included in rate						
7. Transportation						\$93.00				19251.00
8. Other		30 hrs AAC cons./yr @ \$170.00								5100.00
9. Other		+4 hours OT consult @ \$155.00/hr								620.00

MAXIMUM TOTAL RELATED SERVICES COST (B) \$ 28,226.00
MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COSTS (A+B) \$ 120,247.85

All terms and conditions of the current Agreement for NPS/NPA Service(s) previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the IEP in accordance with this ISA and the Agreement, and will request an IEP review prior to any change in the service(s).

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on July 1, 2019 and terminates at 5:00 p.m. on June 30, 2020 unless sooner terminated as provided herein.

LEA

(Signature)

Carolyn Schwartzbord, Dir. of Special Ed.
(Type or Print Name)

San Mateo Union High School Dist.
(Name of LEA)

1650 N. Delaware St.
(Mailing Address)

San Mateo, CA 94401
(City, State, Zip Code)

CONTRACTOR

(Signature)

Sue Kato
(Type or Print Name)

Morgan Autism Center
(Name of NPS/NPA)

950 St. Elizabeth Drive
(Mailing Address)

San Jose, CA 95126
(City, State, Zip Code)

SANTA CLARA COUNTY SELPAs
SERVICE AGREEMENT FOR NONPUBLIC, NON-EDUCATION
SCHOOL/AGENCY SERVICES
 (Education Code Sections 56365, 56366, et seq.)

NAME OF LOCAL EDUCATION AGENCY ("LEA"): San Mateo Union HSD

NAME OF NONPUBLIC SCHOOL/AGENCY ("NPS/NPA"): Morgan Autism Center

PUPIL NAME: _____ (Last) _____ (First) _____ (Middle) GENDER: ☒ M ☐ F

ADDRESS: [REDACTED] CITY: [REDACTED] STATE: CA ZIP: [REDACTED]

PUPIL TELEPHONE NUMBER: () - [REDACTED] DOB: [REDACTED]

PUPIL ID/SS NUMBER: _____ GRADE: _____

RESIDENTIAL SETTING: ☒ HOME ☐ JCS ☐ FOSTER/LCI NAME: _____ # _____
☐ OTHER

PARENT/GUARDIAN: [REDACTED] PHONE: 650) [REDACTED] ()

ADDRESS: [REDACTED] CITY: [REDACTED] STATE: CA ZIP: [REDACTED]
(If different from pupil)

CONTRACT TERMS:

1. The pupil's teacher/service provider holds the following ☒ credential ☐ license ☐ waiver ☐ permit
(Specify type, e.g. LH, SH, Clinical Rehab) SH
If waiver/permit: Name of Supervisor _____ Credential Held _____
2. The NPS/NPA will provide the district with a copy of their State Department Certification.
3. The class size for the pupil will not exceed 10, and/or the therapist/pupil ratio will be 1:1. If applicable, group size shall not exceed 10, except for whole school activities (picnics, etc.)
4. The length of the instructional day will be consistent with the Master Contract ("Agreement") unless otherwise specified. *(Nonpublic school only)*
5. Authorized educational services as specified in the Individualized Education Program ("IEP") shall be provided by the CONTRACTOR up to the amount specified. Failure to implement the services as specified on the IEP and contained within the Agreement shall reduce LEA's payment obligation to Contractor in the amount necessary to secure the appropriate designated instructional service for student not originally provided as agreed upon between Contractor and LEA.
6. Subject to the performance of this ISA, LEA will pay CONTRACTOR agreed upon rate per unit as defined in the Agreement.
7. CONTRACTOR will provide written progress reports to the Office of Special Education before 9/30/19, 12/30/19, 3/30/20, 6/30/20
8. Payment will be made for services provided Monday through Friday, only, based on hourly rates and attendance, as per the LEA calendar, dated: 2019-20
9. Other Provisions (attachments as necessary): _____

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES**
(Education Code Sections 56365, 56366, et seq.)

PUPIL NAME: _____
(Last) (First) (Middle)

A. BASIC EDUCATION PROGRAM (Applies to NPS only)

Number of Days 207 X Per Diem \$ 444.55 = TOTAL BASIC EDUCATION COSTS (A) \$ \$92,021.85 (Include extended school year days as appropriate to the pupil's IEP).

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

	SERVICE PROVIDER			TOTAL MINUTES PER WEEK/ OR SESSION	COST PER SESSION					MAX TOTAL COST FOR CONTRACT PERIOD
	Freq	Duration	Start Date		HOURLY	DAILY	WEEKLY	INDIV	GROUP	
1. Specially Designed PE										
2. Aide Support										
3. Counseling										
4. OT		30 min. per week			\$155					3255.00
5. PT										
6. Speech/Language										
7. Transportation						\$93.00				19251.00
8. Other		12 hrs.AAC consultation @170.00 per hour								2040.00
9. Other		+4 hours OT consult. @ \$155.00/hr								620.00

MAXIMUM TOTAL RELATED SERVICES COST (B) \$ 25,166.00
MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COSTS (A+B) \$ 117,187.85

All terms and conditions of the current Agreement for NPS/NPA Service(s) previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the IEP in accordance with this ISA and the Agreement, and will request an IEP review prior to any change in the service(s).

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on July 1, 2019 and terminates at 5:00 p.m. on June 30, 2020 unless sooner terminated as provided herein.

LEA Schwartzberg
(Signature)

Carolyn Schwartzberg, Dir. of Special Ed.
(Type or Print Name)

San Mateo Union High School Dist.
(Name of LEA)

1600 W. Delmar Ave.
(Mailing Address)

San Mateo, CA 94401
(City, State, Zip Code)

CONTRACTOR Sue Kato
(Signature)

Sue Kato
(Type or Print Name)

Morgan Autism Center
(Name of NPS/NPA)

950 St. Elizabeth Drive
(Mailing Address)

San Jose, CA 95128
(City, State, Zip Code)

BOARD ITEM

(Over \$25,000)

Date: *September 4, 2019*

To: *Roberta Beeken / Board Approval*

From: *Amber Vigil / Carolyn Schwartzbord*

Site: *District Office*

Number of Quotes: (1) – Agreement for Service between SMUHSD and EvalGroup

Funding Source: *General Fund – Special Education*

Reason for proposal: *Contract with EvalGroup to provide Occupational Therapist for student's occupational therapy needs.*

Total Estimated Amount – \$123,750.00

AGREEMENT FOR SERVICE BETWEEN The San Mateo Union High School District and EvalGroup

This agreement is made as of this day of September 3rd 2019-June 30th 2020 , by and between the San Mateo Union High School District ("SMUHSD") and EvalGroup ("CONTRACTOR") to provide services. NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SERVICES in consideration of the payments hereinafter set forth, CONTRACTOR shall perform services for SMUHSD in accordance with the terms, conditions, and specifications set forth herein: The CONTRACTOR agrees to provide Occupational Therapist, Shannon Lee (150 days), Occupational Therapist Services to SMUHSD students.

A. Scope of Services: OT Services and assessments.

B. Deliverables evaluations, reports, meetings, and OT services.

2. TERM OF AGREEMENT: The term of this agreement is from September 3rd 2019 through June 30th 2020. This is for the 19-20 school year.

3. COMPENSATION: The CONTRACTOR agrees to perform all the services of this agreement at the rate of \$ 110.00 per hour, at 7.5 hours daily for 150 days, not to exceed \$ 123,750.00

4. PAYMENT: The CONTRACTOR shall submit an invoice detailing the services performed during the billing period at the end of each month. Invoices are due by district within 45 days of receipt. The contractor is responsible to comply with all state and federal tax requirements and is the CONTRACTOR'S sole responsibility.

5. EQUIPMENT AND MATERIALS: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance on the Agreement.

6. USE OF SUBCONTRACTORS: CONTRACTOR shall not assign this Agreement or any portion thereof to a third party without the prior written consent of SMUHSD. LICENSES AND PERMITS: It shall be the CONTRACTOR's responsibility to obtain and keep in force any license, permit or approval required from any agency for work/services to be performed at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

8. COMPLIANCE WITH STATE, FEDERAL, AND LOCAL LAWS, REGULATIONS, AND ORDINANCES: CONTRACTOR and all subcontractors shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this agreement, and shall execute all necessary certifications of compliance therewith.

9. 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 SMUHSD and that CONTRACTOR acquires none of the rights, privileges, powers or advantages of SMUHSD employees.

10. 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. 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)

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 CONTRACTOR will provide proof of insurance and will identify SMUHSD as an additional insured.

11. WAIVER: No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement

12. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, physical handicap, or national origin.

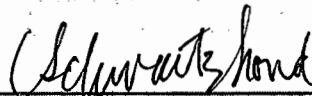
13. **HOLD HARMLESS:** CONTRACTOR agrees to indemnify and defend the District, its employees, and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the performance of this agreement.

14. **DISPUTE RESOLUTION:** Should any dispute arise out of this Agreement, the Parties should meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, shall be shared by the CONTRACTOR and SMUHSD. If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of this settlement. Neither party shall be permitted to file legal action without first meeting in mediation and maintaining a good faith attempt to reach a mediated resolution.


15. **GOVERNING LAW:** This Agreement, including any exhibits, shall for all purposes be deemed subject to the laws of the State of California, and in the event of a lawsuit concerning this Agreement shall be venued in the County of San Mateo.

16. **TERMINATION:** SMUHSD may at any time terminate this Agreement upon written notice to CONTRACTOR. SMUHSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, SMUHSD may terminate this agreement for cause should CONTRACTOR fail to perform any part of this Agreement.

17. **COMPLETENESS OF AGREEMENT:** This Agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing. IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers:



Carolyn Schwartzbord
San Mateo Union High School District
Special Education Director



Doris Kanoun
EvalGroup
Director

**CONTRACT -
Board Approval
(over \$25K)**

To: Board of Trustees

Date: September 3, 2019

From: Dan Dobbins

Site: Transportation Department

Number of Quotes: 1 Quote

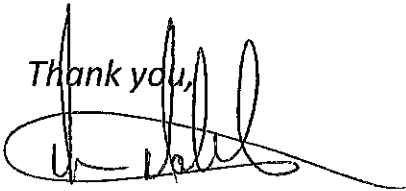
Funding Source: General Fund - Transportation

Reason for proposal: Two Home to School Bus

Contract Total: \$374,064.24

Please approve the quote.

Thank you,

A handwritten signature in black ink, appearing to read 'Dan Dobbins', with a large, stylized loop at the end.

APPROVED SEP 03 2019



Bid Form

August 27, 2019

Customer Order No.: SBRH 07678

Honorable Board of Trustees
San Mateo Union High School District
650 N. Delaware St
San Mateo, CA 94401

BusWest respectfully submits for your consideration our bid to supply 2 complete 84 pax passenger school buses as follows:

Chassis Make: Thomas	Model: CHSY	Model Year: 2020
Wheelbase: 277"	Engine: Cummins L9	Horsepower: 300
Body Make: Thomas	Model: Saf-T-Liner HDX	Capacity: 84 pax
Transmission: Allison 3000 PTS		

Delivery Date: 180-210 Days after receipt of order

Subject to Prior Sale: No

Cash Purchase Price (each):	\$ 170,726.00	<u>Extended Pricing</u>	\$ 341,452.00
Doc Fee:	\$ 70.00		\$ 140.00
Sales Tax @: 9.500%	\$ 16,225.62		\$ 32,451.24
CA. Tire Tax: \$1.75 ea. tire	\$ 10.50		\$ 21.00
Total	\$ 187,032.12		\$ 374,064.24

We have examined the detailed minimum specifications established by the school board and guarantee this bid to be in accordance thereto. Above price includes all dealer prep., pre-delivery service, necessary lettering, F.O.B. school district and documentation fee.

Darren Salo, Sales Representative

Quote is good for thirty (30) days

Quote No.: 358863

APPROVED SEP 03 2019

Carson – Main Headquarters
21107 South Chico St. Carson, CA. 90745
Sales Toll Free: (800) 458-9199 Main: (310) 984-3900 Fax: (310) 984 -3996
Parts Toll Free: (866) 707-7800 Fax: (310) 984-3994
www.buswest.com

Sacramento
210 North East St., Woodland, CA. 95776
Main: (424) 210-3020
Fresno
4337 North Goldenstate Ste#101, Fresno, CA 93609
Main: (559) 277-0118