

San Mateo Union High School District
 Superintendent's Office
Contract Log for September 12, 2019 Board Agenda

Requestor Name	Contract	Date Received	Date Returned	Amount	Funding Source
Imelda Gomez	InThinking Subscription-CHS-annual subscription for multiple subjects	8/15/2019	8/16/2019	\$1,080.00	IB
Katherine Landa	School Datebooks-MHS-school datebooks for 19/20	8/15/2019	8/16/2019	\$428.26	General Fund-Admin
Nancy Marty	The Event Group-BHS-Winter Formal	8/15/2019	8/16/2019	\$8,500.00	95 Fund-Class of 2020
Nicole Donegan	OnceHub-HHS-7 annual subscriptions to online scheduling	8/16/2019	8/20/2019	\$1,050.00	MTSS/GS-Climate Account
Debbie/Linda Carlton	Performance Contracting, Inc.-BHS & CHS-provide labor and parts to re-insulate HVAC for BHS and CHS	8/16/2019	8/20/2019	\$2,790.00	General Fund-Maintenance
Debbie/Linda Carlton	Hue & Cry, Inc.-New PHS-re-program and take over the existing fire alarm system with monitoring	8/16/2019	8/20/2019	\$350.00	General Fund-Security
Kirk Black	Western Governors University-student teaching agreement	8/16/2019	8/20/2019	\$0.00	HR
Elsa Pulido	H.R. Graphics-printing of 2,000 book covers	8/19/2019	8/20/2019	\$1,400.00	General Fund-ELD
Julia Kempkey	Creek Education Solutions, LLC-service agreement for 4 full day sessions for PD	8/19/2019	8/20/2019	\$11,370.00	General Fund-PD
Araceli/Cynthia Eagleton	Easy English Times-Adult School-magazine subscription for 19-20	8/19/2019	8/20/2019	\$60.00	Fund 11
Ron Campana	Fresh Lifelines for Youth-PHS-operational agreement for Fresh Lifelines to work with Peninsula for youth-at-risk	8/20/2019	8/20/2019	\$0.00	Site
Simon Bettis	TechJoy-on site consultation-internal security audit	8/21/2019	8/21/2019	\$8,200.00	General Fund-Technology
Luci Tolfa	Pear Desk Software-AHS-contract renewal software licensing for the 2019-2020 School year	8/22/2019	8/23/2019	\$2,100.00	Site
Luci Tolfa	San Mateo County Community College District Event Agreement-AHS-homecoming dance 10/19/19	8/22/2019	8/23/2019	\$3,665.00	ASB

Araceli/Jeri McGovern	Joan Sanchez-Adult School-instructional classes for yoga for 19/20	8/22/2019	8/23/2019	\$270.00	Fund 11
Don Scatena	MOU Peninsula Family Service-mou to approve serving teen parents with young children in the district.	8/26/2019	8/27/2019	\$0.00	Student Services
Debbie/Linda Carlton	Custon Fire Protection, Inc.-AHS-provide labor and materials to install 6 new fire sprinkler heads in the men's and women's restrooms	8/26/2019	8/27/2019	\$2,374.00	General Fund-Maintenance
Debbie/Linda Carlton	Dryco Construction, Inc.-SMH-provide labor and materials to install a new gate near the baseball field	8/26/2019	8/27/2019	\$3,170.00	General Fund-Maintenance
Simon Bettis	Connection-yearly renewal for the anti virus program	8/27/2019	8/27/2019	\$5,150.00	General Fund-Technology
Imelda Gomez	Follett-CHS-annual subscription	8/27/2019	8/27/2019	\$518.98	IB
Simon Bettis	Hayes Software Systems-annual software maintenance renewal for software upgrades	8/27/2019	8/27/2019	\$10,893.00	General Fund-Technology
Nancy Marty	Pear Desk Software-BHS-contract renewal software licensing for the 2019-2020 School year	8/27/2019	8/27/2019	\$1,000.00	Fund 01-Admin
Samia Shoman	YMCA Camp Jones Gulch-guided studies class and provide for common experience students course.	8/27/2019	8/27/2019	\$3,500.00	Title IV
Imelda Gomez	Tanya Howkins-CHS-mindfulness training	8/28/2019	8/28/2019	\$250.00	Parent Gate Fund
Nancy Marty	USA Football-BHS-annual subscription-reimburse John Philipopoulos	8/28/2019	8/28/2019	\$99.00	BHS School Climate
Debbie/Linda Carlton	Tuff Shed-CHS-purchase 2 storage sheds for operation supplies	8/28/2019	8/28/2019	\$17,275.00	General Fund-Operations
Katherine Landa	XCStats.com-MHS-subscription fee for XCStats.com competition log	8/28/2019	8/28/2019	\$295.00	ASB Cross Country
Vanessa Castano	Datawatch Corporation-Financial Accounting Software subscription	8/29/2019	9/3/2019	\$3,110.25	General Fund-Fiscal Services
Araceli/Gabby Ilan	CDWG-Adult School-Laserjet printer for CTE Coordinator	8/29/2019	9/3/2019	\$675.22	Fund 11

Kirk Black	Fitness Instructor Service Agreement Contract-Megha Tiwari, Instructor-CHS-Wed. 3:40 to 4:40 p.m. 8/28/19-5/29/20	9/3/2019	9/5/2019	\$68 per hour	General Fund-HR
Kirk Black	Fitness Instructor Service Agreement Contract-Megha Tiwari, Instructor-MHS-Wed. 3:40 to 4:40 p.m. 8/13/19-7:30 to 8:30 a.m.	9/3/2019	9/5/2019	\$68 per hour	General Fund-HR
Ron Campana	StarVista Insights Adolescent Counseling Program-PHS-for the 19/20 School Year	9/3/2019	9/5/2019	\$60 hr an Average of 70 hrs per month	Title 1 Funds
Nancy Marty	Quizlet-BHS-online study tools for music class	9/3/2019	9/5/2019	\$35.99	Fund 01-BHS Music
Anna/Don Scatena	OnceHub-Middle College-website portal that allows parent and students to schedule appointments	9/3/2019	9/5/2019	\$900.00	General Fund-Middle College
Anna/Don Scatena	Children's Hospital Medical Center-annual license renewal fee for San Mateo Medical Center	9/3/2019	9/5/2019	\$300.00	General Fund-Special Education
Debbie/Linda Carlton	United Mechanical Inc.-SMH-troubleshoot phantom alarms which are occurring on the McQuay chiller	9/3/2019	9/5/2019	\$1,686.00	General Fund-Maintenance
Kirk Black	Fitness Instructor Service Agreement Contract-Jos Bols, Instructor-SMH-Wed. 3:40 to 4:40 p.m. 8/28/19 to 5/29/20	9/4/2019	9/5/2019	\$68 per hour	General Fund-HR
Kirk Black	Dana Sweeney, Instructor-BHS, HHS, MHS, SM Adult School-Wed. 3:40 to 4:40 p.m. 8/28/19 to 5/29/20	9/4/2019	9/5/2019	\$80 per hour	General Fund-HR
Debbie/Linda Carlton	Pacific Coast Trane Service-AHS-provide tracer programming work for the 2 new FCU's	9/5/2019	9/5/2019	\$5,434.00	General Fund-Maintenance
Araceli/Lori Parris	VANCO-Adult School-providing merchant service online for students to register for classes	9/5/2019	9/5/2019	up to \$3000	Fund 11
Amber/Carolyn Schwartzbord	Fusion Academy-pay for student attending Fusion Academy	9/5/2019	9/5/2019	\$11,925.00	General Fund-Special Education

Katherine Landa	Adobe-MHS-subscription fee for Adobe InDesign	9/5/2019	9/5/2019	\$105.00	ASB-Thunderbolt Newspaper
Nicole Donegan	United Coach Tours-HHS-buses for field trips 9/12 and 9/13	9/5/2019	9/5/2019	\$2,904.00	Field Trip Account

CONTRACT APPROVAL

To: Roberta Beeken

Date 8/15/2019

From: Imelda Gomez/Site Accounting Tech

Site: *Capuchino High School*

Number of Quotes/License Agreements: 2

Funding Source: IB

Reason for Proposal: Annual Subscription Fee for multiple subjects

Contract amount: *\$1,080 total (\$810 & \$270)*

Thank you,

Name: Martee Lopez-Schmitt
 Email: aschmitt@smuhd.org

Subscriptions

<i>Subject site</i>	<i>Teachers</i>	<i>Period</i>	<i>Expiry date</i>	<i>Price</i>
Biology Resubscription	5 teacher accounts	12 months	24 August 2020	270.00 USD
English A: Language & Literature Resubscription	5 teacher accounts	12 months	13 August 2020	270.00 USD
Environmental Systems & Societies New subscription	2 teacher accounts	12 months	13 August 2020	270.00 USD

Payment method

Total

810.00
USD

Plea receives only the amount stated above. If your credit card is charged more than this, it is due to fees levied by your bank or credit card company.

InThinking Subject sites
www.thinkib.net
mail@inthinking.co.uk


 8/16/19



Martee Lopez-Schmitt <aschmitt@smuhd.org>

Capuchino High School subscription to InThinking Subject Sites.

1 message

InThinking Subscriptions <mail@inthinking.co.uk> Tue, Aug 13, 2019 at 12:51 PM
Reply-To: InThinking Subscriptions <mail@inthinking.co.uk>, InThinking Subscriptions <subscriptions@inthinking.co.uk>
To: Martee Lopez-Schmitt <aschmitt@smuhd.org>
Cc: InThinking Subscriptions <subscriptions@inthinking.co.uk>, InThinking Support <support@inthinking.co.uk>, Karin Wakeham <karinw@inthinking.co.uk>, Dellie Wakeham <delliew@inthinking.co.uk>

Thank you for subscribing to InThinking Subject Sites.

Activating your subscription:

Paste the school activation code in both username and password fields. This will log you in as the account manager and take you to the account settings page. To access the site, you need to set up teacher accounts. To do this, click *Teacher accounts* in the left hand column.

Order details

Date: 13 August 2019

School

Name: **Capuchino High School**

IB Code: IB001477

Tax / Id Number: 94-2700-919

VAT number:

Address:

1501 Magnolia Ave.

94066 - San Bruno

USA

Billing details

Name: **Capuchino High School**

Address:

1501 Magnolia Ave.

94066 - San Bruno

USA

Account manager

Name: Martee Lopez-Schmitt
Email: aschmitt@smuhsd.org
Activation code: 34QJVQ2QVK

Subscription

Subject site	Teachers	Period	Expiry date	Price
Psychology Resubscription	1 teacher account	12 months	24 August 2020	270.00 USD

Payment method

Visa / MasterCard

Total

270.00 USD

Please note that InThinking receives only the amount stated above. If your credit card is charged more than this, it is due to fees levied by your bank or credit card company.



InThinking Subject sites
www.thinkib.net
mail@inthinking.co.uk

**MHS
CONTRACT APPROVAL
(Under 25K)**

To: Roberta Beeken

Date: August 14, 2019

From: Katherine Landa

Site: Mills High School

Number of Quotes: 1

Funding Source: General Fund - Admin

Reason for proposal: School datebooks for current school year

Total Contract: \$428.26

Please approve the attached proposed costs from School Datebooks.

Thank you

2019 Steamboat 5.5x8.5 Contract

2880 U.S. Hwy. 231 S.
Lafayette, IN 47909-2874
Phone: (800) 705-7526
Fax: (765) 471-8874

Order online @ schooldatebooks.com

School Mills High School 400 Murchinson Dr. Millbrae, CA 94030	Administrator Mr. Pamela Duszynski, Principal Phone: (650) 558-2599 Fax: (650) 652-1029 Email: jagomez@smuhdsd.org	Contact Ms. Maurine Seto, Staff Assistant Phone: (650) 558-2504 Cell/Summer Number: _____ Email: mseto@smuhdsd.org	Date: 8/14/2019 Sales Rep: Greg Newcomb greg@sdiinnovations.com CSR: Amanda Garner amanda.garner@sdiinnovations.com
--	--	--	---

Billing and Shipping *Ischla x*

Bill To PO#: Mills High School Ms. Maurine Seto 400 Murchinson Dr. Millbrae, CA 94030 United States Email: mseto@smuhdsd.org	Ship To Mills High School Ms. Maurine Seto 400 Murchinson Dr. Millbrae, CA 94030 United States Email: mseto@smuhdsd.org	Desired Delivery Date: _____ Earliest Delivery Date: _____
---	---	---

No deliveries prior to 5/1/2019. To ensure on-time delivery, we will ship 7-10 days before your Earliest Delivery Date (EDD), if all deadlines are met. It is possible that your books may arrive before your Desired Delivery Date (DDD). Please take this into account when selecting your dates and make sure the facilities are open and able to accept delivery at this time. A 1-week window between the EDD and DDD is required.

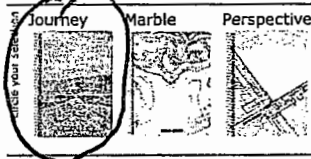
Product	#Books	#Pages	Cost/Book	Base Cost
Steamboat 5.5x8.5	200	0	\$1.75	\$350.00

Discounts *Discounts do not apply to three-year contracts

4% Discount per year with a three-year contract	\$350.00	x	0.00	\$0.00
4% Discount for contracts received by 10/19/18*	\$350.00	x	0.00	\$0.00
3% Discount for contracts received by 12/14/18*	\$350.00	x	0.00	\$0.00
2% Discount for contracts received by 4/5/19*	\$350.00	x	0.00	\$0.00
1% School District Discount	\$350.00	x	0.00	\$0.00

Cover Options *orders <250 will incur a per book enhancement fee; minimums apply

Custom PolyFusion™	100% custom, full-color front and back covers - highest durability	\$0.50	x	0	\$0.00
Custom Cardstock	High value, full-color, laminated cardstock front cover	\$0.20	x	0	\$0.00
Spirit	Durable cardstock; Make it your own with your school color, then add school name and logo.	\$0.10	x	0	\$0.00
Plastic Window	Artistic designs on PolyFusion™. School name will appear if handbook is added.	\$0.25	x	0	\$0.00
Personalized Cardstock	Personalized cardstock covers featuring your school name and logo in black ink	\$0.00	x	0	\$0.00
Standard Cardstock	Durable cardstock covers in your choice of 3 stock-image designs	\$0.00	x	200	\$0.00



Circle Your Design Selection
Journey cover design includes the following:
LIFE IS ABOUT THE JOURNEY NOT THE DESTINATION

Enhancements *orders <250 will incur a per book enhancement fee; minimums apply

Vinyl pocket page	\$0.20	x	0	\$0.00
Stickers (per sheet)	\$0.20	x	0	\$0.00
Card-stock hall pass	\$0.10	x	0	\$0.00

Accessories

This Week Marker (Minimum order of 25)	\$0.20	x	0	\$0.00
Teacher Lesson Plan and Grade Book (Minimum order of 25)	\$3.95	x	0	\$0.00

Sub-Total* **\$350.00**

Shipping and Handling: 12% , Minimum \$25, Rate applies to contiguous US/Canada only. Int'l rates may vary. **\$42.00**
Sales Tax: 0.092500 Exempt#: **\$36.26**

* Net 30 (Net due within 30 days from invoice date)
* Sales tax will be added if applicable
Total (USD) \$428.26

* Exchange policy: Custom orders (which includes handbook, personalized/custom cover, or any enhancements) cannot be exchanged. Non-custom orders can be exchanged for a different product at school's shipping expense. (Shipping must be via traceable method within 30 days of receipt.) No returns.

Buyer understands that handbook material and cover artwork are to be provided to School Datebooks, Inc. ("SDI") in the formats specified and within the deadlines provided in order to guarantee delivery by the desired delivery date. Failure to follow these guidelines may result in delivery delays and/or additional costs to the Buyer. Buyer understands that datebook and cover change requests after submission may result in additional costs and that quantity changes may result in a different per unit cost. Redelivery fees may apply if buyer is unable to accept delivery during the agreed upon delivery window. Cancelled contracts will be subject to a charge of 15% of the contract total or the total of all costs incurred as of the date of cancellation, whichever is greater. Buyer understands that when purchase orders are required, the buyer will be responsible for delivering the purchase order to SDI. In the event that invoices are not paid when due, Buyer will be responsible for any expenses, including reasonable legal fees, incurred by SDI in attempt to collect the balance due. Buyer represents and warrants to SDI that it owns or has the right to use and reproduce any and all trademarks, logos, images or other materials reproduced in this product. Buyer will be responsible for securing any required licenses and/or paying any and all licensing fees that may be due. Buyer agrees to indemnify and hold SDI harmless from and against any and all liability related to the use and reproduction of such items. As a representative of the Buyer, I understand and agree that I have authority to sign this contract and that this contract will remain in effect in the event that I leave my position prior to the completion of the contract.

In the event that an item on this contract is impacted by tariffs, SDI may impose a surcharge in the amount of the tariff. SDI will notify you if your order will be impacted.

☒ **One-Year Contract**
We agree to purchase datebooks from School Datebooks for the year of 2019-2020.

☐ **Three-Year Contract**
We agree to purchase datebooks from School Datebooks for the years of 2019-2020, 2020-2021, 2021-2022 at a 4% discount per year. The three year contract also "locks" into our current price grid for the length of the contract.* (*Shipping rate subject to change after initial year.)

8/16/19
Date
Signed (School Administrator)
Title

Please remember to indicate your cover selection.

CONTRACT APPROVAL

**To: Roberta Beeken
2019**

Date: August 15,

From: Nancy Marty

Site: Burlingame High School

Number of Quotes: 1

Funding Source: 95 Fund – Class of 2020

Reason for proposal: BHS Winter Formal

Total Contract: \$8,500.00

Please approve the attached proposal from The Event Group for the BHS Winter Formal on Saturday, January 25, 2020.

**Thank you,
Nancy Marty x2820**

EVENT AGREEMENT

TRANSACTION DATE: MAY 30, 2019 DATE OF EVENT: JANUARY 25, 2020 [SAT]

CLIENT: BURLINGAME HIGH SCHOOL

ADDRESS: 1 MANGINI WAY, BURLINGAME CA 94010

SCHOOL PHONE: 650.558.2899 [FAX]: 650.558.2852

ORGANIZER: MR. ERIK BENNETT

FUNCTION: WINTER FORMAL

ARRIVAL TIME: 8:00 PM EVENT TIME: 8:00 - 11:00 PM INITIALS _____

ATTENDANCE: UP TO 700 MINIMUM GUARANTEE: 500

COST: \$17.00 PER STUDENT

Your event includes:

- THREE HOURS EXCLUSIVE USE OF BAYVIEW ROOM AT CSM
- DISC JOCKEY (OF YOUR CHOOSING) WITH LIGHT SHOW
- SWEET & SALTY SNACKS
- TABLES, CHAIRS, LINENS
- FLORAL CENTERPIECES
- COAT CHECK BAGS
- ADDITIONAL INSURANCE (Required by the Facility)
- ALL SET UP AND CLEANING
- EVENT GROUP HOST, STAFF AND SECURITY

FINAL COUNT IS DUE BY 1/17/20. Any count given after this date will be charged a 10% surcharge.

NON-REFUNDABLE DEPOSIT & PAYMENTS:

Deposit: \$5,000.00 on or before 09/15/19

Deposit: \$ N/A

1/2 Final Min. Balance: \$1,750.00 on or before 12/20/20
(Event Group SF reserves the right to cancel any event if half the minimum balance due is not received one week prior to the event date.)

Final Min. Balance: \$1,750.00 on or before 2/10/20
(Based on minimum guarantee only – payment for all guests due)

Two chaperones per 100 students are complimentary. Any additional people brought by your group, including service vendors, must be paid for. Cancellation policy: All deposits and payments are non-refundable.

Please make checks payable to: "TOTAL EVENT SF".

THIS AGREEMENT IS SIGNED AND THEREBY ACCEPTED ON: _____

BY:  TITLE: _____
8/16/19

EVENT AGREEMENT

EVENT CONTRACT TERMS FOR LAND & WATER BASED VENUES

1. The selling, disposing or dispensing of all food, beverage, and services is reserved to Event Group SF. The client will make no arrangements for the selling, disposing or dispensing of any food, beverage or services with anyone but Event Group SF
2. Client hereby agrees that no guest or agent shall bring on the premises any article of an inflammable nature, explosives, firearms, illegal substances, or articles of a dangerous or damaging nature. Client shall be liable for all damage resulting therefrom. Event Group SF reserves the right to have confiscated all such articles brought in.
3. A guest count shall be made at the entrance and must be accepted as final. All guests must be paid for. Client shall not carry guests in excess of stated limit for the facility.
4. Client agrees to indemnify and hold The Event Group harmless from any and all liability, loss or damage client may suffer as a result of cancellation or interference with client's scheduled event, other than the willful actions of Event Group SF
5. Any misconduct, illegal gambling, possession of unauthorized alcohol, or illegal substances will not be tolerated and an immediate termination to the event will be ordered by an Event Group representative, in which event client shall be responsible for full payment of event.
6. Client shall pay the replacement value of all property and equipment lost or stolen and the cost of repairing all damages to the facility, its furnishings, equipment, etc. caused by client, its agents or guests.
7. Event Group SF shall not be responsible for any injury suffered by the client, its agents or guests either in person or in property other than by reason of the negligence or willful misconduct by any person or persons employed directly by Event Group SF on the premises. Event Group SF shall further have no responsibility for loss or damage to the personal property of client, its agents or guests.
8. Student groups under 18 years of age must be chaperoned by parents, faculty or staff members. Event Group SF reserves the right to refuse admittance to the facility to any guest or agent of the client at The Event Group, Inc's sole discretion.
9. Event Group SF is not responsible for fire, damage, or loss whatsoever to any vehicle while patron is attending event. Further, Event Group SF is not responsible for any personal injuries sustained in the parking areas adjacent to or provided for by the event location.
10. All terms and payment deadlines must be adhered to unless written approval permitting alterations, inclusions or exclusions has been authorized by Event Group SF.
11. The parties agree that in the event that client were to cancel this contract with less than twelve (12) months prior written notice from the contracted date, Event Group SF would sustain damages, costs and lost profits in an amount which is difficult to calculate or ascertain. Therefore, should client cancel the contract and/or event with less than twelve (12) months prior written notice to Event Group SF, then client's deposit and minimum guarantee payments as called for in this agreement shall be retained and/or collected by Event Group SF, as liquidated damages for client's failure to timely cancel the event. In addition, should client make any changes to the event date and/or time of the event, less than fifteen (15) days prior thereto, client shall be responsible to compensate Event Group SF for all production costs, vendor cancellation fees, venue cancellation fees as well as legal charges and any and all additional costs that may be associated with such change.
12. This agreement represents the final and complete agreement for the rental of the facility and all prior written and oral agreement with respect to the rental of the facility are superseded by this agreement. Any modification or addition to this agreement must be in writing and signed by both parties.

Event Group SF, being independent of all land-based facilities and vessel owners, carries full liability protection for its patrons.

Event Group SF is merely a ground operator/broker that provides contractual services on land-based facilities and chartered vessels of various companies. Event Group SF thereby being an intermediary is operating under and legally bound to terms of the facility and vessel owner/operator.

PLEASE INITIAL TO ACKNOWLEDGE YOU HAVE READ AND AGREE TO ALL TERMS & CONDITIONS: INITIALS

Senior Class Cabinet Meeting

Date:	August 14th	Time:	8:30	Location:	Mr. B's Room
-------	-------------	-------	------	-----------	--------------

Attendance (Senior Cabinets 2018 & 2019)

2019

x	Jeffery Chen, Pres.	x	Anya Smith, VP	x	Kat Rally, Secty
x	Lily Potter, Treasurer	x	Polina Zamalin, CC	x	Mr. Bennett, Adv
x	Sydney Kong, CH				

Approval of Minutes:

Motion:	Jeffery	Second:	Sydney	Vote:	6/0
---------	---------	---------	--------	-------	-----

Discussion Items:

Topic	Who	Timeline
<ul style="list-style-type: none"> - Senior Sunrise - Open PO in Mr. Bennett's name, Amazon, Office Depot - Shirts - Winter Formal Contract 	All of Us Kat	

Treasury:

Treasurer will go over any recent transactions or account activity.

Items	Adjustments	Balance
Approximate starting balance		\$25,000

Business Office Items:

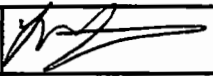
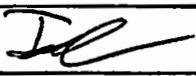

Items to be submitted to the Business Office.

	Motion	Second	Vote (yea - nay)
Motion to approve the opening of a PO to Amazon in the amount of \$500 for supplies for activities.	Jeffery	Kat	6-0
Motion to approve the opening of a PO to Office Depot in the amount of \$500 for supplies for activities.	Jeffery	Kat	6-0

Motion to approve the opening of a PO to Erik Bennett in the amount of \$500 for reimbursement for supplies for activities.	Jeffery	Kat	6-0
Motion to approve the purchase of 400 cups for senior sunrise.	Jeffery	Kat	6-0
Motion to approve reimbursement for cups for senior sunrise in the amount of \$38.54, payable to Erik Bennett	Jeffery	Kat	6-0
Motion to approve the purchase of 360 shirts from Custom Ink for the senior class - cost approximately \$9/shirt.	Jeffery	Kat	6-0
Motion to approve reimbursement for shirts for seniors in the amount of \$3,240, payable to Erik Bennett	Jeffery	Kat	6-0
Motion to approve purchase of Starbucks travelers for senior sunrise @ appoximately \$100 - Mr. Bennett to purchase and get reimbursed.	Jeffery	Kat	6-0
Motion to approve contract and open PO with with the Event Group for Winter Formal 2020 at \$17.00/student with a minimum of 500 students (\$8500 minimum)	Jeffery	Kat	6-0

Adjournment: 9:30 AM

Signatures:

Name:			
Title:	Treasurer	President	Advisor

To Be Done (Eventually)

Organize files and cabinets		

CONTRACT APPROVAL

To: Roberta Beeken

Date: 8/15/19

From: Nicole Donegan HHS

Site: HHS

Number of Quotes: 1

Funding Source: MTSS/GS – Climate Account

Reason for proposal: 7 Annual Subscriptions to online scheduling program

Total Contract: \$1050

Please approve the attached proposals from OnceHub

Thank you!



CUSTOMER INVOICE

Hillsdale High School (smuhsd.org)
3115 Del Monte Street
SAN MATEO CA 94403
USA

Invoice Date
Aug 12, 2019

Invoice Number
INV-1280

OnceHub Inc.
340 S Lemon Avenue
#5585
WALNUT CA 91789
UNITED STATES
Tel: +1 650-206-5585
Email:
billing@oncehub.com

Description	Quantity	Unit Price	Amount USD
ScheduleOnce Professional plan - Annual subscription; 17th August 2019 - 16th August 2020	7.00	150.00	1,050.00
Subtotal			1,050.00
TOTAL USD			1,050.00

Due Date: Sep 30, 2019

Thank you for your business

Payment options:

1) Pay via ACH to our US Bank account:

Silicon Valley Bank
Routing Number: 121140399
Checking Account Number: 3302419621

2) Pay via check sent to the address listed above

3) Pay online using the Paypal link below

A handwritten signature in black ink, followed by the date '8/20/19' written vertically.

Products included in this invoice are subject to the OnceHub Master Service Agreement and Privacy policy:
<https://www.oncehub.com/legal/master-service-agreement>
<https://www.oncehub.com/legal/application-privacy-policy>

If you have any questions about this invoice, please contact us.

Email: billing@oncehub.com

Phone:
USA: 800.505.5257
Int: +1.650.206.5585
Non-stop 24/7 support

CONTRACT APPROVAL
(Under 25K)

To: Kevin

Date: August 13, 2019

From: Debbie Arobio/Linda Carlton

Site: *Burlingame and Capuchino High Schools*

Number of Quotes: 1

Funding Source: *General Fund - Maintenance*

Reason for proposal: *To provide labor and parts to re-insulate HVAC for:*

- ⤴ *Burlingame HS boiler room heat exchanger piping = \$1,840.00*
- ⤴ *Capuchino HS gym hydronic line piping at shaft = \$950.00*

Total Contract: \$2,790.00

Certificate of Insurance (on file): 16246807

Please approve the attached estimate from Performance Contracting, Inc.

Thank you,

Debbie

CONTRACT APPROVAL
(Under 25K)

To: Kevin

Date: August 13, 2019

From: Debbie Arobio/Linda Carlton

Site: New Peninsula High School

Number of Quotes: 1

Funding Source: General Fund - Security

Reason for proposal: To re-program and take over the existing fire alarm system with monitoring.

Total Contract:

\$170.00 - Programming Fee

\$180.00 - Monitoring for 2 months

\$350.00

Certificate of Insurance (on file): 807831728

Emergency PO#: HINK2ER08132019

Please approve the attached estimate from Hue & Cry, Inc.

Thank you,

Debbie





Hue & Cry, Inc. (Corporate Office)
1751 Bruce Drive
Anderson, CA 96007
Tel: 1(800)762-3196 Fax: 1(530)365-8273

Proposal

ER PO # Hink 2 ER 08132019

Client Information

SMUHSD
860 HINKLEY ROAD
BURLINGAME CA 94010

Proposal Number 43306
Date 8/6/2019
Salesperson NATALIE SANTOS

Qty	Description
2	LABOR ON FIRE ALARM SYSTEM

Total This Proposal \$170.00

TAKEOVER OF EXISTING FIRE ALARM SYSTEM FOR MONITORING

TERMS

PROGRAMMING FEE: \$170.00
MONITORING ON PHONE LINES: \$90.00 PER MONTH $\times 2 = 180.00$
CONTRACT: MONTH TO MONTH

CLARIFICATIONS:

-FIRE ALARM SYSTEM REQUIRES 2 PHONE LINES FOR MONITORING, 1 DEDICATED & 1 BACK UP LINE.
PHONE LINES MUST BE STANDARD POTS LINES, NO VOIP. ACTIVATION REQUIRED BEFORE HUE & CRY INC. CAN COME OUT TO PROGRAM SYSTEM TO BE MONITORED.
-NO WARRANTY ON SYSTEM, ANY REPAIRS WILL BE QUOTED FOR PARTS + LABOR.
-IF SYSTEM IS MONITORED FOR LONGER THAN 1 YEAR, INSPECTION OF SYSTEM WILL BE REQUIRED FOR AN ADDITIONAL FEE.

IF YOU ACCEPT THIS BID PLEASE PRINT/SIGN/DATE & RETURN TO N.SANTOS@HUEANDCRY.COM
CONTRACT WILL BE DRAFTED AND SENT OVER SIGNATURE ONCE PROPOSAL IS RECEIVED.
SCHEDULING CAN BE DONE ONCE PHONE LINES ARE CONFIRMED ACTIVE.

THANK YOU!

Please print name here



Please sign name here

8/20/19

Date Approved



Western Governors University

4001 South 700 East, Suite 700, SLC, UT 84107

STUDENT TEACHING LETTER OF AGREEMENT - CALIFORNIA

Tier 1: Primary Partner

This Student Teaching Letter of Agreement (Agreement) is made between Western Governors University, a Utah nonprofit corporation (WGU), and San Mateo Union High School District ("District"), and is effective as of the date of the last signature below ("Effective Date").

Thank you for working with Western Governors University (WGU) for the placement of student teachers. Our goal is to establish a relationship of collaboration that benefits your district/school and WGU Teacher Candidates, and that allows us to work together for continuous improvement. We look forward to working together for the benefit of your future educators.

WGU is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU), and the WGU Teacher Education programs are further accredited by the Council for the Accreditation of Educator Preparation (CAEP). WGU represents that each Teacher Candidate assigned to the District for Student Teaching is validly enrolled in an approved WGU credentialing program and meets the District's background requirements.

A. Definitions

For the purposes of this Agreement, capitalized terms will have the following meanings:

- Teacher Candidate refers to a student enrolled in a WGU program leading to an education credential.
- Cooperating Teacher (or host teacher) refers to a district employee who is the teacher-of-record in the classroom where the Teacher Candidate is assigned. A Cooperating Teacher may or may not be a Clinical Supervisor.
- Clinical Supervisor refers to a present or former employee of District, retired educator, or any other individual meeting the criteria of "supervisor" established by WGU for this position, and engaged by WGU or District, to supervise a Teacher Candidate's progress during a minimum of six observations. WGU shall be responsible for the selection, assignment, training, and compensation of Clinical Supervisors. WGU welcomes nominations of Clinical Supervisors by the District/school.
- Preclinical Experience refers to the active participation by a Teacher Candidate in a wide range of in-classroom experiences in order to develop the skills and confidence necessary to be an effective teacher and prepare for Student Teaching. Students reflect on and document at least 75 hours of in-classroom observations (15 hours of which must involve direct engagement with students in a classroom) leading up to Student Teaching.
- Student Teaching (or demonstration teaching) refers to the greater of the then-current WGU full-time and continuous requirement in California (currently 13 weeks, or 16 weeks for special education) or the State's and/or District's minimum requirement for Student Teaching. Student Teaching shall satisfy all applicable WGU and State requirements.
- Field Experience refers collectively to the Preclinical Experience and Student Teaching.

B. Mutual Expectations

A Primary Partner is a district/school where WGU places Teacher Candidates for a Field Experience with Cooperating Teachers, with an aim to co-construct a mutually beneficial arrangement for clinical preparation and the continuous improvement of Teacher Candidates, and to share accountability for Teacher Candidate outcomes. The school administrator and Cooperating Teacher will have the opportunity to provide critical feedback to inform program improvement through surveys at the end of each cohort and may receive an invitation to participate in an annual focus group.

C. Cooperating Teacher Standards

District, with the input of WGU, will provide the Teacher Candidate with a Student Teaching assignment in a school and classes of District under the direct supervision and instruction of a Cooperating Teacher that meets the following minimum requirements:

- Has documented completion of training/professional development equivalent to 10 hours that includes: a two-hour orientation to the program curriculum, and eight hours of training in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, as required by the California Commission on Teacher Credentialing (CTC);
- Holds a clear credential in the content area in which the Cooperating Teacher is providing supervision;
- Has a minimum of three years of teaching experience (five years preferred) of content area K-12 teaching experience, with two or more years teaching in the current school, and has demonstrated exemplary teaching practices as determined by the employer and the preparation program;
- Demonstrates a positive impact on student learning in the classroom;
- Demonstrates ability to serve as a positive role model and mentor;
- Demonstrates actions related to leadership qualities and collaborating with others;
- Has successfully and with positive impact mentored teacher candidates, colleagues, and/or adults;
- Uses a computer to correspond with WGU staff and complete online evaluation forms; and
- Models consistently the dispositions and ethical considerations expected of WGU Teacher Candidates:
 - caring and considerate
 - affirming of diversity and cross-culturally competent
 - a reflective practitioner
 - equitable and fair
 - committed to the belief that all students can learn
 - collaborative
 - technologically proficient
 - professional in leadership

D. WGU Responsibilities

WGU will:

- Select qualified Teacher Candidates who have been prepared with the appropriate educational background, knowledge, skills, and professional disposition to participate in Field Experiences.
- Pay an honorarium per Teacher Candidate, either directly to the Cooperating Teacher or to the District, for the Cooperating Teacher's services. The Cooperating Teacher may also receive professional development hours connected to the successful completion of WGU Cooperating Teacher training.
- Require Teacher Candidates to have completed a background check acceptable to District prior to participating in Field Experience activities.
- Provide opportunities for feedback regarding improvement of WGU Teacher Candidate preparation.
- Provide professional development training to Cooperating Teachers regarding WGU processes and procedures.

- Maintain an online site for support, resources, and training for Cooperating Teachers.
- Facilitate a Cohort Seminar in which Teacher Candidates will participate with a community of peers to receive support during Student Teaching and the final performance assessment.

E. District Responsibilities

District, or school administrator, will:

- Nominate one or more qualified Cooperating Teacher(s) by providing a completed copy of the Student Teacher Acceptance Form to the WGU Field Placement Team.
- Allow the Clinical Supervisor access to the host school and classroom for the specific purpose of observing Teacher Candidates. Clinical supervision may include an in-person site visit, video capture, or synchronous video observation.
- Provide Teacher Candidates with any District policies and procedures to which they are expected to adhere to during the Field Experience and while on District premises.
- Through the involvement of the Cooperating Teacher, participate with the Clinical Supervisor and Teacher Candidates in two evaluations: one mid-way through Student Teaching, and a Final Evaluation at the end of Student Teaching. WGU shall be responsible for the format of the evaluations.
- Provide Teacher Candidates opportunities to observe, assist, tutor, instruct, implement effective teaching strategies, and conduct research, as appropriate, during the Field Experience.
- Provide, when possible, opportunities for Teacher Candidates to use technology to enhance student learning and monitor student progress and growth.
- Provide, when possible, opportunities for Teacher Candidates to experience working with diverse student populations including English Language Learners and Students with Exceptional Learning Needs.
- Require Cooperating Teachers to complete and document training/professional development equivalent to 10 hours that includes: a two-hour orientation to the program curriculum, and eight hours of training in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, as required by the California CTC.
- Encourage Cooperating Teachers to participate annually in WGU's Evaluation Form Calibration.
- Encourage administrators and Cooperating Teachers to participate in WGU's Feedback Surveys (offered at the end of the Spring and Fall Cohorts) to report on Teacher Candidate quality and preparation and to provide program feedback to WGU for continuous improvement.

F. Additional Terms

- **Term.** This Agreement shall commence on the Effective Date and shall continue for three (3) years from the Effective Date, or until such time as either party gives the other party thirty (30) days advance written notice of its intent to terminate the Agreement; provided, however, that all Teacher Candidates at District as of the date of such notice shall be permitted to complete their Student Teaching.
- **Points of Contact.** Each party shall designate a point of contact between the parties for communication and coordination of Student Teaching. Contact information is set forth following the signature block.
- **Education Records.**
 - District acknowledges that the education records of assigned Teacher Candidates are protected by the Family Educational Rights and Privacy Act (FERPA), and agrees to comply with FERPA and limit access to those employees or agents with a need to know. Pursuant to FERPA, and for the purposes of this Agreement, WGU hereby designates District as a "school official" with a legitimate educational interest in such records.
 - WGU shall instruct Teacher Candidates of the necessity of maintaining the confidentiality of all District student records. District shall not grant Teacher Candidates or WGU employees access to

individually identifiable student information unless the affected student's parent or guardian has first given written consent using a form approved by District that complies with FERPA and other applicable law.

- **Video Recordings.** During Student Teaching, Teacher Candidates may be required to submit video recordings of their classroom teaching performance (recordings). Such recordings are designed to assist Teacher Candidates in improving their instruction and allow WGU to evaluate Teacher Candidate performance. Although student images may appear in the recordings, the primary focus is on the instruction and not the students or other adults in the classroom. The recordings will not be made public and will be uploaded to a secure site to be scored by WGU evaluators. WGU will instruct Teacher Candidates: (i) on appropriate protocol to submit recordings for evaluation; (ii) that no part of the recordings should be used for any personal or professional purposes outside of performance evaluation; and (iii) that recordings be destroyed once the evaluation is completed. District understands that Teacher Candidates are not employees or agents of WGU and that any further precautions regarding the privacy of District's students should be agreed directly between the District and Teacher Candidates.
- **Right to Accept or Terminate a Placement.** District may refuse to accept for placement, or may terminate the placement, of any Teacher Candidate based upon its good faith determination that the Teacher Candidate is not meeting performance standards or is otherwise deemed unacceptable to District. In such cases, District shall notify WGU in writing and shall state the reasons for such decision.
- **WGU Insurance.** WGU warrants and represents that it provides and maintains general liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate and, upon District's request, shall provide a certificate of insurance as evidence of coverage. WGU shall maintain, at its sole expense, workers' compensation insurance as required by law.
- **Professional Liability Insurance.** Teacher Candidates will be responsible for procuring and maintaining, at their own expense, professional liability insurance for the duration of the Field Experience with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate.
- **Workers' Compensation.** The University and the District shall each maintain workers' compensation coverage applicable to their respective employees. The University agrees to maintain workers' compensation coverage for credential candidates to which this Agreement applies, and such coverage will be the only such coverage applicable to such credential candidates. By virtue of the coverage provided by the University, the District will also be considered to have secured payment of compensation for such individuals as provided in subd. (d) of section 3602 of the Labor Code.
- **Status of Parties.** Nothing in this Agreement is intended to or shall be construed to constitute an agency, employer/employee, partnership, or fiduciary relationship between the parties.
- **Non-Discrimination.** Both parties agree to fully comply with all applicable non-discrimination laws of District's state and municipality, and of the United States. Both parties will accept, assign, supervise and evaluate qualified Teacher Candidates regardless of race, sex, sexual orientation, creed, national origin, age, disability, Vietnam-era veteran status, or any other basis protected by law.
- **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes all prior oral or written agreements, and no modification shall be valid unless in writing and signed by both parties. No Teacher Candidate or other third party shall be a beneficiary of or have any right to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

WGU

By: Carrie A. Pottinger
Carrie A. Pottinger (Aug 16, 2019)

Title: Sr. Manager, Field Experience, Teachers College

DISTRICT

By: [Signature]

Title: _____

8/20/19

Aug 16, 2019
Date: _____

Point of Contact:

Email: fieldplacement@wgu.edu

Phone: 866-889-0132 (Option 1)

For legal notices:

General Counsel

Western Governors University

4001 South 700 East, Suite 700

Salt Lake City, UT 84107-2533

Date: _____

Point of Contact:

Email:

Phone:

For legal notices:

ORDER FORM

Reg 1849

Terms

1. All orders must be accompanied by one of the following: a) An official purchase order from the school or district; b) an order placed on official school letterhead and signed by the principal, superintendent, or purchasing official.
2. H.R. Graphics, Inc. is not responsible for delays in shipping or receipt of order due to strikes, shortages, or any other reasonable causes beyond its control.
3. Errors resulting from inadequate proofing or materials submitted are not the fault of H.R. Graphics, Inc.
4. Invoices are sent the first business day following shipment and are due 30 days from the invoice date. A finance charge of 1.5% per month (18% annual) will be applied to the total unpaid balance after 30 days.
5. Cancellation after this order form is processed will still hold the customer liable for any actual costs in preparation and/or production of the order (A minimum of 20% of your total).

School Information

School San Mateo Union High School
Name Elsa Pulido Title _____
Address 650 N. Delaware Street City San Mateo State CA Zip 94401
Phone 650-558-2226 Fax _____ Summer Phone _____
Signature _____ Date _____

Proof Contact Person— ALL PROOFS WILL BE FAXED UNLESS OTHER ARRANGEMENTS ARE MADE.

Name Elsa Pulido Title _____
Address _____ City _____ State _____ Zip _____
Phone epulido@smuhd.org Fax _____ Summer Phone _____
Signature _____ Date _____

Alternate Proof Contact

Name _____ Phone _____ Fax _____

Bill To

School _____ Attn _____
Address _____ City _____ State _____ Zip _____

Purchase Order # _____ Please Check If Purchase Order is Not Required ☐

Order Information

Color — ☐ One Color (Please Specify) ☒ Two Color — Primary Black (text & logos) Secondary Teal

Covers — ☐ Standard 14.5" X 23" ☐ Extra Large 17" X 25"
Border — Check One Only ☐ Presidential ☐ Anti-Drug ☐ Dinosaur ☐ No Border

Folders Qty. 1,500 X Per/Each \$0.65 = \$975.00

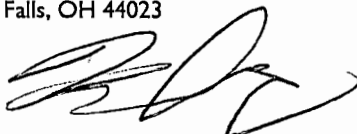
Assignment Books ☐ 5.5" X 8.5" ☐ 8.5" X 11"
Qty. _____ X Per/Each _____ = _____
School rules: # of pages _____ X \$0.06 X Qty. _____ = _____
Typesetting Rules: # of pages _____ X \$20 = _____

Planners ☐ 5.5" X 8.5" ☐ 8.5" X 11"
Qty. _____ X Per/Each _____ = _____
School rules: # of pages _____ X \$0.06 X Qty. _____ = _____
Typesetting Rules: # of pages _____ X \$20 = _____

Mail Order Form To: Please allow 4-6 weeks for delivery.

H.R. Graphics, Inc., 16750 Park Circle, Chagrin Falls, OH 44023
(800) 825-0505 • Fax (440) 708-1980

TOTAL \$975.00



8/20/19

ORDER FORM

Reg 1849

Terms

1. All orders must be accompanied by one of the following: a) An official purchase order from the school or district; b) an order placed on official school letterhead and signed by the principal, superintendent, or purchasing official.
2. H.R. Graphics, Inc. is not responsible for delays in shipping or receipt of order due to strikes, shortages, or any other reasonable causes beyond its control.
3. Errors resulting from inadequate proofing or materials submitted are not the fault of H.R. Graphics, Inc.
4. Invoices are sent the first business day following shipment and are due 30 days from the invoice date. A finance charge of 1.5% per month (18% annual) will be applied to the total unpaid balance after 30 days.
5. Cancellation after this order form is processed will still hold the customer liable for any actual costs in preparation and/or production of the order (A minimum of 20% of your total).

School Information

School San Mateo Union High School
Name Elsa Pulido Title _____
Address 650 N. Delaware Street City San Mateo State CA Zip 94401
Phone 650-558-2226 Fax _____ Summer Phone _____
Signature _____ Date _____

Proof Contact Person— ALL PROOFS WILL BE FAXED UNLESS OTHER ARRANGEMENTS ARE MADE.

Name Elsa Pulido Title _____
Address _____ City _____ State _____ Zip _____
Phone epulido@smuhsd.org Fax _____ Summer Phone _____
Signature _____ Date _____

Alternate Proof Contact

Name _____ Phone _____ Fax _____

Bill To

School _____ Attn _____
Address _____ City _____ State _____ Zip _____
Purchase Order # _____ Please Check If Purchase Order is Not Required ☐

Order Information

Color — ☐ One Color (Please Specify) ☒ Two Color — Primary Black (text & logos) Secondary Teal

Covers — ☐ Standard 14.5" X 23" ☐ Extra Large 17" X 25"
Border — Check One Only ☐ Presidential ☐ Anti-Drug ☐ Dinosaur ☐ No Border


Folders Qty. 500 X Per/Each \$0.85 = \$425.00

Assignment Books ☐ 5.5" X 8.5" ☐ 8.5" X 11"
Qty. _____ X Per/Each _____ = _____
School rules: # of pages _____ X \$0.06 X Qty. _____ = _____
Typesetting Rules: # of pages _____ X \$20 = _____

Planners ☐ 5.5" X 8.5" ☐ 8.5" X 11"
Qty. _____ X Per/Each _____ = _____
School rules: # of pages _____ X \$0.06 X Qty. _____ = _____
Typesetting Rules: # of pages _____ X \$20 = _____

Mail Order Form To: Please allow 4-6 weeks for delivery.
H.R. Graphics, Inc., 16750 Park Circle, Chagrin Falls, OH 44023
(800) 825-0505 • Fax (440) 708-1980

TOTAL \$425.00

 8/20/19

Service Agreement

This Service Agreement (the "Agreement") sets forth terms under which Creek Education Solutions, LLC ("Company") shall provide services to San Mateo Union High School District, (the "Client"). This Agreement is effective as of this 16th day of August, 2019.

1. **Scope of Services.** The Company is to provide the Client with the following services (the "Services"):

Professional Development

- 4 Full Day Sessions (Sept, Oct, Feb, April,) \$8,000.00

Professional Learning Community Facilitation

- 4 X 1 hour virtual sessions \$720.00

Travel and Supplies

- Travel (4 flights) \$1,200.00
- Uber/Parking \$250.00
- Supplies \$300.00

Totals:

- PD (4 days) \$8,000.00
- PLC (4 meetings) \$720.00
- District Coordination (4 X PLC w Program Specialists) \$720.00
- District Coordination (Sci & Math Lead SMUHSD) \$180.00
- Travel (4 flights) \$1,200.00
- Uber/Parking \$250.00
- Supplies \$300.00

2019-2020 service total \$11,370.00

2. **Compensation; Payment.** Client shall provide compensation to the Company at the rate shown in section 1 for the Services rendered. Company shall provide the Client with a monthly invoice for completed Services. Payment for the Services is due within 14 days of the date of the Company's invoice.

3. Term; Termination. This Agreement shall commence on August 16, 2019 and remain in effect until the Services are completed. This Agreement may be extended by mutual written consent of both parties. If either party seeks to terminate this Agreement, the terminating party must provide 30 days' notice to the other party.

4. Independent Contractor Status. The Company is serving as an independent contractor in providing the Services. Under this Agreement, the Company is neither an employee nor a partner of the Client.

5. Proprietary Information. All work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Company, and Client hereby assigns to the Company all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Client retains no right to use the Work Product and agree not to challenge the validity of the Company's ownership in the Work Product.

6. Notice. All notices required or permitted under this Agreement will be provided in writing and delivered to both parties.

7. Governing Law. The laws of the State of California govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, validity, performance, and enforcement.

8. Assignment; Delegation. The Client may not assign any of its rights under this Agreement or delegate any performance under this Agreement, except with the prior written consent of the Company. Any purported assignment of rights or delegation of performance in violation of this section is void.


9. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the parties.

Creek Education Solutions, LLC

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

San Mateo Union High School District

By: Kevin Skelly


Signature: 

Title: Superintendent

Date: 8/20/19

Creek Education Solutions

By: Wendy Creek

Signature: 

Title: Owner, Creek Education Solutions LLC

Date: August 16, 2019

CONTRACT APPROVAL
(Under 25K)

To: Kevin Skelly

Date: August 16, 2019

From: Araceli Pena/Cynthia Eagleton

Site: San Mateo Adult School

Number of Quotes: 1

Funding Source: Fund 11

Reason for proposal: Magazine subscription for 2019-2020.

Total Contract: \$60.00

Certificate of Insurance (on file):

Please approve the attached quote from Easy English Times.

Thank you,

A handwritten signature in black ink, appearing to read 'Araceli Pena', with a stylized, cursive script.

Araceli Pena

Easy English Times


P.O. Box 5614
Napa, CA 94581

Estimate

Date	Estimate #
7/29/2019	59

Name / Address
San Mateo Adult School 789 E. Poplar Ave. San Mateo, CA 94401

Project

Description	Qty	Rate	Total
Class set/ discount rate, 1 year/10 issues (hard copies). This is for 2 papers, if you need 2 "class sets" please tell us how many students in each class and I can re-do this estimate. Shipping & Handling 2 - 10 copies	2	10.00	20.00
		40.00	40.00
(The class set price is for mailing multiple copies to the same address. It saves you \$ over ordering individual copies. S&H is based on number of copies.) You need to let us know when you want the order to start. Aug./Sept. is combined for Back to School, out mid-August.			
			8/20/19
		Total	\$60.00



Fresh Lifelines for Youth

OPERATIONAL AGREEMENT BETWEEN FRESH LIFELINES FOR YOUTH, INC., AND PENINSULA HIGH SCHOOL

This Operational Agreement stands as evidence that the Fresh Lifelines for Youth, Inc., (“FLY”), and Peninsula High School (“PENINSULA”) intend to work together toward the mutual goal of providing maximum available assistance to Peninsula High School service clients. Given that Peninsula High School would like additional services for youth at-risk for delinquent behavior, and the lack of law-related education services for youth in the Peninsula High School area, both agencies believe that implementation of this proposal, as described herein, will further this goal. To this end, each agency agrees to participate in the program by coordinating/providing the following services:

FLY will closely coordinate the following services PENINSULA through the following:

General Description of Arrangements Between Agencies

Fresh Lifelines For Youth, Inc. shall provide a law-related education course for the youth attending PENINSULA. The target program participants are youth identified by school officials as at-risk for delinquent behavior and/or referred by the probation officers. The course will provide youth with practical information about laws relevant to their daily lives, a positive experience with the law and legal actors, an environment that fosters the cultivation of skills essential for positive youth development, and links to social services.

Specific Services Provided by FLY

Under the terms of this operational agreement FLY will:

- 1) From August 21, 2019 through June 1, 2020, provide a twelve week law-related education course (program also includes a field trip and recognition ceremony) for 30 youth during the Fall and Spring Semesters;
- 2) Offer each course once a week at PENINSULA, courses to be held on Tuesdays from 11:10am to 1:15pm;
- 3) Create and distribute a welcome packet for youth and their families which may include a summary of the Program, youth friendly flyer, calendar, and maps;
- 4) Plan and coordinate recognition ceremony;
- 5) Recruit up to 10 youth who have completed the Law Program for yearlong case management services;

- 6) Work with the youth and their families to connect them with social services that may help reduce the possibility of continued delinquent behavior;
- 7) Develop, administer, and analyze evaluation tools for the Program;
- 8) Make recommendations to the school staff, probation officers, or service providers, regarding what services youth may need to help reduce future delinquency;
- 9) Help link the youth with the recommended services; and
- 10) During each cycle be available for the entire PENINSULA (for example, service providers, youth, family members, school staff) to answer questions about juvenile law.

Specific Services Provided by Peninsula High School

Under the terms of this operational agreement PENINSULA will:

- 1) Help identify students who are motivated and available to attend the twelve week law-related education course;
- 2) Attend collaborative meetings to share information about youth as well as receive input on additional services and planning that could assist youth and their families;
- 3) Provide at no cost classrooms that FLY can use for the program. Preferably, these classrooms will be in the main building.
- 4) Allow the FLY Program to use its own evaluation tools which include but are not limited to worksheets to assess the student's knowledge, skills, attitudes, and behaviors, and exit interviews PENINSULA will respect the confidentiality of the student's responses;
- 5) Share with the FLY Program what worked well and did not work well with the Program. FLY would like to receive the PENINSULA's thoughts, suggestions, and constructive criticisms to help build on the successful collaboration.

Referral Process

The staff and/or probation officers assigned to PENINSULA will refer youth attending PENINSULA who are available and motivated to attend the twelve week course, and are deemed at risk for involvement in juvenile court.

Frequency of Meetings Between Agencies

Representatives of both agencies will meet and/or talk over the phone once a semester.

Purpose of Meetings

Representatives of both agencies will meet and or speak to share observations of youth, identify the salient issues and most appropriate services for each youth, and plan specifically how to work as a team to wrap the youth and family with services they need.

Persons Who Will Attend Meetings

The facilitators for the FLY or the Program Director will attend the meetings between the agencies.

Time Frame of Agreement

The time frame of this agreement will commence on August 21, 2019 through June 1, 2020.

Protocol if MOU/Operational Agreements are Not Being Met

Any adjustments to this Agreement must be mutually agreed upon and in writing.

If either party feels that the Operational Agreements are not being met it may in writing provide a list of issues and possible solutions. The receiving party will have five (5) business days from receipt of the letter to respond. If either party is not satisfied it can send a written request for a face-to-face meeting to be held within five (5) business days of the receipt of the letter.

This meeting must be attended by all persons for both agencies who attend the regularly scheduled meetings between the providers as well as their immediate supervisors.

If the issue(s) cannot be resolved than the Agencies must select and agree on a neutral third party to help mediate the dispute. If the parties cannot agree on an appropriate mediator each side will submit two names, they will be placed in a hat and the name randomly selected. The parties must meet with the mediator as soon as practicable and no more than ten (10) business days after the mediator is selected, unless there are exceptional circumstances that justify a further delay.

Both parties must try in good faith to apply the mediator's solution. If after all reasonable efforts are made the issue cannot be resolved, the contract can be terminated in thirty (30) days.

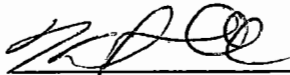
At all times the youth shall not be affected by the service providers' disagreements, and while negotiating their differences, both agencies will continue to do their best to ensure that the youth receive the services described in this Operational Agreement.

We, the undersigned, as authorized representatives of Fresh Lifelines for Youth, Inc., and Peninsula High School, do hereby approve this document.

This Agreement will remain in effect from August 21, 2019 through June 1, 2020.

Accepted by:

Kate Hiester
San Mateo County Associate Director of Programs and Partnerships
Fresh Lifelines for Youth, Inc.
Date _____



Representative
Peninsula High School
Date: 8/20/19

CONTRACT
Board Approval
(under \$25K)

To: Board of Trustees

Date: 08/09/2019

From: Simon Bettis

Site: Technology - District Office

Number of Quotes: 1

Funding Source: Technology General

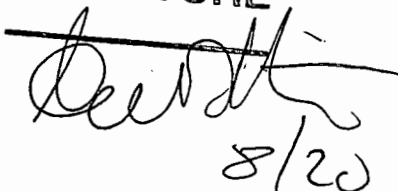
Reason for proposal: On Site Consultation – Internal Security Audit

Contract Total: \$1500 per day – a total of 5 days / \$700 Software

Please approve the quote from TechJoy

Thank you,

SIGNATURE



8/20

Simon Bettis

SIGNATURE





Maria Valle <mvalle@smuhsd.org>

Fwd: Onsite visit next week

7 messages

Simon Bettis <sbettis@smuhsd.org>
To: Maria Valle <mvalle@smuhsd.org>

Thu, Aug 15, 2019 at 9:11 AM

fyi...estimate for Klifton

Simon Bettis
Director of Technology
San Mateo Union High School District
650 N. Delaware St., San Mateo, CA . 94401
p: 650-558-2489
w: www.smuhsd.org e: sbettis@smuhsd.org

SIGNATURE


----- Forwarded message -----

From: **Klifton Black** <Klifton@techjoy.com>
Date: Fri, Aug 9, 2019 at 7:24 AM
Subject: Onsite visit next week
To: Simon Bettis <Sbettis@smuhsd.org>

Per our conversation I would like to come out and visit you next week

The proposed schedule will be as follows.

Arrive next Thursday August the 15th. I will work the Darrel the 15th, 16th and 17th to migrate data from the old servers to the new. I will also install the backup solution and test it. If we need to work on the 18th I will be available.

On Monday the 19th I will start the security audit. I will be conducting an internal security audit. I will be looking for vulnerability in your internal networking infrastructure. I will be reviewing policy, risk assessments, backups, physical security, and many other things. This security audit will probably take at least 3 days. To complete

I will be partnering with a third party penetration testing company to perform an external penetration test against your network. I don't have a cost on this yet, but I will pass the cost along to the school.

As far as billing goes I will not bill for my trip to and from the school.

I will bill a flat \$1500 day and this includes me working as long as you need me to for that day. Plus I will be working in the hotel at night monitoring migrations and writing audit reports. This price will also include my hotel stay and meals.

If we don't have any work on Sunday the 18th I will not bill you for that day

- Cost of penetration testing software

Software to scan internal devices is \$700 for first 50 device then \$15 for each additional device

Software to scan websites for vulnerabilities is \$400

Let me know if this sounds ok.

Klifton Black

CONTRACT APPROVAL
Aragon High School

To: Roberta

Date: August 21, 2019

From: Luci Tolfa

Site: Aragon High School

Number of Quotes: 1

Name of Vendor: Pear Deck

Funding Source: 01

Reason for proposal: Contract for renewal of Pear Deck software licensing for Aragon High School for 2019-2020 for the whole school.

Total Contract: \$2100.00

Please have Dr. Skelly sign quote, and return to me.

Thank you,

Luci



Pear Deck Quote

Founded by educators, Pear Deck is a platform for engaging every student, every day. Our mission and methods are backed by our experience in the classroom and our understanding of how schools and districts use technology. Pear Deck makes it easy for your teachers to connect with students and deliver powerful learning moments with formative assessments and interactive questions that let them see, in real time, how every student in the class is doing.

Quote Details

Quote 00002573 | Prepared on Aug 21 2019 | Prepared by Kelsey Sprowell

Prepared for:

Aragon High School

900 Alameda de Las Pulgas, San Mateo, CA, 94402, United States

Primary School Google Domain: smuhd.org

Primary Contact:

Billing Contact:

Service Length:

Start: Sep 1 2019 End: Aug 31 2020

1 year Premium Pear Deck access for school building

Product	Description	Total Price
Building-Wide Premium Service	1 year Premium Pear Deck access for school building	\$ 2,100.00
Total		\$2,100.00

Terms and Conditions

Terms

Terms By signing below, the undersigned agrees to be bound by the Pear Deck Terms of Service ("Terms of Service") which are incorporated by this reference herein. Current versions of the Terms of Service are located at <https://goo.gl/DZzJTz>. The Terms of Service contain certain terms and conditions not set forth in this Order Form. Pear Deck's rights and responsibilities, and your rights and responsibilities, are as set forth in this Order Form and in the Terms of Service.

Authority

The undersigned represents and warrants that the undersigned has full power and authority to execute this Order Form and to bind the above-referenced school, district, or organization, as the case may be, to the terms of this Order Form and the Terms of Service.

Invoices

At the election of the undersigned, invoices shall be sent on either a monthly or annual basis. Invoices shall be payable within 30 days of the Invoice date, and are considered late after that date. Late invoices incur a fee of 2% (or the highest rate permitted by law, if less) and Pear Deck services may be disabled after 60 days of non-payment.

Sales Tax Exempt

My school, district, or organization is exempt from my state's sales tax.

Automatic Renewal

Pear Deck will automatically send me an invoice 1 month before my renewal date with a cap on fee increases of no more than 7% per year. Renewal may be cancelled anytime with 60 days notice to Pear Deck.

Name

Dr. Kevin Skelly

Signature



Date

8/23/19

PO (optional)

Pending

Next Step

Please send the signed quote to Kelsey Sprowell at kelsey@peardeck.com

FOR FOLLOW-UP QUESTIONS: Please contact our Finance Team at finance@peardeck.com

ADDRESS

Pear Deck, Inc 308 E Burlington St #303, Iowa City, IA 52240-1602 Phone: (319) 209-5165 2018

PRIVACY

Our Policy is [HERE](#). If you have a custom Privacy Rider, please send to Privacy@peardeck.com

W9 Form: <https://goo.gl/CcVw9m>

©2018 Pear Deck, Inc. All Rights Reserved.



peardeck.com



twitter.com/peardeck



hello@peardeck.com



facebook.com/peardeck



youtube.com/peardeck

CONTRACT APPROVAL
Aragon High School

To: Roberta

Date: August 21, 2019

From: Luci Tolfa

Site: Aragon High School

Number of Quotes: 1

Name of Vendor: SMCCD (San Mateo County Community College District)

Funding Source: 95

Reason for proposal: Payment for venue for the Aragon Homecoming Dance at CSM on October 19, 2019.

Total Contract: \$3665.00

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

Thank you,

Luci



**SAN MATEO COUNTY
COMMUNITY
COLLEGE DISTRICT**

EVENT AGREEMENT

Name: San Mateo Union High School
Address: 650 North Delaware Street
City: San Mateo State: CA Zip: 94401
Contact Name: Melissa Perino Phone: (650) 400-9505
Email: mperino@smuhsd.org, ltolfa@smuhsd.org
Name of Event: Aragon High School Homecoming Dance
Date(s): 10-19-19 Time(s): 7:00 pm - 10:00 pm

FEES:

See attached banquet quote.

Yes ☒ No ☐ Catering provided by Bayview Dining Room at College of San Mateo.

If outside catering, catering surcharge is 10% of caterers final invoice less tax and gratuity payable to SMCCCD within 7 days of events.

Function Reservation Fee/Minimum Guarantee

Cancellation Policy

Any cancellation of your function must be received in writing. If the above mentioned functions(s) are cancelled, a cancellation fee will apply and be made payable on the date of cancellation. Should it be necessary for you to cancel this function(s), San Mateo County Community College District(SMCCCD) will be entitled to liquidated damages (agreed not to constitute a penalty) based on the following scale:

30 days or more Prior Business Days Notice: 50% of event total
29-20 Prior Business Days Notice: 60% of event total
9-15 Prior Business Days Notice: 75% of event total
14-0 Prior Business Days Notice: 100% of event total

"Event total" are all amounts associated with this event and documented in the body of this contract including any attachments. If catered, these same percentages apply to the food and beverage based on the minimum estimated participants. All rental fees and other event related fees are due in full with the signed rental agreement. Additional charges from the event may apply and will be billed after the event. Charges for food, beverages and set-up will be billed directly by Pacific Dining.

Policies and General Information

Conduct:

Client will conduct the function in an orderly manner, in compliance with the rules of the District management and with all applicable laws, ordinances and regulations. Functions must be confined to the room designated in this permit and scheduled. The District reserves the right to exclude or remove any and all objectionable persons from the events or District premises without liability. The District reserves the right to require security for certain events. Only District approved security may be utilized. This is a **NO SMOKING** facility.

Scheduling:

Client agrees to begin their function promptly at the scheduled time and agrees to vacate the designated function area at the closing hours indicated on the contract. Failure to vacate on the agreed upon time will incur an additional hourly charge of **\$300.00**. The client also agrees to reimburse SMCCCD for any wage payments or other expenses incurred due to failure to comply with these resolutions.

Parking:

Self Park, all parking fees and regulations apply and event participants shall all be responsible regarding compliance. Special parking requests must be made in writing and approved by the Vice Chancellor of Auxiliary Services and Enterprise Operations.

Decorations/Displays:

Decorations or Displays brought into the facility must be approved prior to arrival. All decorations and displays must be in compliance with College policies and City, County, and State laws and ordinances. Items may not be attached to any stationary wall, floor, window, or ceiling with nails, tape, staples, or any other means in order to prevent damage to the facility, fixtures, or furnishings. Any items which need to be hung or affixed to the building will be done by the District Facilities Department and an appropriate fee will be charged. It is the client's responsibility to return the facility back to the condition it was rented.

Subcontractors:

The District will be happy to arrange for floral centerpieces, upgraded, linens, theme props, entertainment, and any other services. We work with several preferred vendors to assist you with creating an event to fit your specific needs. Should you make arrangements with vendors other than our recommendations, please notify so that we may share our Vendor Policies with them. All subcontractors must abide by the District's policies.

Damage and Loss:

The District will not assume any responsibility for the damage or loss of any merchandise or articles left in the facility before, during, or after the function. Client will be responsible for any damages to the District facility, furnishings, and equipment during the event.

Food and Beverage:

SMCCCD reserves the right to inspect and control all private parties, meetings, receptions, etc. held on SMCCCD premises. No outside food and beverage will be allowed in the facility without prior approval and will be subject to a surcharge. SMCCCD prohibits the removal of food from the premises. Any exception will be made at the discretion of the management. In such case, SMCCCD waives any liability resulting from transportation or refrigeration of the product once it leaves the premises.

Alcoholic beverages may be allowed if specifically identified as part of this permit, and if such use is in accordance with Section 25608 of the California Business and Professions Code, and so long as the principal attendees of the event are members of the general public or invited guests and not students of the college.

All alcoholic beverages must be consumed on the property. SMCCCD reserves the right to cease service of alcoholic beverages in the event that persons under the state mandated age limit are present at the function and attempt to receive service of alcoholic beverages. SMCCCD further reserves the right to deny alcoholic beverage service to guests who appear to be intoxicated.

HOLD HARMLESS, INDEMNITY AND DUTY TO DEFEND. The Permittee using San Mateo Community College District (the "District") facilities agrees to indemnify, hold harmless, and defend in accordance with Civil Code §2778, the District, its Board of Trustees, officers, agents, employees and representatives from all claims, lawsuits or actions of every name, kind and description, brought for, or on account of injuries to or death of any person, including user or any employee, agent or invitee of user, or damage to property including intangible property and to whomsoever belonging, where such injuries, death or damages occurred in, upon, or due to user's use of the District's premises or property provided that this indemnity obligation shall not apply to injuries for which the District has been found in a competent jurisdiction to be solely liable by reason of its own negligence.

INSURANCE. Permittee shall provide a Certificate of Insurance with coverage to respond as primary coverage and the College/District named as additional insured. Permittee shall procure and maintain the following coverage for the duration of this permit: comprehensive General Liability insurance which provides for injuries including accidental death, per any one occurrence in an amount not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate; property damage insurance in an amount not less than \$1,000,000 per occurrence; and automobile liability insurance in an amount not less than \$1,000,000 including coverage for owned, non-owned and hired vehicles. Any change to this provision must be executed by the Vice Chancellor of Auxiliary Services and Enterprise Operations.

PROPERTY DAMAGE. The Permittee is liable for the care and protection of District property and will be charged for any damages sustained to the premises, furniture, or equipment because of the occupancy of District premises by Permittee.

FORCE MAJEURE. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power or plumbing outages, earthquakes or other natural disasters.

ADDITIONAL CONDITIONS. In addition to the conditions listed above, this agreement shall be subject to all of the District's rules and regulations, including but not limited to the regulations regarding the Community use and charges for the use of District Facilities.

Banquet Arrangements:

Confirmation of attendance on all meal functions to be served is the sole responsibility of the function coordinator. The guarantee must be received on NA and a final guest count on 10-11-19 by 12 pm. If your group does not finalize guarantees, Pacific Dining will prepare and bill for the number of guests initially provided for in this agreement.

Non-preferred Caterer Surcharge:

Clients will use District catering services unless prior written approval by the Vice Chancellor of Auxiliary Services and Enterprise Operations. A surcharge shall be assessed when an outside caterer is used and is due to the District with a copy of the caterers invoice no later than 7 days after the event. Only outside caterers that meet the District Vendor Policies, and hold a valid San Mateo County Environmental Health Permit will be allowed. Outside caterers must also furnish a bond, IDs of bartenders, and other documentation as requested. Additional fees will be charged on a case by case basis in the event that the outside caterer requires the use of the food services facilities to prepare and/or store food and supplies.

Set-Up:

A month prior to your event a finalized program is required and must be submitted to your Catering Representative. This program must include the final time schedule of events, the anticipated attendance, as well as the style of set up that is requested.

EXECUTION. By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.

**SAN MATEO COUNTY COMMUNITY
COLLEGE DISTRICT**

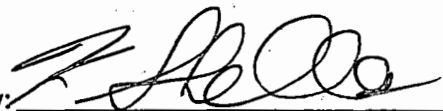
CLIENT

By: _____
Signature

Name/Title of Authorized Signatory
San Mateo Community College District

Date: _____

Employer Identification Number 94-3084147

By: 
Signature

Dr. Kevin Skelly, Superintendent
Name/Title of Authorized Signatory

8/23/19
Date: _____

BAYVIEW

DINING ROOM



PRELIMINARY BANQUET QUOTE —SUBJECT TO CHANGE

Date: 10-19-19

10-11-19 at 12p Final Counts Due

Day: Saturday

Room/location: College of San Mateo – Bayview, all sections

Name: Melissa Perino

Company/Group: San Mateo Union High School

Guests: 550 TBC(standing/dancing, not seated)

Contact Number: (650) 400-9505

Mailing Address: 650 North Delaware st. San Mateo, CA 94401-1732

Email: mperino@smuhdsd.org & ltolfa@smuhdsd.org

Client and billing details

Rental Deposit Total: \$2785.00

Food & Bev(Pacific Dining) Total: \$1130.00

Payment details:

Rental Deposit Due: \$2535.00

Payable by check to "SMCCD" due at contract signing

F&B Deposit Due: \$1130.00

Payable to "Pacific Dining" due at contract signing

F&B Balance Due: \$00.00 +TBD

Payable to "Pacific Dining" Subject to change –based on final count & rental rates due 11-01-19

Bar Balance Due: NA

SMCCD Balance Due: TBD Amount

Payable by check to "SMCCD" based on additional custodia/AV/security beyond standard shifts due 11-01-19

Payment Information: Check

Core Event Information

Contact on the day/night: Allison McMahon 408-230-2424 day of, 650-574-6184 prior to event

Decor: TBD by client

—painters tape only for decorating/hanging in Bayview

—no taping signage/direction to fixtures on campus(poles, placards, etc.) Any signage provided by client must be removed immediately after event.

Other: TBD

Package/event type: Homecoming Dance

Setup: Start 4:00 TBD availability Friday afternoon by Pacific Dining – see preliminary layout

Parking: Self park, no charge, included.

Timings: Client arrives TBD / Guests arrive 7:00pm/Guests depart 10p/Vendors Depart no later than 11p See itinerary below for details

Customer Access available: Day of event arrival 2p (no earlier than – appointment required)

Event start: 7:00p

Event finish: 10:00pm

Rental needs(added to balance @ rental rate,)

None

Set up details:

Setup: TBC-See layout(varied seating/lounge area, large space for dancing, stage for DJ, space for photobooth, etc.

Special equipment: A/V requirements – needed, confirmed MP 19—possible LCD photos, completed AV support form required no later than 2 weeks prior to event date

Food and Beverage

Package type: NO FOOD/POT LUCK: snacks/soda, NO CATERER

ITINERARY

3:30p students/staff arrives to decorate

7p event/dance begins

9:55p last song

10p guests exit

10p decorations down

11p latest—all client/vendor(DJ, etc.) exit

Cost:

	Space Rental	Custodial / A-V / Insurance / ABC License / Security	Subtotals	Tax	Totals	Total SMCCD + Pacific Dining
SMCCD	Bayview(all sections@ non-profit rate): \$1200.00	\$470(2 custodial support) /\$280*/ \$55 /NA/ \$780(3 security support)	\$2785.00	NA	\$2785.00 LESS \$250 Paid \$2535.00 Due	
	Guest Count/ Event supervisor fee	Supervisor Fee Setup/Breakdown				
Pacific Dining	550 total/\$350.00	\$780.00	\$1130.00	NA	\$1130.00 +/- TBD	
						\$3665.00 + TBD*

Quote Based on 550 guests – final count due 10-11-19 at noon

Room Rental – \$2400 3 sections of Bayview Dining Room includes patio, less 50% @ non profit rate

Setup – \$780.00

Custodial- \$235.00 each 4 hour shift, TBD additional hours added to final balance

Security- \$260 each 4 hour shift, TBD additional hours added to final balance, 3 required at this time, requirement subject to change based on final guest count and # of staff and chaperones present

AV –\$280 per 4 hour shift, TBD additional hours added to final balance

Insurance – \$55.00 no alcohol

ABC License - NA

Food and Beverage– none

Additional Charges – None at this time

*** Estimate subject to change**



San Mateo County Community College District
3401 CSM Drive
San Mateo, CA 94402

(650) 358-6743 Fax (650) 574-6574

Invoice No. 520060

INVOICE

Invoice to
San Mateo Union High School District
650 North Delaware Street
San Mateo, CA 94401
Attn: Melissa Perino

Date:	August 21, 2019
Campus:	District Auxiliary Services
	3401 CSM Drive
	San Mateo, CA 94402
	Attn: Tom Bauer
Account:	52001-10394-5690-691000

Description	Amount
Event Date: October 19, 2019 Aragon High School Homecoming Dance	
Space Rental: Bayview Dining Room (all sections @ non-profit rate)	1,200.00
Custodial*	470.00
AV*	280.00
Insurance	55.00
ABC License	NA
Security*	780.00
Pipe & Drape	NA
Less Deposit Hold	(250.00)
*Please note: Any additional charges will be billed after the event	
Fees for Set Up, Reset and all Food Related Costs Billed Directly by Pacific Dining	
TOTAL	\$ 2,535.00
Please make checks payable to: San Mateo County Community College District Federal I.D. # 94-3084147	

Please return copy with remittance to insure proper credit to your account.

<u>For Office Use Only</u>	
Check #	_____
Date	_____
Amount	_____

[Signature] 8/23/19

Original

CONTRACT APPROVAL
(Under 25K)

To: Kevin Skelly

Date: August 22, 2019

From: Araceli Pena/ Jeri McGovern

Site: San Mateo Adult School

Number of Quotes: 1

Funding Source: Fund 11

Reason for proposal: Providing instructional services for yoga classes only for July 2019.

Total Contract: \$270.00

Certificate of Insurance (on file):

Please approve the attached quote from Joan Sanchez.

Thank you,

A handwritten signature in black ink, appearing to read 'Araceli Pena', with a stylized flourish at the end.

Araceli Pena

Joan Sanchez

469 Jackson Ave.
Redwood City, CA. 94061
(650)714-4919
Joanster1@gmail.com

San Mateo Adult School Services Agreement

Customer Name: SMUHSD

Date: July 1, 2019

Customer Contact: Jeri McGovern

Customer Phone: (650) 558-2127

Jobsite: San Mateo Adult School: 789 E. Poplar Ave., San Mateo, CA 94401

Description of Services:

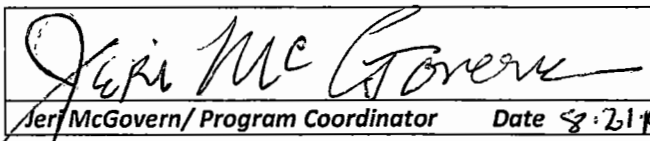
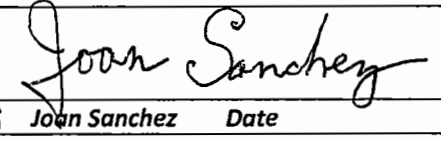

Will provide instructional services for yoga classes at a rate of \$45.00 per hour.

Total Contract:

\$270.00 (not to exceed)

Contract Period:

July 1, 2019 through June 26, 2020

 Jeri McGovern/ Program Coordinator	 Joan Sanchez	8/2/19
 Approved		8/23/19 Date



MEMORANDUM OF UNDERSTANDING

Between Peninsula Family Service Early Head Start Program

and

San Mateo Union High School District

INTRODUCTION:

Peninsula Family Service (PFS) and San Mateo Union High School District (SMUHSD) have common goals and objectives in serving teen parents with young children. We share a philosophy of using a whole-family approach when helping and supporting families to achieve stability in their home-life. We share an understanding and respect for individual children and families from varying cultural backgrounds, ability and disability. By collaborating, we will be able to meet the health and education needs of teen parents and their children.

PURPOSE:

The primary objective of this agreement is to establish a method for the collaboration and referral of services and activities between teen parents at San Mateo Union High School District and Peninsula Family Service Early Head Start (EHS).

BOTH PARTIES OF THE COLLABORATION AGREE TO:

- Develop an awareness of the agency mission and services among staff and program participants.
- Share PFS information and provide outreach to district students to enroll their children in the PFS Early Learning program.
- Designate a liaison to coordinate activities and facilitate collaboration.
- Exchange community resources and information.
- Adhere to agency and program mandates, policies and procedures.
- Meet program documentation and other requirements as described below:
 - Refer students from San Mateo Union High School District to PFS for early learning services for teen parents and expecting teen mothers
- Regularly scheduled meetings between designated staff from Peninsula Family Service Early Head Start Program and San Mateo Union High School District will be conducted at least two or three times per year as well as ongoing communication to discuss district students who need parenting support.

CONTRACT APPROVAL
(Under 25K)

To: Kevin

Date: August 20, 2019

From: Debbie Arobio/Linda Carlton

Site: Aragon High School

Number of Quotes: 1

Funding Source: General Fund - Maintenance

Reason for proposal: To provide labor and materials to install (6) new fire sprinkler heads in the men's and women's restrooms in north gym.

Total Contract: \$2,374.00

Certificate of Insurance (on file): 1597729039

Please approve the attached estimate from Custom Fire Protection, Inc.

Thank you,





CUSTOM FIRE PROTECTION, INC.

P.O. Box 399, La Honda, CA 94020 • LIC. #C-16 1044448 • tel. (650) 419-6085

QUOTATION: AUTOMATIC FIRE SPRINKLERS

TO: Don Ahuna
EMAIL: dahuna@smuhdsd.org
COMPANY: San Mateo Unified School
PROJECT NAME: Aragon Bathroom Modification
PROJECT LOCATION: 900 Alameda de las Pulgas, San mateo

DATE: 8/19/19
PHONE: 650-201-2129
ESTIMATE #19-084

Estimate Prepared by **Mike Cooper** Cell: 650-784-9941
PRICE BASED ON Jobsite Visit
TYPE OF WORK Modification
PRICE INCLUDES UNION LABOR, Material (tax included)

Mike@customfireprotection.com

We propose to provide all materials, equipment & labor to perform the following scope of work at the above referenced project for the amount of **\$2,374.00**

Custom Fire Protection meets or exceeds California Prevailing wage rates, and is DIR compliant

SCOPE OF WORK

- *Materials and Methods to be of current minimum NFPA 13, and Local AHJ Standards*
- Add six (6) NEW heads into men's and women's restroom in the lower level of the school.
- All work to be performed above existing ceiling

CLARIFICATIONS

1. PERMIT FEES will be billed as a change order (without overhead and profit) to the original contract.
2. Sprinkler Heads WILL NOT be located in ceiling tile centerlines.
3. Sprinkler system WILL NOT be hydrostatically tested
4. This proposal is valid for 30 days
5. **Design to be completed within 30 days of receipt of CAD Files, water flow information (if required), and completion of coordinated MEP drawings. (Permit application can NOT be submitted until building permit is received)**
6. If Title 19 Five-year inspection is required to have the project signed off, Custom Fire Protection can provide a proposal, if requested, to perform this scope of work
7. All work to be performed during regular BUSINESS HOURS (8 Hrs. between 5:00AM to 5:00PM M-F)
8. ***Proposal based upon acceptance of attached Custom Fire Protection insurance coverages/limits (additional coverage can be provided at additional costs). Please see the attached evidence of coverage.***

PRICE EXCLUDES

Plans, Submittals & PERMIT FEES
3-D Design & Drawings
Special Safety Training
Payment and Performance Bonds – Add 1.08% to contract \$, if required
Cleaning, Priming, Painting or Insulation of Pipe
Electrical Wiring or Alarm Work
Cutting and Patching
Structural Calculations (if required)
Fire Hose Racks, Extinguishers, and Cabinets
Modification of Existing System other than Specified
Replacement or Reinstallation of Existing Escutcheons
Upgrade of Existing Hangers and Bracing
Title 19 Five-Year Test & Inspection
Underground
Gas Cabinets, Hoods, and Wet Sinks

Relocation of Existing Piping to Accommodate other MEP Trades / Structural Upgrades
Repair of Existing System Due to (but not limited to) Damage Caused by Demo / Construction

****Due to strict environmental requirements, it will be the owner's responsibility to ensure any fire sprinkler / system drainage is discharged to a proper location. Water in the fire sprinkler systems cannot go directly into the storm drains in California.***

Please sign below, attach PO/Contract and return by fax or email for authorization to proceed with this project.


Signature: _____ Print Name/Title: _____ Date _____

Billing Contact: _____ Billing Company: _____

Billing Address: _____ P.O. # _____

We look forward to working with you on this project. Please contact me at the office with any questions.

Sincerely,
Mike Cooper


8/27/19

ALL FENCE COMPANY, INC.

1900 Spring Street, Redwood City, California 94063-2410
(650) 369-4556 Fax: (650) 369-4559
California Contractors License # 732295 B/C13
www.AllFence.com

CLIENT NO 202

QUOTA #2

DATE 08/06/19

PROJECT # 202-M
SAN MATEO HIGH SCHOOL
SAN MATEO

SAN MATEO UNION HIGH DISTRICT
839 HINCKLEY ROAD
BURLINGAME, CA 94010

PHONE: () -
CELL: (650) 471-5700
EMAIL: wdekom@smuhsd.org

Job Description: NEW DBL. GATE
Style: COMMERCIAL GALV C/L
Height: 4' Footage: 20'
Grade of Lumber: N/A Gauge: 9
Post Size: 6 5/8" O.D. Frame: 1 7/8" O.D.
Depth of Holes: 48" Diameter of Holes: 12"

Remove Fence: ☒ Haul Away ☒ Recyclable

Gates:

N/A

Single Width

Double Width

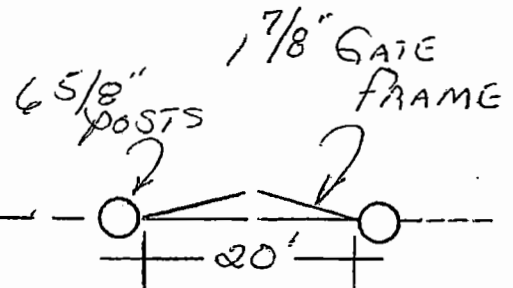
20'

Sliding Width

Posts set in Concrete? ☒ Yes ☐ No

Special Instructions: (1) SUPPLY & INSTALL ONE COMMERCIAL GALVANIZED CHAIN LINK GATE PER SPEC'S AND DETAIL BELOW. (2) INCLUDE INDUSTRIAL LATCH ASSEMBLY W/ GROUND SLEEVE. (3) REMOVE & REPLACE ONE 4" O.D. ENDPOST, RECONNECT CHAIN.

BID PREVALING WAGE RATE



Contractor:

MARTY WEBSTER

Date: 8/6/19

Owner:

Date:

* TOTAL JOB COST = \$5330.

TIME FOR COMPLETION OF WORK: Within 45 days after execution of this agreement, but not later than thirty (30) days, owner will have the job site ready for commencement of construction and shall thereafter give Contractor notice (written or oral) to commence work. Construction shall commence within ten (10) days after such notice to contractor and shall be completed within 9 working days after commencement, subject to permissible delays hereinafter set forth.



To schedule your job, please sign this agreement and return it to us along with a 10% deposit. Keep a copy for your records. Upon receipt of the signed contract and deposit, All Fence Company will schedule a start date. Permits are not included unless otherwise specified.

THIS OFFER IS VALID FOR 5-10 DAYS
Payment is due upon completion. Past due accounts will be charged 1-1/2% per month, or 18% annually.

Owners or agents have read the accompanying pages of this agreement. Please note clause 1: "EXTRA WORK". All Fence Company is not responsible for unmarked underground utilities/facilities.

A 3% convenience charge will be assessed for all credit card transactions.

CONTRACT APPROVAL
(Under 25K)

To: Kevin

Date: August 22, 2019

From: Debbie Arobio/Linda Carlton

Site: San Mateo High School

Number of Quotes: 2

Funding Source: General Fund - Maintenance

Reason for proposal: To provide labor and materials to install a new gate near the baseball field.

Total Contract: \$3,170.00

Certificate of Insurance (on file): 1304011626

Emergency PO: SMHSER08062019

Please approve the attached estimate from Dryco Construction, Inc.

Thank you,



PROPOSAL CONTRACT

Proposal #: 020789
 Customer: San Mateo Union High School
 839 Hinckley Road
 Burlingame, CA 94010
 Attn: Billy Dekom
 Bus: (650) 558-2413
 Mob: (650) 471-5700
 Email: wdekom@smuhd.org
 Fax: (650) 558-2412

Date: 8/16/2019
 Est. Code: S.MateoUHSD- Gate
 Job Site: San Mateo High School
 650 N. Delaware St.
 San Mateo, CA 94401
 Job Contact: Billy Dekom
 Bus: (650) 558-2413
 Mob: (650) 471-5700
 Email: wdekom@smuhd.org
 Fax: (650) 558-2412



Quantity	Description	Total
LS	<p>New Double Gate: Furnish and install one each new 4' high 10' double swing gate using galvanized chain link materials with industrial latch assembly and ground sleeve. Posts to be 6-5/8" set in new 12" diameter concrete footings with 1-7/8" gate frame. Remove and replace one each 4" end post and reconnect all chain link.</p> <p style="text-align: right;">SMH SER 08062019</p>	LS \$3,170

[Signature]
 8/27/19

DRYCO's Authorized Representative: *Alan DalMaso*
 Alan DalMaso, Estimator

DRYCO proposes to complete the above work for the sum of \$3,170
 Note: This proposal may be withdrawn if not accepted within 30 days.

Customer Signature: _____
 San Mateo Union High School District

Date: _____

Payment Terms: DUE UPON RECEIPT OF INVOICE

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

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Christopher Nilles
Phone: (800) 800-0019 ext. 75570
Fax: (603) 683-0347
Email: chris.nilles@connection.com

24875273.01-W1

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Account Manager:
Phone:
Fax:
Email:

Date: 8/26/2019
Valid Through: 9/25/2019
Account #: San Mateo

Customer Contact: Maria Valle
Email: mvalle@smuhdsd.org

Phone: (650) 558-2489
Fax:

QUOTE PROVIDED TO:	SHIP TO:
AB#: 25565 SAN MATEO UNION HS DISTRICT ACCOUNTS PAYABLE 650 N DELAWARE STREET SAN MATEO, CA 94401 (650) 558-2224	AB#: 15373740 SAN MATEO UNION HS DISTRICT SIMON BETTIS TECHNOLOGY SUPPORT GROUP 650 N DELAWARE ST SAN MATEO, CA 94401 (650) 558-2299

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	.00 lbs	NET 30	

Important Notice: — THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Please refer to our Quote Number in your order.

Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	1000		EP2K1ETAA	ACAD 12MO RNWL ENDPOINT VLIC PROTECTION ADV-1000-1999U		\$ 5.15	\$ 5,150.00
						Subtotal	\$ 5,150.00
						Fee	\$ 0.00
						Shipping and Handling	\$ 0.00
						Tax	Exempt!
						Total	\$ 5,150.00


8/27/19

CONTRACT APPROVAL

To: Roberta Beeken

Date 8/26/2019

From: Imelda Gomez/Site Accounting Tech

Site: *Capuchino High School*

Number of Quotes/License Agreements: *1*

Funding Source: IB

Reason for Proposal: Annual Subscription Fee for Math and Biology

Contract amount: *\$518.98*

Thank you,

RENEWAL QUOTE



Page	1
Quote#	7454709
Issue Date	08/26/2019
Expiration Date	09/30/2019
Customer#	0467680
Customer	SAN MATEO HIGH SCH DIST

SAN MATEO HIGH SCH DIST
650 N DELAWARE ST
SAN MATEO CA 94401

Quote Summary	Payable in USD
Quote Total	\$518.98

Applicable taxes are NOT included

NOTICE OF PAYMENT DUE

Mail Payment (Check)
Follett School Solutions, Inc.
91826 Collection Center Drive
Chicago, IL 60693 USA

Mail Purchase Order
Follett School Solutions, Inc.
1340 Ridgeview Drive
McHenry, IL 60050 USA
Email: FSSorders@follett.com
Fax: 800-852-5458

Quote Details				
Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
CAPUCHINO HIGH SCH - 0405399				
67770P QUESTIONBANK BIOLOGY (ONLINE) (RENEWAL)	12	06/30/2019	06/30/2020	\$199.99
67769P QUESTIONBANK MATHEMATICS (ONLINE) (RENEWAL)	12	06/30/2019	06/30/2020	\$318.99
Site Total				\$518.98

End of Quote

[Signature]
8/27/19

If you have any questions about this quote, please contact our Customer Service Department at 888-511-5114(US/CAN) or 708-884-5000(Outside US/CAN)

Did you know that Follett has a tool to manage your textbooks and other assets? Visit k12.follett.com/drmcomplete to learn more about Destiny® Resource Manager Complete Edition.

Purchase Follett technology products 24/7 on www.destinyexpress.com.



12007 Research Blvd., Suite 103
Austin, TX 78759
p 1.800.749.5086
p 512.219.7610
f 512.219.7728
www.hayessoft.com


Quote

Quote #

245

Name / Address

San Mateo Union High SD
Accounts Payable
650 North Delaware St.
San Mateo, CA 94401

Description	P.O. No.	Service Period
	Qty	Total
ANNUAL SOFTWARE MAINTENANCE RENEWAL - TIPWeb-IT For software upgrades, unlimited toll-free technical support and one annual web-based refresher training session; District site license and 6 High School sites. Please refer to contract signed 5/11/2018 by Simon Bettis, Director of Technology		7,418.00
ANNUAL SOFTWARE MAINTENANCE RENEWAL - SIS Integration		1,225.00
On-Premise Hosting Fee		2,250.00
California Use Tax 9.00%		0.00
 8/27/19		
Please return this Quote with an authorized Purchase Order within 30 days of receipt in order to facilitate uninterrupted billing and services.	Total	\$10,893.00

CONTRACT APPROVAL

To: Roberta Beeken

Date: August 27, 2019

From: Nancy Marty

Site: Burlingame High School

Number of Quotes: 1

Funding Source: Fund 01 - Admin

Reason for proposal: Subscription for Pear Deck

Total Contract: \$1,000.00

Please approve the attached proposal from Pear Deck for the BHS Google Domain Subscription for the 2019-2020 school year.

**Thank you,
Nancy Marty x2820**



Pear Deck Quote

Founded by educators, Pear Deck is a platform for engaging every student, every day. Our mission and methods are backed by our experience in the classroom and our understanding of how schools and districts use technology. Pear Deck makes it easy for your teachers to connect with students and deliver powerful learning moments with formative assessments and interactive questions that let them see, in real time, how every student in the class is doing.

Quote Details

Quote 00003357 | Prepared on Aug 27 2019 | Prepared by Kelsey Sprowell

Prepared for:

Burlingame High School

1 Mangini Way, Burlingame, CA, 94010, United States

Primary School Google Domain: smuhd.org

Primary Contact:


Billing Contact:

Service Length:

Start: Jul 1 2019 End: Jun 30 2020

1 year Premium Pear Deck access for school building

Product	Description	Total Price
Building-Wide Premium Service	1 year Premium Pear Deck access for school building	\$ 1,000.00
Total		\$1,000.00


8/27/19

Terms and Conditions

Terms

Terms By signing below, the undersigned agrees to be bound by the Pear Deck Terms of Service ("Terms of Service") which are incorporated by this reference herein. Current versions of the Terms of Service are located at <https://goo.gl/DZzJTz>. The Terms of Service contain certain terms and conditions not set forth in this Order Form. Pear Deck's rights and responsibilities, and your rights and responsibilities, are as set forth in this Order Form and in the Terms of Service.

Authority

The undersigned represents and warrants that the undersigned has full power and authority to execute this Order Form and to bind the above-referenced school, district, or organization, as the case may be, to the terms of this Order Form and the Terms of Service.

Invoices

At the election of the undersigned, invoices shall be sent on either a monthly or annual basis. Invoices shall be payable within 30 days of the invoice date, and are considered late after that date. Late invoices incur a fee of 2% (or the highest rate permitted by law, if less) and Pear Deck services may be disabled after 60 days of non-payment.

Sales Tax Exempt

My school, district, or organization is exempt from my state's sales tax.

Automatic Renewal

Pear Deck will automatically send me an invoice 1 month before my renewal date with a cap on fee increases of no more than 7% per year. Renewal may be cancelled anytime with 60 days notice to Pear Deck.

Name

Signature

Date

PO (optional)

Next Step

Please send the signed quote to Kelsey Sprowell at kelsey@peardeck.com

FOR FOLLOW-UP QUESTIONS: Please contact our Finance Team at finance@peardeck.com

ADDRESS

Pear Deck, Inc 308 E Burlington St #303, Iowa City, IA 52240-1602 Phone: (319) 209-5165 2018

PRIVACY

Our Policy is [HERE](#). If you have a custom Privacy Rider, please send to Privacy@peardeck.com

W9 Form: <https://goo.gl/CcVw9m>



peardeck.com



hello@peardeck.com



youtube.com/peardeck



twitter.com/peardeck



facebook.com/peardeck

Board Item

Board Date: 9/12/19

Vendor: YMCA Camp Jones Gulch

Site: BHS, SMHS, HHS, MHS and Bridge

Item: Guided Studies Field Trip (Day Trip)

Purpose: To help support the building of community and connections in the lower division Guided Studies classes and provide for a common experience among the students taking the course. This experience aligns with our new and revised SEL curriculum being used in the courses which has been aligned across the district by grade level.

Funding Source: Title IV

Total Contract: \$3,500



CAMP JONES GULCH
11000 Pescadero RD
La Honda, CA 94020
(650) 747-1200 - Main
(650) 747-0986 - Fax

YMCA Camp Jones Gulch User Group Agreement

This agreement is made and entered into this date 6/13/2019,
between San Mateo Union HS District ("User Group") and the YMCA of San Francisco,
YMCA Camp Jones Gulch branch, a California non-profit corporation.

Insurance

The User Group agrees to provide proof of the following forms of insurance prior to arrival at Camp Jones Gulch, in amounts stated and acceptable to YMCA of San Francisco Camping Services:

- A) **Worker's Compensation Insurance** – including occupational disease in accordance with the laws of California and the Employer's Liability Insurance with a limit of \$1,000,000 per person and \$1,000,000 per accident.
- B) **Commercial General Liability Insurance** – in the amount of \$1,000,000; insuring the User Group and the YMCA of San Francisco against any liability arising out of the use, occupancy or maintenance of premises, and all areas appurtenant therein in accordance with the Indemnity and Hold Harmless provisions of this agreement. The limit of said insurance shall not, however, limit the liability of the User Group under the said Indemnity and Hold Harmless provisions.
- C) **Automobile and Leased Vehicle Insurance** – covering owned, non-owned and hired vehicles if such vehicles are operated by the User Group Organization.

The User Group shall have the YMCA of San Francisco named as an additional insured on the User Group's Commercial General Liability policy for the period of the User Group's presence at YMCA Camp Jones Gulch.

Indemnity and Hold Harmless

It is agreed that User Group shall defend, hold harmless, and indemnify the YMCA of San Francisco, its officers, agents and/or employees for any and all claims, damages, losses, expenses (including reasonable attorneys fees) and liabilities of any type whatsoever to all persons, corporations or other entities arising out of and in the course of the User Group's presence at YMCA Camp Jones Gulch.

YMCA Camp Jones Gulch Policy Statement:

This is our policy statement concerning registration, verification of participants, invoicing, cancellations, rescheduling and refunds. If you have any questions, do not hesitate to call us.

Registration

- Your course date and minimum/maximum number of participants will be confirmed via email. Any change requests must be submitted in writing or via email for approval. Please notify us immediately of any changes that could affect your course.

Verification of Participants

- Please keep us informed of the anticipated number of participants you will have.
- Final numbers are due 7 days prior to your scheduled visit. **You will be charged for this number even if fewer should arrive. In the case where minimums have not been met, the minimum per our confirmation email will be charged.**
- If you have late additions to your group, please contact us and we will let you know if we are able to accommodate them.

Invoicing

- Invoices will be sent out after your course date and must be paid within 30 days.

Certificate Of Completion

Envelope Id: 6C91B9D6C2E54421A9E55ED6BFB0089F

Status: Completed

Subject: Please DocuSign: Ropes Course User Group Agreement 2017

mtid:

Source Envelope:

Document Pages: 2

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Paul Williamson

AutoNav: Enabled

50 California Street Suite 650

Envelopeld Stamping: Enabled

San Francisco, CA 94111

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

pwilliamson@ymcasf.org

IP Address: 96.74.77.21

Record Tracking

Status: Original

Holder: Paul Williamson

Location: DocuSign

6/13/2019 7:20:42 AM

pwilliamson@ymcasf.org

Signer Events

Samia Shoman

sshoman@smuhdsd.org

Security Level:

DocuSign.email

ID: 1

6/13/2019 7:20:44 AM

Signature

DocuSigned by:

Samia Shoman
04E968DBB81A40F...

Signature Adoption: Pre-selected Style

Using IP Address: 96.74.77.21

Timestamp

Sent: 6/13/2019 7:20:43 AM

Viewed: 6/13/2019 7:20:52 AM

Signed: 6/13/2019 7:21:40 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Alexander Tartter

atarter@ymcasf.org

YMCA of San Francisco

Signing Group: CJG Programs

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Alexander Tartter
95260B1C0A85481...

Signature Adoption: Pre-selected Style

Using IP Address: 108.248.122.184

Sent: 6/13/2019 7:21:41 AM

Viewed: 6/15/2019 9:25:58 AM

Signed: 6/15/2019 9:26:14 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

I note that it is late b/c of scheduling issues

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

6/13/2019 7:21:42 AM

Certified Delivered

Security Checked

6/15/2019 9:25:58 AM

CONTRACT APPROVAL

To: Roberta Beeken

Date 8/28/2019

From: Imelda Gomez/Site Accounting Tech

Site: *Capuchino High School*

Number of Quotes/License Agreements: *1*

Funding Source: Admin – Parent Gate Fund – Resource 9003

Reason for Proposal: Mindfulness Training

Contract amount: *\$250.00*

Thank you,

Tanya Hawkins
Certified Mindfulness Practitioner
252 Shearwater Isle, Foster City, CA 94404

INVOICE

Phone: (415) 215-7390
Email: tanyahawkins@yahoo.com

INVOICE: #100
DATE: 8/28/2019

TO:
Capuchino High School
1501 Magnolia Avenue
San Bruno, CA 94066
ATTN: Imelda Gomez

FOR:
Mindfulness Workshop for Teachers, Staff & Peer Tutors

DESCRIPTION	HOURS	RATE	AMOUNT
Design, plan, prepare and lead 5 consecutive mindfulness training sessions/workshop for teachers, staff and peer tutors. Training will include: Discussion on why mindfulness as a research based practice, a tour of the mindfulness space, lead attendees through experiential mindfulness practices and provide teachers with simple mindfulness practices they can use in their students. Handout provided at no charge.	5.0	\$100	\$500
Less: Special Introductory Discount			(\$250)
		TOTAL	\$250

Make all checks payable to Tanya Hawkins.

Total due in 30 days. Overdue accounts subject to a service charge of 1% per month.

THANK YOU FOR YOUR BUSINESS!


8/28/19

CONTRACT APPROVAL

To: Roberta Beeken

Date: August 28, 2019

From: Nancy Marty

Site: Burlingame High School

Number of Quotes: 1

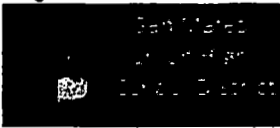
Funding Source: 19 Fund – BHS School Climate

Reason for proposal: Advanced Tackling System for BHS Football

Total Contract: \$99.00

Please approve the attached proposal from USA Football for the annual subscription of the Advanced Tackling System.

**Thank you,
Nancy Marty x2820**



Nancy Marty <nmarty@smuhsd.org>

Re: Purchase Receipt

Paul Belzer <PBelzer@smuhsd.org>

Thu, Aug 8, 2019 at 8:41 PM

To: John Philipopoulos <jphilipopoulos@smuhsd.org>, Nancy Marty <nmarty@smuhsd.org>

No problem.

Nancy, Can you work with John to reimburse this receipt. Please pay out of school climate.

Let me know if you have any questions.

Thanks,

Paul

On Thu, Aug 8, 2019 at 6:53 PM John Philipopoulos <jphilipopoulos@smuhsd.org> wrote:

Hi Paul,

Here is a copy of one of the receipts. I did respond to Amy's email but did not ask for copies of what I submitted. It didn't feel totally comfortable asking so I just told her that I understood and thanked her and the parents group. I appreciate the reimbursement for the \$99. Thanks Paul see you later

John Philipopoulos
Burlingame High School
Athletic Director
Varsity Football Head Coach
JV Boy's Basketball Head Coach
650-558-2899 x5470

----- Forwarded message -----

From: John P <coachjphil12@yahoo.com>

Date: Thu, Aug 8, 2019 at 6:36 PM

Subject: Fwd: Purchase Receipt

To: jphilipopoulos@smuhsd.org <jphilipopoulos@smuhsd.org>

Sent from my iPhone

Begin forwarded message:

From: "usafootball.com" <support@usafootball.com>

Date: April 24, 2019 at 1:46:38 PM PDT

To: coachjphil12@yahoo.com

Subject: Purchase Receipt




8/28/19

THANK YOU

John Philipopoulos, your purchase has been successfully completed for
username: coachjphil12@yahoo.com

ORDER SUMMARY

Order #: 1ABHQRG5
Order Date: 04/24/2019
Order Total: \$99.00

ITEM DETAILS

Advanced Tackling System
Individual
Renewal Date: 04/24/2020

Price: \$99.00

Subtotal: \$99.00

Tax: \$0.00
Shipping: \$0.00

Total: \$99.00

This email was sent by: **USA Football, Inc.**
45 N. Pennsylvania St., Suite 700
Indianapolis, IN 46077
United States

Paul Belzer, Principal
Burlingame High School

***PURCHASE APPROVAL
(Under \$25K)***

To: Kevin

Date: August 26, 2019

From: Debbie Arobio/Linda Carlton

Site: Capuchino High School

Number of Quotes: 1 (sole source)


Funding Source: General Fund - Operations

*Reason for proposal: To purchase (2) storage sheds for operation supplies.
Currently these supplies are being stored up at Peninsula High School.*

Total Purchase: \$17,275.00

Please approve the attached quote from Tuff Shed.

Thank you,





TUFF SHED Sales Order #

☒ Quote Sheet

Sales Consultant: Jon Yadon Cell: (408) 833-4567 Email: jyadon@tuffshed.com

Proposed Delivery Date:

SHIP TO:

Name: Same

Address:

City:

Home Phone:

Work Phone:

TV NSP

Other

Cash: \$

Expiration Date: / /

Dear Customer: TUFF SHED, Inc is not responsible for leveling or site preparation unless indicated on the sales order. TUFF SHED, Inc is not responsible for acquiring necessary building permits, or for compliance with zoning ordinances or restrictive covenants. Customer should contact local authorities concerning these matters. If not indicated above and site preparations is not completed at time of delivery, a minimum charge of \$100.00 will be assessed. Any cancellation of this order must be made five business days from scheduled delivery date, a 15% restocking fee will be assessed and withheld prior to refunded of deposit. Please read the terms and conditions contained on the builders helper form. Those terms and conditions are part of this order. Thank you for choosing a TUFF SHED product.

Please note: Shed prices include an all wood floor. Garages don't include a concrete pad as standard. Extra concrete work is optional. Prices are based on metro area delivery. Because of the unpredictable nature of material costs, this estimate is valid for 30 days from the date of the quote. Quote assumes a clean and level building site.

Salesperson: Please fill out and attach builders helper form to order.

Customer/Signature

8/28/9

**MHS
CONTRACT APPROVAL
(Under 25K)**

To: Roberta Beeken

Date: August 28, 2019

From: Katherine Landa

Site: Mills High School

Number of Quotes: 1

Funding Source: ASB – Cross Country

Reason for proposal: Subscription fee for XCStats.com competition log

Total Contract: \$295

Please approve the attached proposed costs from XCSTATS.

Thank you

XCStats.com

XCStats.com, LLC
220 Fulton St.,
Redwood City, CA 94062

INVOICE/STATEMENT


Invoice Number# XC-1042-2019
Date: 08/26/2019

To:
Mills High School
400 Murchison Dr
Millbrae, CA 94030

Product Description	Amount (\$)
XCStats.com, LLC 2019 Cross Country Season Subscription Fee	295.00
Fee Adjustments	
None	
Payments	
None	
Balance	295.00

Please Make all checks payable to XCStats.com, LLC
If you have any questions concerning this invoice, contact Mike Sherwood, mike@xcstats.com.

Thank you for your business!


8/28/19

CONTRACT
Board Approval
(Under \$25K)

To: Dr. Kevin Skelly

Date: August 28, 2019

From: Vanessa Castano

Site: Business Services

Number of Quotes: 1 (Sole Source)

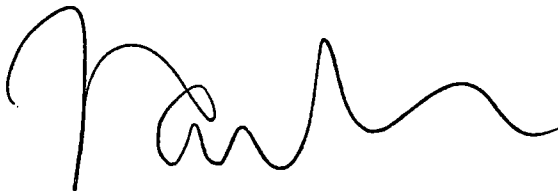
Funding Source: General Fund-Fiscal Services

Reason for proposal: Financial Accounting Software Subscription

Contract Total: \$3,110.25

Please approve the attached subscription from Datawatch Corporation

Thank you,

A handwritten signature in black ink, appearing to be 'Vanessa', written in a cursive style.



R/Q 2005

Quote

Datawatch Corporation
4 Crosby Drive
Bedford MA 01730
United States

Quote #	Date
ESTIMDWCH17471	8/8/2019
Customer	
169 San Bernardino County Supt	

Bill To
San Mateo Union High School District 650 N Delaware St San Mateo CA 94401-1732 United States

Ship To
San Mateo Union High School District 650 N Delaware Street San Mateo CA 94401 United States

Renewal Due	Terms	Prior Support Agreement	Prior Contract PO	Currency
11/6/2019	Net 30	558806_2018-11-07_2019-11-06	192425	US Dollar

Item	Description	Term	Start Date	End Date	Qty	Unit Price	Amount
MNCH-SUBR-CMP	Datawatch Monarch Complete Subscription Renewal	7.8	11/7/2019	6/30/2020	3	1,036.75	3,110.25

Datawatch Renewals Team Email: Renewals@Datawatch.com Phone No: 978-275-8235	Total	\$3,110.25
--	-------	------------

Agreed to and accepted by Licensee:

Authorized Signature

9/3/19
Date

Email receipt/invoice to: _____

Please remit payment via ACH (if domestic) or wire (if international) to:
Silicon Valley Bank, 3003 Tasman Drive, Santa Clara, CA 95054
Account # 3301206521 Routing ABA: 121140399 Swift Code: SVBKUS6S
Federal Tax ID # 02-0405716
www.datawatch.com

CONTRACT APPROVAL
(Under 25K)

To: Kevin Skelly

Date: August 28, 2019

From: Araceli Pena/Gabby Ilan

Site: San Mateo Adult School

Number of Quotes: 1

Funding Source: Fund 11

Reason for proposal: Purchasing LaserJet printer for our CTE coordinator.

Total Contract: \$675.22

Certificate of Insurance (on file):

Please approve the attached quote from CDWG.

Thank you,

A handwritten signature in black ink that reads "Araceli Pena". The signature is written in a cursive style with a horizontal line under the name.

Araceli Pena

QUOTE CONFIRMATION




DEAR MARIA VALLE,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KVTR168	8/27/2019	M553DN	1067818	\$675.22


QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HP Color LaserJet Enterprise M553dn Mfg. Part#: B5L25A#BGJ UNSPSC: 43212114 pricing expires 8.30 Contract: Sourcewell Formerly NJPA 100614#CDW Tech Catalog (100614#CDW)	1	3663504	\$616.64	\$616.64

PURCHASER BILLING INFO		SUBTOTAL	\$616.64
Billing Address: SAN MATEO UNION HIGH SCHOOL DIST. ATTN: SMUHSD 650 N DELAWARE ST SAN MATEO, CA 94401-1795 Phone: (650) 762-0200 Payment Terms: NET 30 Days-Govt/Ed		SHIPPING	\$0.00
		SALES TAX	\$58.58
		GRAND TOTAL	\$675.22
DELIVER TO		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
Shipping Address: SAN MATEO UNION HIGH SCHOOL DIST. ATTN: SMUHSD 650 N DELAWARE ST SAN MATEO, CA 94401-1795 Phone: (650) 762-0200 Shipping Method: UPS Ground (2-3 days)			

Need Assistance? CDW•G SALES CONTACT INFORMATION			
	Pat Hein	(866) 642-8073	pathei@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2019 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239


9/3/19

San Mateo Union High School District

Kevin Skelly, Ph.D., Superintendent

Elizabeth McManus, Deputy Superintendent Business Services

Kirk Black, Ed.D., Deputy Superintendent Human Resources and Student Services

Julia Kempkey, Ed.D. Assistant Superintendent of Curriculum and Instruction



Fitness Instructor Service Agreement Contract

The parties to this agreement are the **San Mateo Union High School District**, hereinafter referred to as "SMUHSD", and **MEGHA TIWARI**, hereinafter referred to as "CONTRACTOR". The parties agree as follows:

1. **Duties:** CONTRACTOR agrees to exercise special skills to provide the following independent contracting services: Group fitness and wellness programming for **Capuchino High School** teachers/faculty. Classes will be held at the following location/days/times: **1501 Magnolia Ave, San Bruno, CA 94066** on **Wednesdays** from **3:40 – 4:40pm**. Classes will be taught by a certified health and fitness professional.

WEDNESDAYS	Capuchino High School	Mindfulness Room	3:40 - 4:40pm
-------------------	------------------------------	-------------------------	----------------------

- a. **Compensation:** In consideration for CONTRACTOR accomplishing said result, SMUHSD agrees to pay CONTRACTOR as follows: Cost per hour is **\$68.00**. CONTRACTOR will submit an invoice with the following information:
 - Date of each class
 - Number of attendees at each class
 - Total amount dueby the 30th of each month to Meghan Sartain (msartain@smuhsd.org) (650-558-2243).
2. **Term:** The term of this agreement shall be for **August 28, 2019 – May 29, 2020**. Performance of the CONTRACTOR and participation levels of the class will be continuously evaluated for quality and level of participation. CONTRACTOR agrees that these terms can be amended and/or cancelled by SMUHSD at any time.
3. **Independent Contractor Status:** CONTRACTOR and SMUHSD have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of SMUHSD. CONTRACTOR is not entitled to any employee benefits. SMUHSD agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein. By their signatures to this agreement, each of the undersigned certifies that it is his or her considered judgment that CONTRACTOR engaged under this agreement is in fact an independent contractor.
4. **Indemnification for Damages, Taxes and Contributions:** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless SMUHSD (which for the purpose of paragraphs 6 and 7 shall include, without limitation, its officer, agents, employees and volunteers) from and against:
 - a. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CONTRACTOR may sustain or incur or which may be imposed upon it for injury to or death of person, or damage to property as a result of, arising out of, or in any manner connected with CONTRACTOR's performance under the terms of this agreement, excepting any liability arising out of the sole negligence of SMUHSD. Such indemnification includes any damage to the person(s), or property(s) of CONTRACTOR and third CONTRACTOR and

CONTRACTOR's officers, employees and agents engaged in the performance of this agreement (including without limitation, unemployment insurance, social security and payroll tax withholding) persons.


5. **Insurance:** CONTRACTOR, at its sole cost and expense, for the full term of this agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements that are checked and initialed. Such insurance coverage shall be primary coverage as respects CONTRACTOR and any insurance or self-insurance maintained by SMUHSD shall be in excess of CONTRACTOR's insurance coverage and shall not contribute to it. If CONTRACTOR utilizes one or more subcontractors in the performance of this agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR.
 - a. Types of Insurance and Minimum Limits
 - i. Workers' Compensation in the minimum statutorily required coverage amount.
 - ii. Comprehensive Commercial General Liability Insurance coverage in the minimum amount of \$500,000 combined single limit, including coverage for:
 1. Bodily injury
 2. Personal injury
 3. Broad-form property damage
 4. Contractual liability
 5. Cross-liability
 6. Completed operations
 - iii. Professional Liability Insurance in the minimum amount of \$500,000 combined single limit.
 - b. Other Insurance provisions
 - i. CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide SMUHSD on or before the effective date of this agreement with Certificates of Insurance for all required coverages.
6. **Non-assignment:** CONTRACTOR shall not assign this agreement without the prior written consent of SMUHSD.
7. **Compliance with Laws:** The Parties to this agreement shall comply with all applicable laws, rules and regulations of federal, state, and local governments and agencies thereof.
8. **Entire Agreement:** This agreement is the entire agreement and understanding between the parties, and it supersedes all prior agreements between them on this subject, if any, oral or written. This agreement can be modified or amended only with written consent of the Parties.
9. **Interpretation:** The terms of this agreement are to be interpreted in accordance with the laws of the United States of America and the State of California. The prevailing party in any action to enforce or interpret any of the terms of this agreement shall be entitled to reasonable attorneys' fees and costs (including those incurred on any level of appeal) incurred in such action.
10. **Confidentiality:** CONTRACTOR agrees to keep in confidence any proprietary information to which it is given access, and to return to SMUHSD such materials as have been made available because of the consultation.
11. **Ownership of Work Product.** Any and all material produced under this agreement, including preliminary drafts, are the sole and exclusive property of CONTRACTOR. It is possible that during

the course of, and subsequent to, the termination of its engagement under this agreement, CONTRACTOR may from time to time desire to publish, in its newsletter or other publications, certain materials that it creates for SMUHSD. CONTRACTOR agrees not to publish any such material without the express written approval of SMUHSD. Such clearance will not only set forth the conditions under which publication may be made, but will also ensure that proper credit is given with respect to the source of the material, if desired.

Contractor:

Megha Tiwari


Name

Signature 

8/26/19

Date

San Mateo Union High School District:


Kevin Skelly, Superintendent

9/5/19
Date

San Mateo Union High School District

Kevin Skelly, Ph.D., Superintendent

Elizabeth McManus, Deputy Superintendent Business Services

Kirk Black, Ed.D., Deputy Superintendent Human Resources and Student Services

Julia Kempkey, Ed.D. Assistant Superintendent of Curriculum and Instruction



Fitness Instructor Service Agreement Contract

The parties to this agreement are the **San Mateo Union High School District**, hereinafter referred to as "SMUHSD", and **MEGHA TIWARI**, hereinafter referred to as "CONTRACTOR". The parties agree as follows:

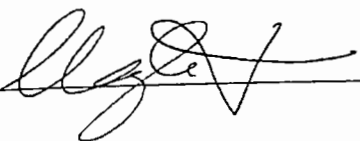
1. **Duties:** CONTRACTOR agrees to exercise special skills to provide the following independent contracting services: Group fitness and wellness programming for **Mills High School** teachers/faculty. Classes will be held at the following location/days/times: **400 Murchison Drive, Millbrae, CA 94030** on **8/13/2019** from **7:30am – 8:30am**. Classes will be taught by a certified health and fitness professional.
 - a. **Compensation:** In consideration for CONTRACTOR accomplishing said result, SMUHSD agrees to pay CONTRACTOR as follows: Cost per hour is **\$68.00**. CONTRACTOR will submit an invoice with the following information:
 - Date of each class
 - Number of attendees at each class
 - Total amount dueby the 30th of each month to Meghan Sartain (msartain@smuhsd.org) (650-558-2243).
2. **Term:** The term of this agreement shall be for **August 13, 2019**. Performance of the CONTRACTOR and participation levels of the class will be continuously evaluated for quality and level of participation. CONTRACTOR agrees that these terms can be amended and/or cancelled by SMUHSD at any time.
3. **Independent Contractor Status:** CONTRACTOR and SMUHSD have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of SMUHSD. CONTRACTOR is not entitled to any employee benefits. SMUHSD agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein. By their signatures to this agreement, each of the undersigned certifies that it is his or her considered judgment that CONTRACTOR engaged under this agreement is in fact an independent contractor.
4. **Indemnification for Damages, Taxes and Contributions:** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless SMUHSD (which for the purpose of paragraphs 6 and 7 shall include, without limitation, its officer, agents, employees and volunteers) from and against:
 - a. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CONTRACTOR may sustain or incur or which may be imposed upon it for injury to or death of person, or damage to property as a result of, arising out of, or in any manner connected with CONTRACTOR's performance under the terms of this agreement, excepting any liability arising out of the sole negligence of SMUHSD. Such indemnification includes any damage to the person(s), or property(s) of CONTRACTOR and third CONTRACTOR and CONTRACTOR's officers, employees and agents engaged in the performance of this

agreement (including without limitation, unemployment insurance, social security and payroll tax withholding) persons.

5. **Insurance:** CONTRACTOR, at its sole cost and expense, for the full term of this agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements that are checked and initialed. Such insurance coverage shall be primary coverage as respects CONTRACTOR and any insurance or self-insurance maintained by SMUHSD shall be in excess of CONTRACTOR's insurance coverage and shall not contribute to it. If CONTRACTOR utilizes one or more subcontractors in the performance of this agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR.
 - a. Types of Insurance and Minimum Limits
 - i. Workers' Compensation in the minimum statutorily required coverage amount.
 - ii. Comprehensive Commercial General Liability Insurance coverage in the minimum amount of \$500,000 combined single limit, including coverage for:
 1. Bodily injury
 2. Personal injury
 3. Broad-form property damage
 4. Contractual liability
 5. Cross-liability
 6. Completed operations
 - iii. Professional Liability Insurance in the minimum amount of \$500,000 combined single limit.
 - b. Other Insurance provisions
 - i. CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide SMUHSD on or before the effective date of this agreement with Certificates of Insurance for all required coverages.
6. **Non-assignment:** CONTRACTOR shall not assign this agreement without the prior written consent of SMUHSD.
7. **Compliance with Laws:** The Parties to this agreement shall comply with all applicable laws, rules and regulations of federal, state, and local governments and agencies thereof.
8. **Entire Agreement:** This agreement is the entire agreement and understanding between the parties, and it supersedes all prior agreements between them on this subject, if any, oral or written. This agreement can be modified or amended only with written consent of the Parties.
9. **Interpretation:** The terms of this agreement are to be interpreted in accordance with the laws of the United States of America and the State of California. The prevailing party in any action to enforce or interpret any of the terms of this agreement shall be entitled to reasonable attorneys' fees and costs (including those incurred on any level of appeal) incurred in such action.
10. **Confidentiality:** CONTRACTOR agrees to keep in confidence any proprietary information to which it is given access, and to return to SMUHSD such materials as have been made available because of the consultation.
11. **Ownership of Work Product.** Any and all material produced under this agreement, including preliminary drafts, are the sole and exclusive property of CONTRACTOR. It is possible that during the course of, and subsequent to, the termination of its engagement under this agreement,

CONTRACTOR may from time to time desire to publish, in its newsletter or other publications, certain materials that it creates for SMUHSD. CONTRACTOR agrees not to publish any such material without the express written approval of SMUHSD. Such clearance will not only set forth the conditions under which publication may be made, but will also ensure that proper credit is given with respect to the source of the material, if desired.

Contractor:


Name

8/12/19
Date

San Mateo Union High School District:


Kevin Skelly, Superintendent

9/5/19
Date

**SAN MATEO UNION HIGH SCHOOL DISTRICT
and
STARVISTA INSIGHTS ADOLESCENT COUNSELING PROGRAM**

**Agreement
Mental Health & Substance Use Support Services**

August 19, 2019

Background

Peninsula High School (PHS) has identified that substance use education and counseling is a critical need for our students and, through the School Site Council (SSC), allocated Title 1 funds to pay for these services from an outside agency. The scope of these needs involves three pieces: On-site support and involvement in PHS community, group therapy for specific students identified by PHS, and individual therapy for specific students identified by PHS. A verbal agreement was reached between the Principal at PHS and StarVista's Insights Adolescent Counseling Program for StarVista staff person to be on-site for no more than an average of 70 hours per month: in order to provide up to three (3) weekly group sessions (based on need determined by PHS staff) to take place on agreed upon days, to provide individual support services to students of PHS, and to remain engaged in the PHS community throughout the week. A cost of \$60/hour was identified and service will be provided throughout the first, second and third trimesters of the 2019/2020 school year. Dates and times of services will be determined by parties involved. The MOU replaces previous MOU created in May 2019.

Agreement

1. StarVista's Insights Adolescent Counseling Program will deliver weekly sessions of Group Counseling on mutually agreed upon dates and times. These sessions will be during the 4th period "Intervention" block, are 60 minutes in length, and will be billed for 1.5 hours to account for preparation and documentation. The first group will start with the school year. Additional groups will be opened as youth are identified and the need established.
2. StarVista's Insights Adolescent Counseling Program will provide individual support services to students identified by PHS staff and/or by StarVista staff in the group setting, as needed.
3. StarVista's Insights Adolescent Counseling Program will attend PHS Community Night and other community events to remain engaged in the community of students, parents, and faculty.
4. PHS will pay StarVista the agreed upon \$60/hour rate from the school's Title 1 funds for each hour of presence on PHS campus. StarVista staff person will be on-site for no more than an average of seventy (70) hours per month plus up to 30 hours in August (based on a nine (9) month (September-May) academic calendar for a maximum of six hundred sixty (660) hours throughout the course of the 2019-20 school year). The total amount rendered for services provided will not exceed \$39,600.
5. During the term of this agreement, in consideration of the services set forth in the paragraphs above, PHS shall pay to Contractor an amount not to exceed \$39,600 (based on a rate of \$60/hour). Based upon the aforementioned service requested. **Payments shall be made upon receipt of invoices submitted by Contractor. These invoices will be submitted at the end of each trimester and will reflect actual services rendered.**

For SUHSD/PHS:

Name: _____

Signature: _____

Date: _____

[Handwritten Signature]

9/5/19

For StarVista:

Name: _____

Signature: _____

Date: _____

Sara Larios Mitchell

[Handwritten Signature]

8/23/19

CONTRACT APPROVAL

**To: Roberta Beeken
2019**

Date: September 3,

From: Nancy Marty

Site: Burlingame High School

Number of Quotes: 1

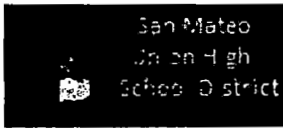
Funding Source: 01 Fund – BHS Music

Reason for proposal: Purchase of Quizlet for Music class

Total Contract: \$35.99

**Please approve the attached proposal from Quizlet for online study tools for
BHS Music Class.**

**Thank you,
Nancy Marty x2820**



Nancy Marty <nmarty@smuhsd.org>

Kyoko Yamamoto requested a purchase on Quizlet

Quizlet <upgradesupport@quizlet.com>
To: nmarty@smuhsd.org

Mon, Sep 2, 2019 at 10:36 AM

Quizlet

Invoice #461334301

Hi there,

Your colleague Kyoko Yamamoto has requested that you complete a purchase on Quizlet on their behalf.

Username: KyokoYamamoto

Email address: kyamamoto@smuhsd.org

Total: \$35.99

Item: 1 Quizlet Teacher upgrade (1 year)

They included this message for you: *Hi Nancy! I am emailing you regarding this matter. Thank you so much!*

To complete this purchase now with a **credit card**, use this link:
<https://quizlet.com/pay/8KPQBCzZK>

Need to pay another way? We do not accept Purchase Orders, but you can increase the number of upgrades you're purchasing to two or more and then pay by mailing us a check. If you'd like to do that, please generate a quote or invoice and submit a request to pay by check on the Quizlet website here. Once we receive payment, the person who requested this purchase will get an email with an upgrade activation link they can share with the members of their group and a receipt for the purchase.

Our completed W9 form is also included as an attachment to this email.

If you have any questions, contact us and a member of our Support team will get back to you quickly!

The Quizlet Team



[Contact Us](#) [Help Center](#)

501 2nd Street, Suite 500, San Francisco, CA 94107 USA

Study Everywhere! © 2019 Quizlet Inc.

[Handwritten signature] 9/5/19

 Quizlet-W9.pdf
511K

BOARD ITEM

(Up to \$25,000)

Date: *September 3, 2019*

To: *Roberta Beeken / Kevin Skelly*

From: *Anna Tang / Don Scatena*

Site: *District Office*

Number of Quotes: *1*

Funding Source: *General Fund – Middle Colleage*

Reason for proposal: *2 year subscription for Middle College
(ScheduleOnce)*

ScheduleOnce- is a website portal that allows parents and students to schedule appointments from their mobile or computer devise. It shows availability and they can book an appointment without having to email back and forth. The program allows counselors to keep track of their appointments offers the second record of their meetings.

Total Estimated Maximum Cost: *\$900.00*



CUSTOMER QUOTE

San Mateo Union High School District (smuhd.org)
650 North Delaware Street
SAN MATEO CA 94401
USA

Date
Aug 28, 2019

Quote Number
QU-0274

OnceHub Inc.
340 S Lemon Avenue
#5585
WALNUT CA 91789
UNITED STATES
Tel: +1 650-206-5585
Email:
billing@oncehub.com

Description	Quantity	Unit Price	Amount USD
ScheduleOnce Professional plan - 2 year subscription	3.00	300.00	900.00
Subtotal			900.00
TOTAL USD			900.00

 9/5/19

BOARD ITEM

(Up to \$25,000)

Date: 8/30/19

To: Roberta Beeken / Kevin Skelly

From: Anna Tang / Carolyn Schwartzbord

Site: *District Wide*

Number of Quotes: 1

Funding Source: *General Fund – Special Education*

Reason for proposal: *Annual license renewal fee for San Mateo
Medical Center Project SEARCH*

Proposal Amount: \$300



Children's Hospital Medical Center
3333 Burnet Avenue
Cincinnati, OH 45229-3039
Project SEARCH

INVOICE

Bill To: San Mateo Union High School District
650 North Delaware St.
San Mateo, CA 94401

Invoice:	DB00058092
Invoice Date:	8/30/2019
Service Dates:	10/1/2019 To: 9/30/2020
Payment Due:	8/30/2019

Service Dt	Qty	Item	Description	Rate	Amount
10/1/2019	1.00		License Fee	\$300.00	\$300.00
Notes:	- This invoice is for the annual license renewal fee for San Mateo Medical Center Project SEARCH				
Total Amount:					\$300.00

Make Checks Payable To:

Children's Hospital Medical Center

 9/5/19

Please put invoice number DB00058092 on all checks

To pay by credit card please call (513) 803-6828 or toll-free 1 (888) 700-9025.

For questions or concerns please call Brian Weimer at 513/803-4882.

Mail Payments To:

Children's Hospital Medical Center
3333 Burnet Avenue
Accounting Department MLC 4900
Cincinnati, OH 45229-3039

Thank you for your business!

CONTRACT APPROVAL
(Under 25K)

To: Kevin

Date: August 26, 2019

From: Debbie Arobio/Linda Carlton

Site: San Mateo High School

Number of Quotes: 1

Funding Source: General Fund - Maintenance

Reason for proposal: To troubleshoot phantom alarms which are occurring on the McQuay chiller CH-1.

Total Contract: \$1,686.00

Certificate of Insurance (on file): 57048256

Emergency PO: #ERSMHS08232019

Please approve the attached service proposal from United Mechanical Inc.

Thank you,





Service Proposal

2185 Oakland Road
San Jose, CA 95131
24/7 Service: (408) 228-1913
Fax: (408) 433-5203
HVAC Lic. 828335

ER P0#ERSMH S08232019

Date: Friday, August 23, 2019

Reference #:

SUBMITTED TO:

Client: San Mateo Union High School District
Contact Name: Steven Weigant
Billing Address: 839 Hinckley Rd.
Burlingame, CA 94010

SERVICE LOCATION:

Tenant: San Mateo Union High School District
Onsite Contact: Steven Weigant
Service Address: 839 Hinckley Rd.
Burlingame, CA 94010

FACILITY STATUS:

Standard

SCOPE OF WORK / DIAGNOSIS:

Troubleshoot McQuay chiller for intermittent "phantom alarms".
* Not to exceed 8 hours.

ADDITIONAL INFORMATION:

Unless otherwise stipulated herein, our pricing is based on all work taking place during normal business hours, and excludes permits, fees, engineering, or original service call costs.
Anything not specifically mentioned above is excluded.
Any delays during work will be billed as separate work.

The scope of work described is offered for the lump sum price of:

\$1,686

By accepting this proposal, the purchaser agrees to the attached terms and conditions. This quotation will be valid for a period of 30 days and payment is due 30 days from invoicing. If payment is not received interest will accrue at the rate of 1.5% per month. If an action is brought for collection the prevailing party shall be entitled to attorney's fees.

WARNING: Contractors are required by law to be licensed by the Contractor's State License Board which has jurisdiction to investigate complaints against Contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a Contractor may be referred to the Registrar, Contractor's State License Board, P.O. Box 26000, Sacramento, CA 95826
[California Business and Professional Code 7030(a)]

UMI Rep: Vahid Amani

Title: Account Manager

Date: 08/23/19

Client:

Title:

Date: 9/5/19

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Purchaser agrees to provide United Mechanical Inc (UMI) with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. UMI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge UMI for any costs or expenses without UMI's express written consent.
2. **HAZARDOUS MATERIALS.** Unless specifically noted in the statement of the scope of work or services undertaken by UMI under this agreement, UMI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBS, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by UMI shall not operate to compel UMI to perform any work relating to Hazards without UMI's express written consent.
3. **INVOICING & PAYMENTS.** UMI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If UMI's invoice is not paid within 30 days of its issuance, it is delinquent unless other approved agreement stipulates otherwise.
4. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of UMI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, UMI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefor.
5. **WARRANTY.** UMI warrants the parts and labor used during repairs of equipment covered by a UMI maintenance agreement for a period of one (1) year from date of repair. If the equipment is not covered by a UMI maintenance agreement UMI warrants the parts for a period of (1) year and the labor for (90) days. When the customer provides notice to United Mechanical Inc of any such defect within thirty (30) days after the appearance or discovery of such defect, United Mechanical Inc shall, at its option, repair or replace the defective equipment and/or parts. These warranties do not extend to any equipment and/or parts which has been repaired by others, normal wear and tear (belts, filters, etc.), abused, altered, misused, vandalized, damaged by acts of god. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
6. **LIABILITY.** UMI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
7. **TAXES.** The price of this proposal does not include duties, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by UMI or, alternatively, shall provide UMI with acceptable tax exemption certificates. UMI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
8. **DELAYS.** UMI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond UMI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of UMI, etc.
9. **COMPLIANCE WITH LAWS.** UMI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
10. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
11. **INSURANCE.** Insurance coverage in excess of UMI's standard limits will be furnished when requested and required. No credit will be given or premium paid by UMI for insurance afforded by others.
12. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the-indemnifying Party.
13. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
14. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.



24 HOUR SERVICE HOTLINE: (408) 228-1913
2185 Oakland Road, San Jose, CA 95131 | T: (408)232-9000 | F: (408)433-5203
6115 State Farm Drive, Unit A1, Rohnert Park, CA 94928 | T: (707)796-7400 | F: (707)796-7401
815 Atlantic Ave., Suite 105, Alameda, CA 94501 | T: (510)735-8001 | F: (510)735-8002
CA License #: 828335 | C20, C43, C36, B1, C4

San Mateo Union High School District

Kevin Skelly, Ph.D., Superintendent

Elizabeth McManus, Deputy Superintendent Business Services

Kirk Black, Ed.D., Deputy Superintendent Human Resources and Student Services

Julia Kempkey, Ed.D. Assistant Superintendent of Curriculum and Instruction



Fitness Instructor Service Agreement Contract

The parties to this agreement are the **San Mateo Union High School District**, hereinafter referred to as "SMUHSD", and **JOS BOLS** hereinafter referred to as "CONTRACTOR". The parties agree as follows:

1. **Duties:** CONTRACTOR agrees to exercise special skills to provide the following independent contracting services: Group fitness and wellness programming for **San Mateo High School** teachers/faculty. Classes will be taught by a certified health and fitness professional. Classes will be held on the following days/times:

WEDNESDAYS	San Mateo High School	Dance Room/Gym	3:40 – 4:40pm
-------------------	------------------------------	-----------------------	----------------------

- a. **Compensation:** In consideration for CONTRACTOR accomplishing said result, SMUHSD agrees to pay CONTRACTOR as follows: Cost per hour is **\$68.00**. CONTRACTOR will submit an invoice with the following information:
 - Date of each class
 - Number of attendees at each class
 - Total amount dueby the 30th of each month to Meghan Sartain (msartain@smuhsd.org) (650-558-2243).
2. **Term:** The term of this agreement shall be from **August 28, 2019 – May 29, 2020**. Performance of the CONTRACTOR and participation levels of the class will be continuously evaluated for quality and level of participation. CONTRACTOR agrees that these terms can be amended and/or cancelled by SMUHSD at any time.
 3. **Independent Contractor Status:** CONTRACTOR and SMUHSD have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of SMUHSD. CONTRACTOR is not entitled to any employee benefits. SMUHSD agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein. By their signatures to this agreement, each of the undersigned certifies that it is his or her considered judgment that CONTRACTOR engaged under this agreement is in fact an independent contractor.
 4. **Indemnification for Damages, Taxes and Contributions:** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless SMUHSD (which for the purpose of paragraphs 6 and 7 shall include, without limitation, its officer, agents, employees and volunteers) from and against:
 - a. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CONTRACTOR may sustain or incur or which may be imposed upon it for injury to or death of person, or damage to property as a result of, arising out of, or in any manner connected with CONTRACTOR's performance under the terms of this agreement, excepting any liability arising out of the sole negligence of SMUHSD. Such indemnification includes any damage to the person(s), or property(s) of CONTRACTOR and third CONTRACTOR and CONTRACTOR's officers, employees and agents engaged in the performance of this

San Mateo Union High School District
Fitness Instructor Service Agreement Contract - Continued

CONTRACTOR may from time to time desire to publish, in its newsletter or other publications, certain materials that it creates for SMUHSD. CONTRACTOR agrees not to publish any such material without the express written approval of SMUHSD. Such clearance will not only set forth the conditions under which publication may be made, but will also ensure that proper credit is given with respect to the source of the material, if desired.

Contractor:

Jos Bols
Name

[Signature]
Signature

9-27-19
Date

San Mateo Union High School District:

[Signature]
Kevin Skelly, Superintendent

9/5/19
Date

San Mateo Union High School District

Kevin Skelly, Ph.D., Superintendent

Elizabeth McManus, Deputy Superintendent Business Services

Kirk Black, Ed.D., Deputy Superintendent Human Resources and Student Services

Julia Kempkey, Ed.D. Assistant Superintendent of Curriculum and Instruction



Fitness Instructor Service Agreement Contract

The parties to this agreement are the **San Mateo Union High School District**, hereinafter referred to as "SMUHSD", and **DANA SWEENEY** hereinafter referred to as "CONTRACTOR". The parties agree as follows:

1. **Duties:** CONTRACTOR agrees to exercise special skills to provide the following independent contracting services: Group fitness and wellness programming for **Burlingame, Hillsdale, Mills High Schools and the San Mateo Adult School** teachers/faculty. Classes will be taught by a certified health and fitness professional. Classes will be held on the following days/times:

MONDAY	San Mateo Adult School	Room #45	3:45 - 4:45pm
TUESDAY	Burlingame High School	Alumni Room	3:30 - 4:30pm
WEDNESDAY	Hillsdale High School	Cafeteria	3:30 - 4:30pm
THURSDAY	Mills High School	Wellness Room	3:40 - 4:40pm

- a. **Compensation:** In consideration for CONTRACTOR accomplishing said result, SMUHSD agrees to pay CONTRACTOR as follows: Cost per hour is **\$80.00**. CONTRACTOR will submit an invoice with the following information:
 - Date of each class
 - Number of attendees at each class
 - Total amount dueby the 30th of each month to Meghan Sartain (msartain@smuhsd.org) (650-558-2243).
2. **Term:** The term of this agreement shall be from **August 20, 2019 – May 29, 2020**. Performance of the CONTRACTOR and participation levels of the class will be continuously evaluated for quality and level of participation. CONTRACTOR agrees that these terms can be amended and/or cancelled by SMUHSD at any time.
 3. **Independent Contractor Status:** CONTRACTOR and SMUHSD have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of SMUHSD. CONTRACTOR is not entitled to any employee benefits. SMUHSD agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein. By their signatures to this agreement, each of the undersigned certifies that it is his or her considered judgment that CONTRACTOR engaged under this agreement is in fact an independent contractor.
 4. **Indemnification for Damages, Taxes and Contributions:** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless SMUHSD (which for the purpose of paragraphs 6 and 7 shall include, without limitation, its officer, agents, employees and volunteers) from and against:
 - a. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CONTRACTOR may sustain or incur or which may be imposed upon it for injury to or death of person, or damage to property as a result of, arising out of, or in any manner connected with CONTRACTOR's performance under the terms of this agreement, excepting

any liability arising out of the sole negligence of SMUHSD. Such indemnification includes any damage to the person(s), or property(s) of CONTRACTOR and third CONTRACTOR and CONTRACTOR's officers, employees and agents engaged in the performance of this agreement (including without limitation, unemployment insurance, social security and payroll tax withholding) persons.

5. **Insurance:** CONTRACTOR, at its sole cost and expense, for the full term of this agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements that are checked and initialed. Such insurance coverage shall be primary coverage as respects CONTRACTOR and any insurance or self-insurance maintained by SMUHSD shall be in excess of CONTRACTOR's insurance coverage and shall not contribute to it. If CONTRACTOR utilizes one or more subcontractors in the performance of this agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR.
 - a. Types of Insurance and Minimum Limits
 - i. Workers' Compensation in the minimum statutorily required coverage amount.
 - ii. Comprehensive Commercial General Liability Insurance coverage in the minimum amount of \$500,000 combined single limit, including coverage for:
 1. Bodily injury
 2. Personal injury
 3. Broad-form property damage
 4. Contractual liability
 5. Cross-liability
 6. Completed operations
 - iii. Professional Liability Insurance in the minimum amount of \$500,000 combined single limit.
 - b. Other Insurance provisions
 - i. CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide SMUHSD on or before the effective date of this agreement with Certificates of Insurance for all required coverages.
6. **Non-assignment:** CONTRACTOR shall not assign this agreement without the prior written consent of SMUHSD.
7. **Compliance with Laws:** The Parties to this agreement shall comply with all applicable laws, rules and regulations of federal, state, and local governments and agencies thereof.
8. **Entire Agreement:** This agreement is the entire agreement and understanding between the parties, and it supersedes all prior agreements between them on this subject, if any, oral or written. This agreement can be modified or amended only with written consent of the Parties.
9. **Interpretation:** The terms of this agreement are to be interpreted in accordance with the laws of the United States of America and the State of California. The prevailing party in any action to enforce or interpret any of the terms of this agreement shall be entitled to reasonable attorneys' fees and costs (including those incurred on any level of appeal) incurred in such action.
10. **Confidentiality:** CONTRACTOR agrees to keep in confidence any proprietary information to which it is given access, and to return to SMUHSD such materials as have been made available because of the consultation.

San Mateo Union High School District
Fitness Instructor Service Agreement Contract - Continued

11. **Ownership of Work Product.** Any and all material produced under this agreement, including preliminary drafts, are the sole and exclusive property of CONTRACTOR. It is possible that during the course of, and subsequent to, the termination of its engagement under this agreement, CONTRACTOR may from time to time desire to publish, in its newsletter or other publications, certain materials that it creates for SMUHSD. CONTRACTOR agrees not to publish any such material without the express written approval of SMUHSD. Such clearance will not only set forth the conditions under which publication may be made, but will also ensure that proper credit is given with respect to the source of the material, if desired.

Contractor:

Dana Sweeney
Name

[Signature]
Signature

9/4/19
Date

San Mateo Union High School District:

[Signature]
Kevin Skelly, Superintendent

9/5/19
Date

CONTRACT APPROVAL
(Under 25K)

To: Kevin

Date: August 28, 2019

From: Debbie Arobio/Linda Carlton

Site: Aragon High School

Number of Quotes: 1 (Sole Source)

Funding Source: General Fund - Maintenance

Reason for proposal: To provide Tracer programming work for the (2) new FCU's which are serving the CTE Rooms.

Total Contract: \$5,434.00

Certificate of Insurance (on file): Y6308465L994TIL19

Please approve the attached estimate from Pacific Coast Trane Service.

Thank you,



**TRANE®**

Pacific Coast Trane Service

Trane Authorized
Warranty Service310 Soquel Way
Sunnyvale, CA 94085-4101
408 481 3700 24 Hours
408 481 3666 Fax

August 27, 2019

Mr. Steve Weigant
Mechanical Maintenance Foreperson
SAN MATEO UNION HIGH SCHOOL DISTRICT
Dept. M/O & F @ 839 Hinckley Road, Burlingame Ca 94010Subject: **NEW CTE RM FAN COIL UNITS FCU-3 & FCU-4 PROGRAMMING – E#31991**
Aragon High School, 900 Alameda De Las Pulgas, San Mateo Ca 94402

Dear Steve,

Per your request, **PACIFIC COAST TRANE SERVICE (PCTS)** is pleased to submit this proposal to perform the AHS CTE Wing programming services in accordance to the email request of SMUHSD (c/o Steve Weigant) as described below:

From: Steven Weigant <Sweigant@smuhd.org>
Sent: Monday, August 19, 2019 2:17 PM
To: Reyes, Rene <RReyes@trane.com>; Brad Barncord <bbarncord@smuhd.org>; Don Ahuna <dahun@smuhd.org>; Cynthia Chu <cchu@smuhd.org>
Subject: AHS New CTE wing Chiller CPL change request.

Good afternoon Rene...please see attached request in regards to the new CTE wing @ AHS:

New CTE - RM 180, FCU3 and FCU4. Verify that New CTE spaces can call on chiller plant when scheduled on during weekends. Adjust cooling set-points so the room can be cooled during high occupancy. FM not able to lower set-points and staff/admin have complaint of room comfort.

We would like to get these fan coils CWV interfaced into the Chiller plant CPL so that the chiller will be called when needed by FCU's CWV positioning. This was a project/request that I spoke to Rick Romero about just prior to his departure. This would be an great energy conservation move as currently the site needs to run an entire wing to call the chiller. We would also like to add a "short-cut" via the graphics to allow the Operation staff the ability to change the set-points as needed...easily.

Please send a quote over to me so I can get this taken care of through the approval process. Please let me know if you have any questions.

SCOPE OF WORK:

Based on the above request of SMUHSD, we will perform the programming work based on the following programming strategies:

Verify that New CTE spaces can call on chiller plant when scheduled on during weekends:

Fan coils CWV interfaced into the Chiller plant CPL so that the chiller will be called when needed by FCU's CWV positioning.

- Perform programming on Tracer SC to determine min/max FCU chilled water valve position
- Perform programming of Global AIP point from the CTE Tracer SC to the Tracer Ensemble database.
- Perform programming of Tracer Ensemble database to send this global AIP to the BCU database as AOP
- Reprogram Chiller Enable CPL to add this AOP status as an additional trigger flag software point.

Adjust cooling set-points so the room can be cooled during high occupancy

- Create a new CPL to automatically adjust cooling set-points based on high occupancy for the FCUs.



TRANE

Mr. Steve Weigant – Mechanical Maintenance Foreperson – San Mateo Union High School District
Page 2 of 3 / Aragon High School New CTE RM FCU3 & FCU4 Programming Services – E#31991

Add a "short-cut" via the graphics

- Create graphics on local CTE Tracer SC/ local Tracer Summit workstations on min/max chilled water valve positions.
- Upload graphics to Tracer Ensemble
- Update graphics on all required SMUHSD laptops (Any additional visits to load graphics on more laptops that were not available during our programming services will be charged extra)

THE TOTAL COST OF OUR SERVICE WOULD BE..... \$5,434.00

NOTES:

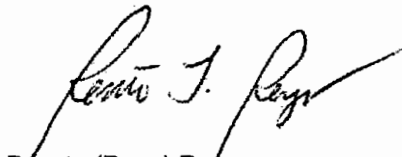
- The above price is based on three (3) working days of programming service on regular working time.
- In case we complete the job in less than three working days, our final bill will be reduced as follows:
 - Within the first working day = \$1,828.00
 - Within the first one and half working days = \$2,767.00
 - Within the first two working days = \$3,631.00
 - Within the first two and half working days = \$4,570.00
- In case we exceed the allocated three (3) working days of service in this proposal and additional time will be needed to complete the work, our rate for additional services shall be as follows :
 - For additional succeeding half day = \$964.00
 - For additional succeeding one day = \$1,828.00
 - For additional succeeding two days = \$3,631.00
- The above price is based on simple creation of graphics by our assigned service control engineer/programmer while doing the above prescribed programming services. However, in case special graphics will be required, we will add \$500.00 in our final invoice.

The above quoted price excludes all costs not specifically mentioned. All labor shall be performed during regular business hours (Monday through Friday 7:00AM to 4:30PM). Additional charges for the increase in the scope of services or any recommended repairs and the associated costs shall be brought to your attention prior to any work being performed and will be quoted separately. Any modification to the above referenced tasks or materials required to perform the tasks shall be considered as add to the proposal. The quoted price will be held firm for a period of thirty days from the date of this proposal.

If you have any questions or require additional information, please contact me Rene Reyes, Account Executive at 408.481.3695 (office), 408.655.3470 (cellular) or at RReyes@trane.com or contact Art Quintero at art.quintero@trane.com or at 408.481.3668 (office) or 408.701.7999. Our fax number is 408.481.3666. Thank you for the opportunity to be of service.

Sincerely,

PACIFIC COAST TRANE SERVICE



Renato (Rene) Reyes
Account Manager Direct Sale

Accepted By: 

Title: _____

Date: 7/5/19

PO Number: _____

PO Amount: _____

By signing above, customer agrees and is bound to the terms and conditions of this agreement.

RR: / E#31991

**TRANE**

PACIFIC COAST TRANE SERVICE TERMS & CONDITIONS

For Services performed in the United States, "PCTS" shall mean Pacific Coast Sales & Service, Inc. dba Pacific Coast Trane Service (herein "Trane").

Trane's Services are furnished pursuant to and subject to the following terms and conditions, except for any Services that are the subject of a pre-existing valid written agreement currently in effect between Trane and Customer, in which case such written agreement shall apply.

1. **Acceptance.** A proposal made upon these terms is subject to acceptance within thirty days from date and the prices are subject to change without notice prior to acceptance by Customer. If your order is an acceptance of a written proposal, on a form provided by Trane, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is Trane's offer, subject to credit approval, to provide the Services solely in accordance with the following terms and conditions of sale. If we do not hear from you within two weeks from the date hereof, Trane shall rely upon your silence as an acceptance of these terms and conditions and performance will be made in accordance herewith. Customer's acceptance of Services by Trane on this order will in any event constitute an acceptance by Customer of these terms and conditions.

2. **Payment and Taxes.** Payment is due upon receipt of Trane's invoice. A service charge of 1½% on unpaid balances may be charged by Trane. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Trane or, alternatively, shall provide Trane with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Trane in attempting to collect amounts due. Any after-hours services shall be billed according to then prevailing overtime or emergency rates.

3. **Warranties.** (a) material manufactured by Trane and supplied hereunder is warranted be free from defect in material and manufacture for a period of twelve months from date of start-up or replacement and Trane's obligation under this warranty is limited to repairing or replacing the defective part at its option; (b) labor is warranted (to have been properly performed) for a period of 90 days from completion and Trane's obligation under this warranty is limited to correcting any improperly performed labor; and (c) equipment and/or parts not manufactured by Trane are not warranted by Trane and shall have such warranties as are extended to Trane by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TRANE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. TRANE SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

4. **Indemnity and Liability.** Trane shall indemnify, defend and hold Customer harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of Trane, and/or its employees or agents. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. Trane is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the Commencement

Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold and/or fungi. Trane also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Trane. **NOTWITHSTANDING ANY CONTRARY PROVISION, TRANE SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR FACTS. IN NO EVENT SHALL TRANE BE LIABLE FOR ANY DAMAGES RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.**

5. **Asbestos and Hazardous Materials.** Trane's services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Trane become aware of or suspect the presence of Hazardous Materials, Trane may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Trane. Trane shall be required to resume performance of the services only when the affected area has been rendered harmless.

6. **Insurance.** Trane maintains insurance in the following minimum amounts during the Term: Commercial General Liability – \$1,000,000 per occurrence; Automobile Liability – \$1,000,000 CSL; Workers Compensation – Statutory Limits. If Customer has requested to be named as an additional insured under Trane's insurance policy, Trane will do so but only to the extent of Trane's indemnity assumed under the indemnity provision contained herein. Trane does not waive any rights of subrogation.

7. **Performance.** Services will be performed during normal working hours with any overtime or emergency labor billed separately, unless otherwise agreed to in writing. Duty to perform under this agreement and the price hereof are subject to the approval of Trane's credit department and is also contingent upon strikes, accidents, fires, the inability to procure materials from the usual sources of supply, or upon any event beyond the control of Trane. Upon disapproval of the credit department or upon the occurrence of any such event as aforesaid, Trane may delay performance or, at its option, renegotiate prices, terms and conditions with the Customer. If Trane and Customer are unable to agree on such revisions, this agreement shall be canceled without any liability, other than Customer's obligation to pay for services rendered by Trane to the date of cancellation.

8. **General.** This agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. If any part of this agreement is deemed to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced only to the extent required to remove the invalidity or unenforceability. Customer may not assign, transfer, or convey this agreement, or any part hereof, without the written consent of Trane. Subject to the foregoing, this agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. No modifications, additions or changes may be made to this agreement except in a writing signed by Trane.

Applicable only in the United States:

9. **Equal Employment Opportunity/Affirmative Action Clause.** Trane is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250.

CONTRACT APPROVAL
(Over 25K)

To: Roberta Beeken

Date: September 5, 2019

From: Araceli Pena/ Lori Parris

Site: San Mateo Adult School

Number of Quotes: 1

Funding Source: Fund 11

Reason for proposal: Providing merchant service online for students to register for classes. VANCO will be charging us a fee of 2.45% for every online charge. This agreement will roll over every school year.

Total Contract: up to \$3000

Certificate of Insurance (on file): N/a

Please approve the attached quote from VANCO.

Thank you,



Araceli Pena



Araceli Pena <apena@smuhsd.org>

Re: Copy of merchant agreement

3 messages

Lori Parris <lparris@smuhsd.org>
To: Araceli Pena <apena@smuhsd.org>
Cc: Stefanie Wright <stwright@smuhsd.org>

Tue, Sep 3, 2019 at 7:36 PM

Total Trans	Total SS	Fee @ 2.35% & \$0.10 per tran	Fee @ 2.45%
\$31	\$9851	\$ 1,489.60	\$ 1,466.35

We are opting for the flat fee of 2.45% and I have also attached the Merchant agreement.

I am anxious to move forward. Please let me know asap if anything else is needed.

Lori Parris
Assistant Director, San Mateo Adult School

On Tue, Sep 3, 2019 at 11:42 AM Jeremy Forrest <Jeremy.Forrest@vancopayments.com> wrote:

Here you go.

Jeremy Forrest

VP Operations and Compliance
3800 American Blvd. West | Suite 500
Bloomington, MN 55431
D: 952.352.8091 M: 443.801.5749

VANCO

A handwritten signature in black ink, appearing to be "JF", with the date "9/5/19" written below it.

Araceli Pena <apena@smuhsd.org>
To: Lori Parris <lparris@smuhsd.org>
Cc: Stefanie Wright <stwright@smuhsd.org>

Wed, Sep 4, 2019 at 7:39 AM

Good Morning Lori,

I do not see the attachment. Can you please resend?

Thank you,

Araceli Peña

Merchant Terms and Services Agreement

Revised March 1, 2019

This Merchant Services Agreement (“**Agreement**”) governs your use and access of the services provided through the ConnexPoint platform and related tools and services to facilitate your acceptance of Card payments, eChecks and ACH transfers from Customer deposit accounts in exchange for goods and services you provide (collectively “**Services**”) and constitutes a legally binding agreement between RevTrak, Inc. d/b/a ConnexPoint, having its principal office at 9201 East Bloomington Freeway, Suite RR, Bloomington, MN 55420 (“**Provider**”) and you, the merchant named in the online registration (“**Merchant**” or “**You**”). Payment processing services are provided by Vantiv, LLC (“**Processor**”) and Fifth Third Bank (as such bank may change from time to time, the “**Bank**”), with Provider acting as a payment facilitator on behalf of Merchant.

All capitalized terms that are not defined within the terms below are defined in the Glossary at the end of this Agreement. If you enter into these terms or use the Services on behalf of a Merchant, you represent that you have authority to bind such Merchant and your acceptance will be deemed acceptance by such Merchant.

This Agreement includes the terms of this Agreement and all exhibits hereto as well as the Rules and our Privacy Policy incorporated herein by reference, which describes our collection and use of Merchant’s information through the Services. The American Express, VISA, MasterCard and Discover Rules are available on their respective websites. The NACHA Rules are available for purchase at <https://www.nacha.org/rules>

BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU UNDERSTAND THIS AGREEMENT (INCLUDING THE BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS) AND ACCEPT ALL OF ITS TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE SERVICES.

1. Scope; Changes and Updates. The Services are intended for use only for transactions within the country where Merchant is located. Merchant may not use the Services for any other transactions. Provider reserves the right to modify the Services or terms of this Agreement at any time upon notice. Provider will notify Merchant of any material changes by posting them in the Dashboard, sending Merchant a message or otherwise notifying Merchant when Merchant logs into its account. Merchant’s continued use of the Services after any such changes shall constitute Merchant’s consent to such changes. The Rules and NACHA Rules may change at any time without notice.

2. Application, Accuracy of Information and Account Creation. In order to use the Services, Merchant must submit an application with Merchant information for approval by Provider. Merchant warrants that all information submitted as part of Merchant’s application and in connection with receipt of the Services is complete and accurate and Merchant agrees to authorize us to conduct an investigation of Merchant’s credit history and that of its principals with various credit reporting and credit bureau agencies for the purpose of determining eligibility for the Services and acceptance of this Agreement and ongoing performance hereunder. Merchant acknowledges that if, at any time, Provider cannot verify that this information is complete and accurate, Provider may deny Merchant use of Provider’s Services, or close the Merchant Account. Upon approval of an application, Provider will provide Merchant with access codes for a Merchant Account to allow Merchant to process and monitor transactions pursuant to the terms and services of this Agreement. Merchant may not disclose such codes or permit any third party to use them on penalty of forfeiting access to the Merchant Account. Except as required to deliver the Services and as permitted by Provider’s Privacy Policy, Provider will not grant any third-party access to the Merchant Account.

3. Transaction Processing and Settlement. Merchant authorizes Provider to provide the Services and to act on Merchant’s behalf to direct Processor to acquire, process and settle payments for transactions initiated by Customers via Provider’s ConnexPoint platform, subject to Merchant’s compliance with any technical specifications prescribed by Provider, Processor, Bank, and the Rules. Bank shall deposit settlement funds into, or withdraw funds for any errors, chargebacks, refunds, reversals or fees owed to Provider from, the Merchant Deposit Account(s) via direct bank or ACH transfer. If Bank cannot transfer the funds to the Merchant’s Deposit Account (due to inaccurate or obsolete bank account information entered by the Merchant, or for any other reason), Provider, Bank or Processor may refund the funds to the Customer or escheat them to the appropriate government authority. Bank, Provider, and Processor will not have any liability to Merchant for funds so refunded or escheated.

4. Fees. Provider will charge Merchant the fees specified in the separate order form delivered by Provider to Merchant. Fees will be deducted from Merchant's transaction settlements before such settlements are deposited into Merchant's Deposit Accounts.

5. Debit / Credit Authorization. Merchant authorizes Processor and Bank to initiate ACH debits and credits, wire transfers, or depository transfer checks to or from the Deposit Account(s) for the purposes set forth in this Agreement, including without limitation to pay Provider for any fees or other amounts Merchant owes Provider under this Agreement. Merchant authorizes Processor and Bank to initiate adjustments for any amounts credited or debited to the Deposit Account(s) in error. During the term of this Agreement and for no less than one (1) year thereafter, Merchant will maintain a positive balance in the Deposit Account(s) at all times sufficient to accommodate all funding required by this Agreement. If the amount available in the Deposit Account(s) is insufficient to pay amounts owed under this Agreement, Merchant shall immediately deposit additional funds into the Deposit Account(s) to cover such deficiency or shall pay such deficiency directly to, or as instructed by, Provider. Merchant agrees to reimburse Provider, Processor or Bank, as applicable, on demand, for any losses incurred as a result of insufficient funds in the Deposit Account(s). Merchant agrees Provider, Processor or Bank may set off amounts Merchant owes them against amounts owed to Merchant or take any action available by law to collect amounts owed. Merchant's ACH authorization pursuant to this Section 5 shall not be revoked until all Merchant obligations under this Agreement are satisfied and Merchant gives Provider written notice of revocation, and Merchant understands that Provider requires a reasonable time to act on any Merchant revocation. Merchant will ensure that each Customer authorizes Processor and Bank to initiate credit and debit ACH entries, wire transfers or forms of fund transfers to and from the Customers for the purposes set forth in the Agreement.

6. Prohibited Users. Merchant agrees to use commercially reasonable efforts to prevent Prohibited Users from using the Services and to promptly remove a Customer from the Services and notify Provider upon obtaining knowledge that the Customer is a Prohibited User.

7. Merchant Relationship and Product Responsibility; Indemnification. Provider is not party to the Merchant Relationship with Merchant's Customer that initiates the transaction, and Provider shall have no obligations thereunder or in respect thereof. To the extent allowed by applicable law, Merchant shall indemnify and hold harmless Provider, Processor, Bank, Payment Network, and all third parties from any and all claims, losses or other liabilities arising from or in relation to (i) the Merchant Relationship or any Product; and/or (ii) Merchant's non-compliance with the NACHA Rules, applicable law or the Rules, in each case including any and all costs associated with the legal defense related to such claims. Each transaction processed hereunder shall be a payment by Customer to Merchant that is facilitated by Provider and processed and settled by Processor and/or Bank as agents on behalf of Merchant. Merchant hereby appoints Provider, Processor and Bank as its agents for the purposes of receiving transaction payments on behalf of Merchant from its Customers. Provider shall have the right, but not the obligation, to issue receipts to Customers for all transaction funds received from Customers in connection with the Services.

Merchant is responsible for its Product and all customer service issues relating to Merchant's Product, including pricing, order fulfillment, order cancellation by Merchant or the Customer, returns, refunds and adjustments, rebates, functionality and warranty, technical support, and feedback concerning experiences with Merchant personnel, policies or processes. Merchant shall post its customer service telephone number on its website. In performing customer service, Merchant shall always present itself as a separate entity from Provider.

8. Provider Role and Status. Merchant acknowledges that (i) Provider is not a bank, money transmitter or other money services business. Provider's Service is that of a payment facilitator, by which Provider, Processor and Bank act on behalf of Merchant in the receipt of transaction payments from Customers. Funds received by Merchant from Customers in connection with the Services are not insured by Provider or any third party, except to the extent the Merchant Account(s) receive deposit insurance from the Federal Deposit Insurance Corporation as deposits of the financial institution wherein the Merchant Account(s) are maintained; (ii) Bank or Processor, not Provider, settles transaction funds to Merchant Account(s); (iii) Provider does not at any point hold, own or control funds in connection with the Services, nor does Provider transmit money or monetary value; (iv) in connection with the Services, Provider does not actually or constructively receive, take possession of or hold any money or monetary value for transmission, and does

not advertise, solicit or hold itself out as receiving money for transmission; and (v) the Bank or Processor is the party with sole responsibility for conducting the settlement of funds between Customers and Merchants. Provider is not a party to any transaction between Merchant and Customers processed via the Services.

9. Monitoring. Provider reserves the right to monitor Merchant's use of the Service to ensure compliance with this Agreement, the Rules and applicable laws. Merchant agrees that it shall allow a third-party audit of its compliance with this Agreement, the Rules and applicable laws and regulations upon reasonable notice, which shall be at Merchant's expense if it is required by Processor, Bank or a government agency. If Provider or any third party monitoring or auditing Merchant determines that Merchant is not in compliance with this Agreement, the Rules or applicable law, Provider reserves the right to take appropriate action, in its sole discretion, including, but not limited to, suspending or terminating this Agreement or access to the Services.

10. Merchant Obligations. In addition to any other obligations or requirements of Merchant set forth elsewhere in this Agreement, the Rules or under applicable law, Merchant agrees to the following in connection with its use of the Services:

A. Merchant shall comply, and cause third parties acting as Merchant's agents to comply, with the Rules and applicable law related to its and its Customers' use of the Services. Without limiting the foregoing, Merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of Foreign Assets Control (OFAC) and the Federal Trade Commission. For purposes of this section, Merchant's "agents" shall include, but are not limited to, Merchant's software providers and/or equipment providers.

B. Merchant shall permit Provider to monitor Merchant's and its Customers' use of the Services to ensure compliance with this Agreement, applicable laws and the Rules.

C. Merchant shall notify Provider immediately of any Customer disputes or other matters that require escalation to Processor or Bank and shall immediately forward to Provider any notices received by Merchant concerning a disputed payment transaction.

D. Merchant shall ensure that only sales transactions produced as the direct result of bona fide sales to Customers for such identified products and/or services as part of the Merchant Relationship are completed and delivered to Provider via Provider's ConnexPoint platform for processing.

E. Merchant shall not present sales transactions for any purposes related to any illegal or Prohibited Activity, including but not limited to money-laundering or financing of terrorist activities.

F. Merchant shall be located in the United States at all times during the term of this Agreement.

G. Merchant shall not transfer or attempt to transfer its financial liability under this Agreement to Customers by asking or requiring them to waive their dispute rights.

H. Merchant is solely liable for, and shall indemnify and hold harmless Provider, Processor and Bank from and against, all of its Customers' acts and omissions, all Customer disputes, and all Customer service-related issues. Merchant agrees that Provider, Processor or Bank may refuse to process any transaction initiated via the Services, in its reasonable discretion.

I. Merchant shall post a privacy policy to its website describing how it collects, shares, uses and protects personal information and shall honor the terms of such privacy policy.

J. Exclusively with respect to transactions conducted with an American Express card (and not with respect to any other transactions):

- a) Merchant agrees to comply with, and accept American Express Cards in accordance with, the terms of the Agreement and the American Express Merchant Operating Guide, as such terms may be amended from time to time.
- b) The American Express Merchant Operating Guide is located here: www.americanexpress.com/merchantopguide and incorporated by reference herein.
- c) Merchant hereby expressly authorizes Processor to submit transactions to, and receive settlement from, American Express on behalf of Merchant.
- d) Merchant understands and agrees that (i) Processor may disclose transaction data, merchant data, and other information about Merchant to American Express, and (ii) American Express may use such information to perform its responsibilities in connection herewith, promote the American Express network, perform analytics and create reports, and for any other lawful business purpose, including commercial marketing communications purposes within the parameters of its agreement with Processor, and important transactional or relationship communications from American Express.
- e) Merchant understands that it may contact Processor at any time to opt out of marketing messages from American Express. Merchant understands such opt out will not preclude Merchant from receiving important transactional or relationship communications from American Express.
- f) Merchant understands that American Express may use information obtained from Merchant's application at the time of setup to screen and/or monitor Merchant in connection with card marketing and administrative purposes.
- g) Merchant acknowledges that it may be converted from this program to a direct card acceptance relationship with American Express if and when it becomes a "High CV Merchant" in accordance with Section 10.5 of the American Express Operating Regulations. Merchant expressly agrees that, upon such conversion, (i) Merchant will be bound by American Express' then-current "Card Acceptance Agreement"; and (ii) American Express will set pricing and other fees payable by the Merchant for card acceptance.
- h) Merchant expressly agrees that it shall not assign to any third party any payments due to it under the Agreement, and all indebtedness arising from charges will be for bona fide sales of goods and services (or both) at its establishments and free of liens, claims and encumbrances other than ordinary sales taxes; provided, however, that the Merchant may sell and assign further transaction receivables to Processor, its affiliated entities and/or any other cash advance funding source that partners with Processor or its affiliated entities, without consent of American Express.
- i) Merchant hereby grants American Express third-party beneficiary rights, but not obligations, to this Agreement that will fully provide American Express the ability to enforce the terms of this Agreement against Merchant.
- j) Merchant understands that it may opt out of accepting American Express cards at any time without penalty and without directly or indirectly affecting its rights to accept other payment products.
- k) Merchant acknowledges that Processor has the right to terminate Merchant's right to accept American Express cards (i) if Merchant breaches any of the provisions of this Section 10(J) or the American Express Merchant Operating Guide; (ii) for cause or fraudulent or other activity; or (iii) upon American Express' request.
- l) Merchant agrees that its refund policies for purchases on American Express cards shall be at least as favorable as its refund policies for purchases or any other payment products, and the refund policy shall be disclosed to American Express cardmembers at the time of purchase and in compliance with applicable laws.
- m) Merchant shall not bill or collect from any American Express cardmember for any purchase or payment on such card unless chargeback has been exercised, the Merchant has fully paid for such charge, and it otherwise has the right to do so.
- n) Merchant agrees to comply with the American Express Data Security Requirements and Payment Card Industry Data Security Standard, each as described in Chapter 15 of the American Express Operating Regulations.
- o) Merchant agrees to report all instances of any data incidents immediately to Processor after discovery of the incident.
- p) Merchant agrees to cease all use of, and remove American Express licensed marks from, its website and wherever else they are displayed, upon termination of this Agreement or Merchant's participation in the American Express program.

11. Merchant Data Consent. Merchant expressly consents for Provider, Processor, Bank and all third parties that assist in the delivery of the Services to collect, use, store and disclose Merchant information, including that provided in the Application, information concerning Customers, transactions and the business of the Merchant in order to supply the Services, generate reports, reduce fraud, provide customer support, create and share aggregated, de-identified data concerning the Services and assess the risk associated with the Merchant and its Customers. Payment Networks shall have the right to receive and use such Merchant or Customer information as is necessary to process payment transactions initiated pursuant to the Services provided in this Agreement.

12. Direct Merchant Status. In the event that more than \$1,000,000 in Visa transactions and/or \$1,000,000 in MasterCard transactions (or such other amount provided by the Rules) is processed through and on behalf of Merchant in any 12-month period, Merchant will automatically be deemed to have accepted, and will be bound by, the Additional Vantiv Merchant Services Agreement, the terms of which will be independently enforceable by Processor.

13. Taxes. Merchant has the exclusive responsibility to calculate, charge, collect and remit state and other taxes applicable to Product sales. Provider, Processor or the Bank may have tax reporting responsibilities in connection with the Service. Provider will report annually to the Internal Revenue Service ("IRS") on Form 1099-K or to other entities as required by law, Merchant's entity name, address, Tax Identification Number or Employer Identification Number (EIN), the total dollar amount of the payments Merchant receives in a calendar year and other information as may be requested. If Merchant is a non-profit organization, it shall retain sole and exclusive responsibility for classifying themselves and their transactions, issuing any required reports and receipts, and making any required tax or other filings.

14. Refunds and Returns. By accepting Card transactions with us, Merchant agrees to process returns of, and provide refunds and adjustments for, Merchant's Products in accordance with this Agreement and the Rules, including without limitation, the following: (i) maintain a fair return, cancellation or adjustment policy; (ii) disclose Merchant's return or cancellation policy to Customers at the time of purchase, (iii) not give cash refunds to a Customer in connection with a Card sale unless required by law, and (iv) not accept cash or any other item of value for preparing a Card sale refund.

The amount of the refund/adjustment must include any associated taxes required to be refunded and cannot exceed the amount shown as the total on the original sales receipt. Merchant can process a refund through Merchant's Deposit Account up to three hundred and sixty five (365) days from the day Merchant accepted the payment. Provider will then net the refund from Merchant's processing transactions. Neither Bank, Processor nor Provider is obligated to process refunds that will result in a negative balance in Merchant's Deposit Account.

15. Chargebacks. All payments made through the Payment Networks are conditional and subject to reversals and adjustments. The Rules and applicable laws give parties to payment transactions certain rights to dispute transactions long after payment has been made to the merchant. A transaction may be reversed or charged back to Merchant's Deposit Account (a "Chargeback") if the transaction (i) is disputed by the Customer; (ii) is reversed for any reason; (iii) was not authorized or Provider has any reason to believe that the transaction was not authorized; or (iv) is allegedly unlawful, suspicious, or in violation of the terms of this Agreement. Provider does not decide what transactions are charged back and does not control the ultimate resolution of the Chargeback. Merchant is responsible for all Chargebacks, whether or not the Chargeback complies with the Rules.

For any transaction that results in a Chargeback, Provider will withhold the Chargeback amount and any associated fees, fines and penalties from transaction settlements otherwise due to Merchant or will deduct the amount of any Chargeback from Merchant's Deposit Account. If Provider is unable to recover funds related to a Chargeback for which Merchant is liable, Merchant agrees to pay Provider the full amount of the Chargeback and all associated fees, fines and penalties immediately upon demand. While Merchant may still be able to pursue a claim directly against the cardholder, neither Provider, Processor nor Bank is responsible for such transaction.

If Provider, Processor or Bank, in our sole discretion, determine that Merchant is incurring an excessive amount of Chargebacks, Provider, Processor or Bank may establish controls or conditions governing Merchant's Deposit Account,

including without limitation (i) assessing additional Fees; (ii) delaying settlement payouts; and (iii) terminating or suspending the Services.

Merchant agrees to timely assist Provider when requested, at Merchant's expense, to investigate any of Merchant's transactions processed through this Agreement. Merchant hereby permits Provider to share information about a Chargeback with the Customer, the Customer's financial institution, and Merchant's financial institution in order to investigate and/or mediate a Chargeback. Provider will request necessary information from Merchant to contest the Chargeback. If the Chargeback is contested successfully, Provider will release the reserved funds to Merchant's Deposit Account. If a Chargeback dispute is not resolved in Merchant's favor by the Payment Network or Issuing Bank, or Merchant chooses not to contest the Chargeback, Provider may recover the Chargeback amount and any associated fees as described in this Agreement. Merchant acknowledges that its failure to assist Provider in a timely manner may result in an irreversible Chargeback.

16. Reserves. To secure Merchant's obligations to Customers and to Provider, Merchant authorizes Provider to establish a Reserve Account pursuant to the terms of this Section 16. The amount of such Reserve Account shall be set by Provider in its sole discretion, and may be equal to the total amount of all completed sales transactions. Provider may fund the Reserve Account with funds that would otherwise have been sent to the Deposit Account. Provider may hold funds in the Reserve Account until such time that the event for which Merchant is collecting payments has been held or completed or such earlier time as determined by Provider in its sole discretion.

17. Electronic Check ("eCheck") Processing and Preauthorized Electronic Debit Entries. If selected by Merchant as part of the Services, Provider will provide eCheck and electronic debit entry transaction ("**Entry**") processing services to Merchant where Merchant has obtained proper authorization from Merchant's Customer that holds the deposit account to be debited ("**eCheck Authorization**"). Merchant is responsible for complying with all applicable Rules, laws and regulations governing electronic check processing, check conversion and/or the initiation of preauthorized electronic debit entries. Merchant agrees to maintain and store each eCheck Authorization and provide evidence of eCheck Authorizations to Provider upon its request. Additionally, Merchant agrees to record and store telephone conversations and other data transmissions with Customers for the purposes of demonstrating compliance with applicable Rules, laws, regulations and the requirements of this Agreement.

Provider or Processor will report to Merchant those Entries which fail Processor's verification process designed to identify accounts which have unpaid checks outstanding or have been closed for cause. If an Entry is being declined based on such verification process, Merchant agrees to provide such Customer (in a manner that complies with applicable laws, the NACHA Rules and applicable regulations) a decline notice. Merchant agrees not to reinitiate Entries once they have received a "**Payment Stopped**" as a reason for a return, unless an eCheck Authorization from the Customer overriding the stop payment has been received. Merchant understands, acknowledges and agrees that Processor verifications are for informational purposes only and are not a guaranty of payment of any Entry.

Merchant has no right to cancel or amend any Entry after its receipt by Processor or Bank. Merchant is responsible for payment for an Entry even if the Entry is erroneous or is a duplicate Entry and regardless of whether Merchant was the source of the error or duplicate Entry.

18. Cardholder Data Security. Provider has implemented technical and organizational measures designed to secure Merchant's Customer's personal information from accidental loss and from unauthorized access, use, alteration or disclosure; however, Provider cannot guarantee that unauthorized third parties will never be able to defeat those measures or use Merchant's, or Merchant's Customers', personal information for improper purposes.

Provider is committed to the secure operation of the systems used to operate the Services. Provider is audited on an annual basis and is certified and compliant with Level 1 Payment Card Industry Data Security Standards (PCI DSS). Provider systems are regularly tested for compliance with all applicable PCI DSS standards and best practices. Provider will maintain all applicable PCI DSS requirements to the extent that Provider possesses or otherwise stores, processes, or transmits cardholder data on behalf of the Merchant, or otherwise impacts the security of the Provider cardholder data environment.

Merchant shall adopt and maintain the following security requirements for its security environment:

- a) Restriction on distribution of credit account numbers via unencrypted messaging technologies, such as email, instant messaging, etc.
- b) Installation of anti-virus software that updates automatically.
- c) Installation of all operating system patches, such as Windows Updates, timely to protect Merchant's system from known vulnerabilities.
- d) All Cardholder Data or deposit account information that may be used in phone orders should be entered directly into Provider's system and should not be recorded. Should hard copy data be received by Merchant, it should be destroyed immediately after received in a manner that reconstruction is not practically possible (shredding, incinerated, pulped, etc.). Any materials that are not immediately destroyed must be secured.

19. Recordkeeping. Merchant shall have exclusive responsibility for: (i) compiling and retaining permanent records of all transactions and other data; and (ii) reconciling all transaction information that is associated with Account. Merchant agrees to keep accurate and complete records of all transactions initiated pursuant to the Services provided in a form and for a length of time consistent with the Rules and applicable laws and regulations, but for no less than one year. Merchant agrees to provide access to or copies of such records to Provider, Processor or Bank upon request.

20. Errors or Unauthorized Transactions. If Merchant believes there is an error or unauthorized transaction activity associated with a Merchant Account, Merchant shall immediately notify Provider. Provider will attempt to correct processing errors by instructing the Bank to debit or credit the Merchant Account. Provider will only correct transactions that are processed incorrectly if and when Merchant notifies Provider of such an error in a timely fashion. Merchant expressly agrees that if Merchant fails to notify Provider that Merchant has not received its settlement funds within five (5) business days from the date that settlement was due to occur, or fails to reject any report, notice, or invoice **that Merchant believes to contain an error** within sixty (60) business days from the date the report or invoice is made available to Merchant, **neither Provider, Processor nor Bank shall have any duty to take additional action and shall not be liable to Merchant regarding such settlement or error.**

21. Confidentiality. Each party agrees to regard and preserve as confidential all non-public information related to the business of the other party or such party's clients or vendors, which may be obtained by such party as a result of this Agreement ("**Confidential Information**"). For the avoidance of doubt, Confidential Information of Provider includes information about the ConnexPoint platform and Provider's Intellectual Property and Confidential Information of Merchant includes Merchant's Customer information. Each party agrees to hold the Confidential Information of the other in confidence and shall not disclose such information to any person or entity or use, directly or indirectly, any such information for its own benefit or the benefit of any other party provided however that Provider may use and share Merchant's Confidential Information as required by Provider and its affiliates in order to provide the Services and as further permitted under the Privacy Policy. Notwithstanding the foregoing, either party may disclose the other party's Confidential Information pursuant to applicable law or regulation or compulsion of proper judicial or other legal process; provided, however, if permitted by applicable law, the disclosing party shall provide prompt notice of the same prior to such required disclosure such that the other party may seek a protective order or other appropriate remedy to safeguard, restrict or limit the disclosure of such Confidential Information and shall limit any disclosure ultimately required to such Confidential Information as required to be disclosed. Information shall not be considered "**Confidential Information**" hereunder to the extent, but only to the extent that, such information (a) is or becomes publicly available through no fault, default or breach of or by the receiving party, (b) is or was rightfully acquired by the receiving party from an independent third party without restriction or obligation of confidentiality and without breach of any agreement or obligation or (c) is or was independently obtained or developed by the receiving party without use of Confidential Information of the other party.

22. Term and Termination. This Agreement shall be on a month-to-month basis and shall be cancelable by either party at any time for any reason upon notice to the other party in accordance with Section 28 (Electronic Communications and Other Notices). When Merchant cancels the Services or terminates its account, any pending transactions may be cancelled. Any funds that Provider or the Bank are holding in custody for Merchant at the time of closure, less any applicable Fees and other liabilities of Merchant, will be paid to Merchant according to the Merchant payment schedule,

assuming all payout-related authentication requirements have been fulfilled. If a Chargeback investigation is pending at the time Merchant terminates the Merchant Agreement or if Provider deems there is a potential for Chargebacks, Provider may hold Merchant funds as described above. If it is later determined that Merchant is entitled to some or all of the funds in dispute, Provider will release those funds to Merchant. Bank may also withhold such funds pending investigation of Merchant transactions or potential liabilities hereunder.

In addition to our rights to terminate this Agreement, Provider may also suspend the Merchant Account and Merchant's access to such Account if Merchant (i) has violated the terms of this Agreement, or any other agreement you have with us; (ii) poses an unacceptable credit or fraud risk to us, Processor or Bank; or (iii) provides any false, incomplete, inaccurate, or misleading information or otherwise engages in fraudulent or illegal conduct.

If this Agreement is terminated, you agree: (i) to continue to be bound by the terms of this Agreement that survive termination; (ii) to immediately stop using the Services and the Account; (iii) that the license provided under this Agreement shall end; (iv) that Provider reserves the right (but has no obligation) to delete all of Merchant's information and Account data stored on our servers after a reasonable period of time (but also reserves the right to retain copies thereof for up to five (5) years); and (v) that Provider shall not be liable to you or any third party on account of our termination of Merchant's access to the Services or the Merchant Account or for deletion of Merchant's information or Account data.

On any termination hereof, Merchant shall remain liable hereunder for any and all Fees or costs accrued prior to or following termination and any other amounts owed by Merchant to Provider, Processor, Bank or a Payment Network.

23. License. Subject to Merchant obligations under this Agreement, Provider grants you a personal, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense, to electronically access and use the Services solely to facilitate the acceptance and receipt of payments and to manage the funds you so receive, in accordance with this Agreement. The Services include our website, any software, programs, documentation, tools, internet-based services, components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) provided to you by us. Merchant will be entitled to updates, subject to any additional terms made known to you at that time, when Provider makes these updates available.

Merchant may not, nor may you permit any third party to do any of the following: (i) access or monitor any material or information on any of our systems using any manual process or robot, spider, scraper, or other automated means unless you have separately executed a written agreement with us referencing this section that expressly grants you an exception to this prohibition; (ii) copy, reproduce, alter, modify, create derivative works, publicly display, republish, upload, post, transmit, resell or distribute in any way material or information from us unless provided to you for that purpose; (iii) permit any third party to use and benefit from the Services via a rental, lease, timesharing, service bureau or other arrangement; (iv) transfer any rights granted to you under this Agreement; (v) violate the restrictions in any robot exclusion headers within the Services or any of our services or products, work around, bypass, or circumvent any of the technical limitations of the Services, use any tool to enable features or functionalities that are otherwise disabled in the Services, or decompile, disassemble or otherwise reverse engineer the Services, except to the extent that such restriction is expressly prohibited by law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Services, prevent access to or use of the Services by our other users, or impose an unreasonable or disproportionately large load on our infrastructure; or (vii) otherwise use the Services except as expressly allowed under this section.

24. Ownership. The Services, of which the Merchant Account is a part, are licensed and not sold. Provider reserves all rights not expressly granted to you in this Agreement. The Services are protected by copyright, trade secret and other intellectual property laws. Provider owns the title, copyright and other worldwide Intellectual Property Rights (as defined below) in the website, all copies of the website, all Services and all copies thereof, and will allow you to use our Intellectual Property to display on Merchant's site with our written permission. This Agreement does not grant you any rights to our trademarks or service marks nor may you remove, obscure, or alter any of our trademarks or service marks included in the Service.

For the purposes of this Agreement, "**Intellectual Property Rights**" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights, and other intellectual property rights as may now exist or hereafter come into existence, and all applications and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

Merchant may choose to or Provider may invite you to submit comments or ideas about the Services, including without limitation about how to improve the Services or our other products ("**Ideas**"). By submitting any Idea, you agree that Merchant's disclosure is gratuitous, unsolicited, and without restriction, that it will not place us under any fiduciary or other obligation, and that Provider is free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. Merchant further acknowledges that, by acceptance of Merchant's submission, Provider does not waive any rights to use similar or related Ideas previously known to us, or developed by us.

25. No Warranties. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICES IS AT MERCHANT'S OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SERVICE OR MERCHANT'S MERCHANT ACCOUNT WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

WITHOUT LIMITING THE FOREGOING, PROVIDER, OUR PROCESSOR AND BANK, PAYMENT NETWORKS AND ALL THIRD PARTIES ASSISTING IN PROVIDING THE SERVICES DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICES WILL MEET MERCHANT'S REQUIREMENTS; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DOWNLOADED AT MERCHANT'S OWN RISK AND MERCHANT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO PROPERTY OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

PROVIDER DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN MERCHANT AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

26. Limitation of Liability. PROVIDER SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF SALES, GOODWILL, PROFITS OR REVENUES.

PROVIDER'S LIABILITY UNDER THIS AGREEMENT FOR ANY CLAIM SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY MERCHANT HEREUNDER DURING THE THREE (3) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

PROVIDER SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED DIRECTLY OR INDIRECTLY BY: (I) AN ACT OR OMISSION OF MERCHANT OR ITS AFFILIATES OR ANY CUSTOMER; (II) MERCHANT USE OF OR MERCHANT INABILITY TO USE THE SERVICES; (III) DELAYS OR DISRUPTIONS IN THE SERVICES, (IV) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING THE SERVICES; (V) BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN THE SERVICES; (VI) ACTS OR OMISSIONS OF THIRD PARTIES; (VII) A SUSPENSION OR OTHER ACTION TAKEN IN ACCORDANCE WITH THE TERMS OF

THIS AGREEMENT WITH RESPECT TO MERCHANT ACCOUNTS; (VIII) PROVIDER'S NEED TO MODIFY PRACTICES, CONTENT, OR BEHAVIOR, OR MERCHANT DIMINISHED ABILITY TO DO BUSINESS, AS A RESULT OF CHANGES TO THIS AGREEMENT OR PROVIDER'S POLICIES OR SERVICES MADE IN ACCORDANCE WITH THIS AGREEMENT OR APPLICABLE LAW; (IX) BREACHES BY MERCHANT OF THIS AGREEMENT; (X) INCORRECT OR INCOMPLETE TRANSACTION INFORMATION; OR (XI) PROVIDER, PROCESSOR OR ONE OF ITS BANKING OR OTHER SUPPLIERS ELECTING TO SUSPEND PROVIDING SERVICES IN RESPECT OF MERCHANT OR A CUSTOMER ON THE BASIS OF ITS LEGAL, COMPLIANCE, OR RISK POLICIES.

27. Assignment. The Merchant may not assign or otherwise transfer any or all of its rights or obligations under this Agreement without Provider's prior written consent, and any assignment without such prior written consent will be null and void. Provider may assign any of its rights or obligations hereunder to a third party on notice to Merchant provided that the successor in interest to Provider assumes the corresponding obligations of Provider hereunder.

28. Performance by Provider Affiliates. Notwithstanding anything in this Agreement, Merchant agrees and acknowledges that Provider may provide some of the Services through its Affiliates or other third-party service providers. Merchant agrees and acknowledges that providing the Services through any third party or Affiliate shall not be considered an assignment of this Agreement unless agreed upon in writing and Provider shall be the sole entity liable for any provisions in this Agreement which apply to Provider including to the performance of the Services and execution of the Agreement.

29. Electronic Communication and Other Notices. Merchant agrees that Provider may provide all notices and other communications required or permitted to be given by Merchant hereunder by electronic means through the ConnexPoint Dashboard and such notices are considered received by Merchant twenty-four (24) hours after posting or transmission by Provider. Such Provider communications to the Merchant may include but are not limited to: (i) agreements and policies, such as this Agreement and our Privacy Policy including updates thereto; (ii) annual disclosures; (iii) transaction receipts or confirmations; (iv) communication in relation to delinquent accounts (which may also be by phone, and may be made by Provider or by anyone on its behalf, including a third party collection agent); (v) Client Statements and history; and (vi) tax statements. Merchant shall make sure that its primary email address is up to date in the Account and it shall check that email periodically and not less than once per week. In the event that any email from Provider or other communication is blocked by a spam filter or other issue outside of the control of Provider, Merchant shall be deemed to have received the communication all the same. Any notices or demands from Merchant to Provider under this Agreement, including without limitation notices regarding termination or breach of this Agreement, shall be in writing and shall be deemed to have been duly given if delivered in person or by United States mail, certified or registered, postage prepaid, return receipt requested, or otherwise actually delivered to Provider at the address noted in the first paragraph of the Agreement.

30. Third Party Services. Provider is not liable for Third Party Servicers or their services even if the Services contains links to them or the Services are integrated with them. The inclusion of any link or integration to a Third Party Servicer does not imply an approval, endorsement, or recommendation by Provider. Merchant agrees that Merchant accesses any such website at Merchant's own risk.

31. Independent Contractors. The relationships of the parties to this Agreement shall be solely that of independent contractors, and nothing contained in this Agreement shall be construed otherwise. Nothing in this Agreement or in the business or dealings between the parties shall be construed to make them joint ventures or partners with each other. Neither party shall do anything to suggest to third parties that the relationship between the parties is anything other than that of independent contractors.

32. Whole Agreement. This Agreement and all exhibits and documents referenced herein constitute the entire understanding and agreement between the parties and supersedes any and all prior discussions, agreements, promises and correspondence, whether oral or written, with regard to the subject matter hereof or otherwise, including (without limitation) any memorandum of understanding between the parties.

33. Governing Law. This Agreement and any dispute arising hereunder shall be governed by the law of the state in which the Merchant is located, without regard to its choice of law or conflicts of law principles that would require application of law of a different jurisdiction.

34. Arbitration. Merchant and Provider shall settle all disputes relating in any way to this Agreement or arising from or in respect of this Agreement exclusively by binding arbitration rather than in court, except that either party may assert claims in small claims court if it qualifies. In addition, either party may bring suit in court to enjoin infringement or other unauthorized use of any intellectual property rights. The Federal Arbitration Act and federal arbitration law apply to this agreement.

ANY ARBITRATION UNDER THIS AGREEMENT WILL BE ONLY ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED, AND MERCHANT IS WAIVING MERCHANT'S RIGHTS TO HAVE MERCHANT'S CASE DECIDED BY A JURY AND TO PARTICIPATE IN A CLASS ACTION AGAINST PROVIDER. All Disputes shall be resolved finally and exclusively by binding individual arbitration with a single arbitrator administered by the American Arbitration Association (www.adr.org) ("AAA") according to this provision and the applicable arbitration rules. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. Arbitration shall take place not more than fifty (50) miles from the office of the Provider before a single arbitrator who is a lawyer practicing commercial law.

35. Limitation on Time to Initiate a Dispute. Unless otherwise required by law, an action or proceeding by Merchant hereunder relating to any dispute or claim by Merchant must commence within one (1) year after the cause of action occurs, failing which Merchant foregoes any rights in respect thereof.

36. Interpretation. No failure, delay of forbearance of either party in exercising any power or right hereunder will in any way restrict or diminish such party's rights and powers under this Agreement, or operate as a waiver of any breach or nonperformance by either party of any terms of conditions hereof. Headings in this Agreement are included for reference purposes only and are not to be used in interpreting this Agreement.

In the event that any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and the unenforceable provision shall be enforced to the maximum extent permissible under law. Nothing in this Agreement shall be construed or be deemed to create any rights or remedies in or for the benefit of any third party except as expressly set forth herein.

37. Survival. Any provision that is reasonably necessary to accomplish or enforce the purpose of this Agreement shall survive and remain in effect in accordance with its terms upon the termination of this Agreement. For greater certainty but without limitation, the indemnification, limitation of liability and any confidentiality clauses shall survive termination hereof.

Glossary

"ACH" means the Automated Clearing House;

"Additional Vantiv Merchant Services Agreement" means the Additional Vantiv Merchant Services Agreement appended to this agreement as Exhibit A and located here, as may be amended from time to time, or such other agreement as required by Vantiv.

"Affiliate" means, with respect to any party, any corporation, partnership or other entity which is directly or indirectly controlled by such party or is directly or indirectly controlled by a Person that is the same as that which controls the party. For the purposes of this definition, control shall mean ownership of half or more of the voting interests in an entity;

"Application" means an electronic or paper form completed by the Merchant in relation to procuring the Services which shall form a part hereof and constitute representations by the Merchant hereunder;

"Bank" means a member of a Payment Network that has sponsored Provider as a payment services provider, payment facilitator or otherwise to supply the Services and that acquires Card transaction funds through Payment Networks. Bank shall also include Processor;

"Card" means a payment card or account number issued by a Payment Network member to a cardholder pursuant to a valid agreement between the cardholder and the Issuing Bank;

"Cardholder Data" means information associated with a Card, such as account number, expiration date, and CVV2;

"Customer" means a Person paying for goods and services from Merchant via Provider's ConnexPoint platform and its related tools and services;

"Dashboard" means online access for the management of the Services.

"Deposit Account" means a deposit account of Merchant at a financial institution in the U.S. identified for use in conjunction with this Agreement by the Merchant on the Merchant Services Agreement, through the Services or on the Application;

"eCheck" means an electronic version of a paper check used to make payments online;

"Fees" means the fees of Provider for which Merchant is liable in exchange for the Services. Fees are set out in the Application, Agreement and/or the Services. Fees are subject to change on thirty (30) days prior notice through the Account only; if Merchant continues to use the Services after such thirty (30) days it shall be deemed to agree to the change in Fees. Fees may also change, with or without prior notice, if Payment Networks or other third parties impose additional fees on Provider for the supply of the Services or on amendments to applicable law that require Provider to amend the Fees;

"Issuing Bank" means a member of a Payment Network that issues Payment Network-branded Cards pursuant to the Rules;

"Merchant" or **"you"** means the business entity identified on the Merchant Services Agreement;

"Merchant Account" or **"Account"** means a secure website account that allows the Merchant to monitor transactions and Fees through the Services;

"Merchant Relationship" means the commercial or legal relationship between Merchant and its customer by which Merchant supplies Product to customer giving rise to the transaction;

"NACHA" means the National Automated Clearing House Association;

"Payment Network" means American Express, Visa, MasterCard, Discover, NACHA (with respect to ACH transactions) and such other payment networks as Provider indicates are compatible with the Services;

"Person" is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, a governmental office or agency, and the executors, administrators or other legal representatives of an individual in such capacity;

"Processor" means a payment processor that has contracted with Provider to provide payment processing in connection with Provider's provision of the Services;

"Product" means any product or service offered for sale or sold by Merchant;

"Prohibited Activity" means any adult content; airlines, including charter airlines; alimony, child support, or other court-ordered payments; bidding fee auctions, including penny auctions; brand or reputation damaging, potential or otherwise, including bestiality, child pornography, escort services, mail order brides, and occult; buyers' clubs, discount clubs or membership clubs; check cashing, or payment for a dishonored check or for an item deemed uncollectible by another merchant; computer repair or maintenance services; commodity trading or security trading; cruise lines; credit counseling or credit repair agencies; credit protection or identity theft protection services; counterfeit or possibly counterfeit goods, or products that infringe on the intellectual property rights of others; debt collection, consolidation, or reduction services; deceptive, unfair, predatory products, services or activities, or prohibited by the card payment networks; digital currency; discount medical or dental plans including discount insurance; discount coupon merchants or online sites; distressed property sales and marketing; door to door sales; drugs, alcohol, or drug paraphernalia, pseudo-pharmaceuticals, substances designed to mimic illegal drugs, or items that may represent them; factoring, liquidators, bailiffs, bail bondsmen; financial services or instruments, such as cash advances, bill payment, loans or loan payments, money orders, money transfers, prepaid cards, wire transfers, or sales of money orders or foreign currency; gambling or betting, including lottery tickets, casino gaming chips, off-track betting, sports forecasting or odds making, fantasy football, memberships on gambling-related internet sites and wagers at races, contests, sweepstakes, and offering prizes as an inducement to purchase goods or services; hate, violence, racial intolerance, or the financial exploitation of a crime; high interest rate non-bank consumer lending including payday lending and title loans; infomercial merchants; internet pharmacies or pharmacy referral sites; inbound or outbound telemarketing businesses including lead generation businesses; investment or "get rich quick" merchants, businesses or programs; licensed or franchised goods or services, such as apple products; marijuana dispensaries and related products or services; marketing activities involving "pay only for shipping" and/or "free trial" periods; medical equipment; multi-level marketing businesses, pyramid or ponzi schemes; merchants offering special incentives; negative option, renewal, or continuity subscription practices; obscene or pornographic items; pawn shops; pharmaceuticals, including medical marijuana; prepaid phone cards or phone services; prostitution, escort services, massage parlors, and other potentially sexually related services; real estate or motor vehicle sales; rebate or upsell programs; scrip-dispensing terminal; selling of mobile minutes; selling or sales of social media activity; stored value or quasi-cash; timeshares, timeshare resales and related marketing; tobacco, cigarettes, or e-cigarettes; unlawful activities or items, or activities or items that encourage, promote, facilitate or instruct others regarding the same; violent acts towards self or others, or activities or items that encourage, promote, facilitate or instruct others regarding the same; virtual currency or credits that can be monetized, re-sold or converted to physical or digital goods or services or otherwise exist in the virtual world; weapons, including replicas and collectible items, or ammunition or other accessories; weight loss programs; equities (including stocks, bonds, or any other ownership position in a corporation); goods or services to be delivered more than two (2) months in the future, with an intention of gaining return on investment; internet auctions; political parties; telecommunications (including wireless, cable and internet); travel industry (including car rental, lodging, and other travel tour operators); in addition, Merchant may not use the service for; impersonating any Person or falsely claiming an affiliation with any Person; collecting, or attempting to collect, personal information about merchants or third parties without their consent, or using such information except as necessary to use the service; sending unsolicited offers, advertisements, proposals, or junk mail or spam to others. This includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation materials, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and

petitions for signature; accepting payments for goods or services provided by someone other than Merchant; providing Merchant itself or others with a cash advance from a credit card; any illegal purpose, or violating any local, state, national, or international law, statute, or regulation, including, without limitation, laws governing intellectual property, taxation, and data collection and privacy; defaming, harassing, abusing, threatening, or defrauding others; posting, transmitting, or distributing content that is false, misleading, unlawful, obscene, indecent, lewd, pornographic, hateful, abusive, inflammatory, or that violates the rights of others (including rights of publicity or privacy); damaging, disabling, overburdening, or impairing Provider, including without limitation, using the service in an automated manner; interfering with another merchant's enjoyment of the service, by any means, including by uploading or otherwise disseminating viruses, adware, spyware, worms or other malicious code; competing with Provider or Provider's business partners; sending or receiving what Provider considers to be funds for something that may have resulted from fraud or other illegal behavior; abusing the payment card system or violating the rules, in the reasonable opinion of the card payment networks or Provider; operating outside the United States; acting as a money services business or money transmitter; transferring funds between bank accounts held in the same name; creating an account that is linked to another account that has engaged in any of the foregoing activities. Provider may use evidence other than merchant account information to determine whether merchant control an account in someone else's name, including but not limited to internet protocol addresses, common business names, phone numbers, and mailing addresses; or any activity deemed by Provider to be unauthorized, illegal, or criminal;

"Prohibited User" means any Person who (i) appears on the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC), Specially Designated Nationals List (SDN); (ii) is less than 18 years of age; (iii) previously has been terminated, or whose Affiliates have been previously terminated, for cause by Provider, its Processor, Bank, or any of their respective Affiliates; or (iv) is not both domiciled and resident in the United States.

"Rules" means (i) for card transactions, the Payment Networks' by-laws, operating regulations and/or all other applicable rules, policies and procedures governing American Express, Visa, MasterCard and Discover Network Credit Cards and Non-PIN Debit Cards, including but not limited to the Payment Card Industry Data Security Standards, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, all applicable Card acceptance and website requirements, all operating regulations governing Merchants or Sponsored Merchants, and any other program or requirement that may be published and/or mandated by the Payment Networks related to the Services provided hereunder; or (ii) for ACH or eCheck transactions, the NACHA rules governing ACH payment processing;

"Third Party Servicer" means a third party that provides a product or service that Merchant wishes to procure which product or service may or may not be compatible or integrated with the Services.

BOARD ITEM

(Up to \$25,000)

Date: *September 4, 2019*

To: *Roberta Beeken / Kevin Skelly*

From: *Amber Vigil / Carolyn Schwartzbord*

Site: *District Office*

Number of Quotes: *1*

Funding Source: *General Fund – Special Education*

Reason for proposal: *To pay for student attending Fusion Academy*

Total Estimated Maximum Cost: *\$11,925.00*



ENROLLMENT CONTRACT

This enrollment contract is between Fusion Learning, Inc. ("Fusion") and the parents or legal guardian(s) (collectively referred to as "Client(s)") of the student identified below ("Student") and upon written acceptance by Fusion is valid for the academic year stated below, except as otherwise provided herein. This enrollment contract does not entitle Student to enrollment in subsequent academic years. This enrollment contract shall become effective upon the full execution hereof by Client(s) and acceptance by Fusion.

Student/Client(s) Information

CONTRACT NUMBER: 0319741

Student Name: Isaiah Erfe	Client Name(s): Eddie Erfe		
Grade Level: 11	Phone Number: 856-831-8478 Email Address: erfeed@aol.com	Student ID: 120010057467	
Fusion Admin:	Estimated Student Start Date: 08-20-2019	Date: 08-15-2019	

FIRST COURSE SET INFORMATION (including prepaid Tutoring and Mentoring)

Course name:	Secondary Name (If Applicable):	Curriculum Level:	Number of Sessions:	Price:
Algebra 1 Semester 2		College Prep	25	\$3,975.00
Community Minds Semester 1		One Level	25	\$3,975.00
English 10 Semester 2		College Prep	25	\$3,975.00

Total Tuition Cost:	\$11,925.00
Registration Fee/Credit:	\$0.00
Installation Convenience Fee (if applicable):	\$0.00
Total Due:	\$11,925.00

Carole Schwartz

SIGNATURE

9/4/19

DATE

[Signature] 9/5/19
 Kevin Skelly, PhD
 Superintendent, SMUHS
 Date

**MHS
CONTRACT APPROVAL
(Under 25K)**

To: Roberta Beeken

Date: September 04, 2019

From: Katherine Landa

Site: Mills High School

Number of Quotes: 1

Funding Source: ASB – Thunderbolt Newspaper

Reason for proposal: Subscription fee for Adobe InDesign

Total Contract: \$105

Please approve the attached proposed costs from Adobe.

Thank you



Creative Cloud Plans & Pricing

Individuals

Business

Students and Teachers

Schools and Universities

Students and teachers save 60%.

All Apps plan just US\$19.99/mo the first year and US\$29.99/mo after that. Regularly \$52.99/mo.

[Learn more >](#)

SPECIAL FOR STUDENTS AND TEACHERS**All Apps — Special Offer****US\$19⁹⁹**
/mo**Annual plan, paid monthly ▼**

- Promotional pricing for first year - see terms
- The entire collection of 20+ creative desktop and mobile apps including Photoshop, Illustrator, and Adobe XD
- Includes: 100GB of cloud storage, Adobe Portfolio, Adobe Fonts, and Adobe Spark
- Up to 10TB of cloud storage (Call for details)
- Requires institutional affiliation

☐ Add Adobe Stock. Get one month free.*

BUY NOW

800-585-0774

* Adobe Stock plan pricing effective at the end of the free trial. [Learn more about Adobe Stock.](#)

All prices subject to applicable local taxes

[Change region ▼](#)

Copyright © 2019 Adobe. All rights reserved. / [Privacy](#) / [Terms of Use](#) / [Cookies](#) / [AdChoices](#)

9/5/19



CONTRACT APPROVAL

To: Roberta Beeken

Date: 9/4/19

From: Nicole Donegan HHS

Site: HHS

Number of Quotes: 1

Funding Source: Field Trip Account

Reason for proposal: Buses for Field Trips 9/12 and 9/13

Total Contract: \$2904

Please approve the attached proposals from United Coach Tours

Thank you!

United Coach Tours

69 South Linden Avenue
South San Francisco, CA 94080

Phone # 650-873-3138

info@unitedcoachtours.com

Fax # 650-873-2682

Invoice

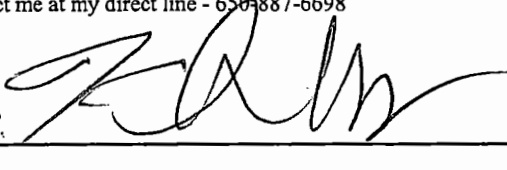
Date	Invoice #
9/4/2019	16115LF

Bill To	
Hillsdale High School Nicole Donegan 3115 Del Monte St. San Mateo, CA 94403	
Customer Phone	650-558-2620

Rep	P.O. No.	Terms	Project
ST			

Quantity	Description	Rate	Amount
2	9/12/19 - Thursday 49 Passenger Coach 9/12/19 p/u @ 10:15AM - Hillsdale High School, 3115 Del Monte St, San Mateo 94403 to Surfers Beach, 4000 Cabrillo Hwy North, Half Moon Bay 94019. 2:00PM - leave to Hillsdale HS. 2:45PM - estimated final dropoff.	660.00	1,320.00
2	Service Fee - Bus driver service	66.00	132.00
2	9/13/19 - Friday 49 Passenger Coach 9/13/19 p/u @ 11:15AM - Hillsdale High School, 3115 Del Monte St, San Mateo 94403 to Surfers Beach, 4000 Cabrillo Hwy North, Half Moon Bay 94019. 3:00PM - leave to Hillsdale HS. 3:45PM - estimated final dropoff.	660.00	1,320.00
2	Service Fee - Bus driver service	66.00	132.00
	\$85/hour + 10% driver fee overtime rate.		

Please feel free to contact me at my direct line - 650-887-6698
Thanks, Larry

Signature:  9/5/19

Total	\$2,904.00
Payments/Credits	\$0.00
Balance Due	\$2,904.00