

San Mateo Union High School District  
 Superintendent's Office  
*Contract Log for October 10, 2019*

Requestor Name	Contract	Date Received	Date Returned	Amount	Funding Source
Nancy Marty	Soccer Coaching Pro-BHS-video download of Smart Soccer Coaching to be used by girls soccer coaching staff	9/19/2019	9/23/2019	\$74.00	Fund 95-ASB Girls Soccer
Luci Tolfa	Royal Coach Tours-AHS-charter bus for Aragon and Hillsdale Music to Sonoma State Jazz Festival on 10/10/19	9/19/2019	9/23/2019	\$1,861.75	Sites
Luci Tolfa	Rick Herns Productions-AHS-contract for decorations and set up for the Homecoming Dance on 10/19/19	9/19/2019	9/23/2019	\$600.00	Fund 95
Luci Tolfa	DJ Miguel Samora-AHS-contract for DJ for the Homecoming Dance on 10/19/19	9/19/2019	9/23/2019	\$235.00	Fund 95
Jenelle Vazquez	ZipGrade.SMH-20 subscriptions licenses for ZipGrade to scan and grade	9/19/2019	9/23/2019	\$139.80	Site Funds-Admin
Jenelle Vazquez	MathType 7-SMH-subscription to create mathematical notation for word, web page, presentations	9/19/2019	9/23/2019	\$39.95	Site Funds-Admin
Luci Tolfa	Flix In Motion-AHS-contract for white screen flipbook photo station for Homecoming Dance on 10/19/19	9/19/2019	9/23/2019	\$1,895.00	Fund 95
Luci Tolfa	Bright Events Rentals-AHS-rental of stage and chairs for graduation for May 2020	9/19/2019	9/23/2019	\$7,222.30	Site
Kirk Black	Fitness Instructor Service Agreement Contract-Kenneth Martin, Jr.-SM Adult School-Tuesday, 10/8/19 from 3:30 to 5:30 p.m.	9/19/2019	9/23/2019	\$750.00	General Fund-Wellness
Kirk Black	Fitness Instructor Service Agreement Contract-Carolyn Foley.-Hillsdale High, Mills and San Mateo School-Wednesday, 9/18/19 to 5/29/20 from 3:30 to 4:40 p.m.	9/19/2019	9/30/2019	\$68 per hour	General Fund-Wellness

Anna/Don Scatena	YouCanBook.me-Student Services-to pay for subscription services for the enrollment email	9/19/2019	9/23/2019	\$75.60	General Fund-Student Services
Anna/Don Scatena	Gresalfi Video-Student Services-to pay for Anti-Vaping Video for the district	9/23/2019	9/23/2019	\$4,000.00	General Fund-Student Services
Katherine Landa	GameTime-MHS-rental for bounce house for Mills Mania on 10/4/19	9/23/2019	9/23/2019	\$2,000.00	School Climate-Annual Fund
Julia Kempkey	Edthena Order Form-Pilot Flat Fee for Annual Service-1/1/20-6/30/20 includes account management, technical support, training materials	9/23/2019	9/23/2019	\$1,500.00	Title II
Amber/Carolyn Schwartzbord	Independent Contract-approval for the hire of VI Tutor for the 19/20 school year; to teach reading and writing in Japanese braille to visually impaired student	9/24/2019	9/30/2019	\$17,271.60	General Fund-Special Ed
Amber/Carolyn Schwartzbord	Parent mileage reimbursement for daily round trip mileage and toll for the 19/20 SY to Oak Hill School in San Anselmo	9/24/2019	9/30/2019	\$18,125.40	General Fund-Special Ed
Jenelle Vazquez	Conjuguemos-SMH-for World Language Department Teachers subscription for verb conjugations in Spanish	9/24/2019	9/30/2019	\$85.00	Administration
Kirk Black	Fitness Instructor Service Agreement Contract for Concha Johnson for BHS for Tuesdays fitness class 3:30 to 4:30 p.m. from 9/24/19 to 5/29/20	9/24/2019	9/30/2019	\$68 per hour	General Fund-Wellness
Nancy Marty	Weebly-BHS-proposal for the BHS library website domain subscription for 1 year	9/25/2019	9/30/2019	\$19.95	01-Fund-Admin.
Nancy Marty	All Star Films-BHS-filming of BHS football games	9/25/2019	9/30/2019	\$1,236.00	95 Fund-ASB Football
Nancy Marty	EdPuzzle-BHS-purchase tool for allowing students to watch and engage with videos while the teacher gathers data throughout the lesson	9/25/2019	9/30/2019	\$1,320.00	01-Fund-Parent Group Special Projects
Nicole Donegan	VER-HHS-equipment rental for muscial	9/25/2019	9/30/2019	\$11,920.00	Drama Club
Samia Shoman	Francisco Reveles-keynote speaker for ADELANTE conference 9/28/19	9/25/2019	9/25/2019	\$1,500.00	Title I

Luci Tolfa	FolgerGraphics-AHS-yearly contract for AHS for the publication of the school newspaper for 2019-2020	9/16/2019	9/16/2019	\$7950 approx. \$795 per printing	Fund 95
Luci Tolfa	Sugar Mama Desserts-AHS-vendor to provide desserts at the Homecoming dance at CSM on 10/19/19	9/16/2019	9/16/2019	\$1,533.00	Fund 95
Imelda Gomez	Magic Matt Event Planner & Contract-CHS-DJ for Homecoming Dance on 10/12/19	9/16/2019	9/16/2019	\$1,200.00	Cheer Club-0341
Luci Tolfa	Party Pals-AHS-contract for rental of games for Homecoming Dance on 10/19/19	9/16/2019	9/16/2019	\$2,375.00	Fund 95
Kirk Black	Fitness Instructor Service Agreement Contract- Chris Nash for AHS, HHS, and SMH-classes for wellness program 8/21/19 to 5/29/20	9/16/2019	9/16/2019	\$75 per hour	General Fund-Wellness
Linda Carlton	Coulter Construction Inc.-Hinckley-provide parts and labor to modify cabinets in the breakroom	9/25/2019	9/30/2019	\$3,851.00	General Fund-Maintenance
Linda Carlton	Crown Lift Trucks-Districtwide-provide annual preventative maint. For all Genie Lift	9/25/2019	9/30/2019	\$2,280.00	General Fund-Preventative Maint.
Linda Carlton	Haulaway Storage Containers-CHS-relocate (4) Maint. Containers from PHS to CHS	9/25/2019	9/30/2019	\$900.00	General Fund-Maintenance
Linda Carlton	All Fence Company-SMH-provide labor and material to repair damaged double gate between District parking lot and football field	9/25/2019	9/30/2019	\$1,855.00	General Fund-Maintenance
Linda Carlton	Calvac Paving-SMH-install the new asphalt pad for a tuff shed at old bldg. 3 location	9/25/2019	9/30/2019	\$15,720.00	General Fund-Maintenance
Linda Carlton	Cuperino Electric Inc.-CHS & SMH-provide parts and labor to upgrade firmware for solar panel data collection	9/25/2019	9/30/2019	\$4,332.64	General Fund-Maintenance
Linda Carlton	Timberline Tree Services-AHS-to prune and remove trees at various locations proposed by arborist	9/25/2019	9/30/2019	\$6,850.00	General Fund-Ground
Nancy Marty	Senor Wooly PRO-BHS-one year subscription for BHS World Language	9/27/2019	9/30/2019	\$382.50	01 Fund-Admin.

Nancy Marty	Conjuguemos-BHS-for World Language Department Teachers subscription for verb conjugations in Spanish	9/27/2019	9/30/2019	\$85.00	01 Fund-Admin.
Kirk Black	Johanna Hutchison-CPR/AED Training for 10/7/19 PD	9/30/2019	9/30/2019	\$1,800.00	General Fund-PD
Luci Tolfa	Air Lollipops-AHS-balloon arch for the Aragon Homecoming Dance on 10/19/19	9/30/2019	10/1/2019	\$282.75	Site
Nancy Marty	Weebly-BHS-proposal for the BHS Robotics website domain subscription for 1 year	9/30/2019	10/1/2019	\$19.95	01 Fund-BHS Robotics
Kirk Black/Meghan Sartain	Maxim Healthcare Services Agreement-Biometric Screenings	9/30/2019	10/1/2019	\$43 per participant	Local Wellness Fund
Nicole Donegan	TheatreWorks-HHS-Young Playwrights Project	9/30/2019	10/3/2019	\$5,500.00	Drama Club
Imelda Gomez	PLT4M-CHS-PE web-based training platform for one year	9/30/2019	10/3/2019	\$1,400.00	GATE & PTO
Anna/Don Scatena	MOU Between Heathright360 & SMUHSD-provide substance use treatment to students that are referred from the SMUHSD.	10/1/2019	10/3/2019	\$5,000.00	General Fund-Student Services (TUPE Grant)
Anna/Carolyn Schwartzbord	Reimburse Parent(s) for travel costs because their child attends an out of state residential NPS	10/1/2019	10/3/2019	\$6,600.00	General Fund-Special Ed
Anna/Carolyn Schwartzbord	Ldinfo Publishing, LLC-one year subscription for site registration for Cognitive Processing Inventory (CPI) and Functional Behavior Assessment (FBA)	10/2/2019	10/3/2019	\$798.00	General Fund-Special Ed
Linda Carlton	All Fence Company-BHS-provide parts and labor to install chain link fence enclosure for PG&E equipment	10/2/2019	10/3/2019	\$3,210.00	General Fund-Maintenance
Imelda Gomez	LC Photo Booths-photo booth for Homecoming Dance	10/2/2019	10/3/2019	\$708.50	Cheer Club-0341

Amber/Carolyn Schwartzbord	Individual Services Agreement for Nonpublic, Nonsectarian School or Nonpublic	10/2/2019	10/3/2019	\$2,156.00	General Fund-Special Ed
Amber/Carolyn Schwartzbord	Partners In Communication LLC-contract with Partners in Communication to provide American Sign Language interpreting on an as needed basis	10/2/2019	10/3/2019	\$5,000.00	General Fund-Special Ed

## **CONTRACT APPROVAL**

**To: Roberta Beeken**

**Date: September 13, 2019**

**From: Nancy Marty**

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**Site: Burlingame High School**

**Number of Quotes: 1**

**Funding Source: Fund 95 – ASB Girls Soccer**

**Reason for proposal: Soccer Coaching Pro Video Download**

**Total Contract: \$74.00**

**Please approve the attached receipt from Soccer Coaching Pro for the video download of Smart Soccer Coaching which will be used by the BHS Girls Soccer coaching staff.**

**Thank you,  
Nancy Marty x2820**

John Philipopoulos &lt;jphilipopoulos@smuhsd.org&gt;

**Fwd: Your Soccer Coaching Pro receipt [#1984-6268]**

1 message

**Michelle Riley** <Mriley@smuhsd.org>

Mon, Sep 9, 2019 at 10:34 AM

To: John Philipopoulos &lt;jphilipopoulos@smuhsd.org&gt;

Here is the receipt - do I need to fill out anything else?

Also, where do I turn in my CPR receipt?

thank you

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

From: **Soccer Coaching Pro** <receipts+acct\_1DzcsHDWMMOfCxPS@stripe.com>

Date: Thu, Sep 5, 2019 at 5:54 PM

Subject: Your Soccer Coaching Pro receipt [#1984-6268]

To: &lt;mriley@smuhsd.org&gt;


**Receipt from Soccer Coaching Pro**

Receipt #1984-6268

AMOUNT PAID	DATE PAID	PAYMENT METHOD
\$74	September 6, 2019	<b>VISA</b> - 5710

**SUMMARY**

SoccerCoachingPro | mriley@smuhsd.org | Product: **\$74.00**  
Smart Soccer Coaching

**Amount paid****\$74.00**9/23/19

If you have any questions, contact us at  
contact@soccercoachingpro.com or call at +61 434 485 033.

**CONTRACT APPROVAL**  
**Aragon High School**

*To: Roberta*

*Date: September 17, 2019*

*From: Luci Tolfa*

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*Site: Aragon High School*

*Number of Quotes: 1*

*Name of Vendor: Royal Coach Tours*

*Funding Source: 01*

*Reason for proposal: Charter bus for Aragon and Hillsdale Music on October 10 to Sonoma State Jazz Festival*

*Total Contract: \$1861.75 (split equally between the schools)*

*Please have Dr. Skelly sign the attached confirmation in three places and return to me.*

*Thank you,*

*Luci*



# Acceptance

## Royal Coach Tours

<b>Client ID</b> <b>Client</b> <b>Company</b> <b>Client Ref 1</b> <b>Client Ref 2</b>	SANM09 SAN MATEO UNION HIGH SCHOOL Kevin Gallagher Sonoma State Jazz Fe	<b>Charter ID</b> <b>Movement ID</b> <b>Status</b> <b>Passengers</b> <b>Distance</b>	18172 32853 Firm 54 225
<b>First Pick-up</b> <b>Pick-up Date</b> <b>Single Journey</b> <b>Vehicle To Stay</b>	San Mateo 900 Alameda De Las Pulgas Thu 10/10/2019 Time 06:45 No No	<b>Destination</b> <b>Arrival Date</b> <b>Leave Date</b> <b>Back Date</b>	Rohnert Park Thu 10/10/2019 Time Thu 10/10/2019 Time Thu 10/10/2019 Time 19:00

<b>First Pick-up Instructions</b>	<b>Destination Instructions</b>
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1) Aragon High - Depart 7am with additional pickup from **\*\*See Route for Itinerary\*\***  
2) Hillsdale High: 3115 Del Monte Street, San Mateo - Depart **End Service 7pm**  
730am

Seats	Vehicle Description	Vehicle No	Price	Tax %	Tax	Total
56	Premium Coach	1	\$1,714.75	0	\$0.00	\$1,714.75

Quantity	Description	Unit Price	Price	Tax %	Tax	Total
1	Gratuity	\$88.00	\$88.00	0	\$0.00	\$88.00
1	Service Fee (per bus / per day)	\$27.00	\$27.00	0	\$0.00	\$27.00
2	Bridge Tolls - 3 Axle	\$16.00	\$32.00	0	\$0.00	\$32.00
<b>Movement Totals</b>			<b>\$1,861.75</b>		<b>\$0.00</b>	<b>\$1,861.75</b>

Driver Description	Vehicle No	Driver Description	Vehicle No
SPAB Certified Driver	1		

<b>Route</b>	<b>Further Requirements</b>
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6:45am - Arrive at Aragon HS for pickup of 26 people: 25 students and 1 teacher, Depart 7:00am - Depart for Hillsdale High School

7:15am - Arrive at Hillsdale for pick up of 26 people: 25 students and 1 teacher

7:30am - Depart Hillsdale for Sonoma State University

9:00am - Arrive at Sonoma State University: 1801 E Cotati Ave Rohnert Park

Standby, Depart 12:00pm - Drive students to lunch @ Taco Bell at: 1700 E Cotati Ave, Rohnert Park, Standby & return to

1:00pm - Arrive back at Sonoma State

Between 3:00pm-5:00pm - Students and teacher depart for Hillsdale HS and Aragon HS for drop off

7:00pm - Completely done

# Acceptance

# Royal Coach Tours

Client ID Client Company Client Ref 1 Client Ref 2	SANM09  SAN MATEO UNION HIGH SCHOOL Kevin Gallagher Sonoma State Jazz Fe	Charter ID Movement ID Status Passengers Distance	18172 32853 Firm 54 225
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Included Items	Included	Included Items	Included
Gratuity	Yes	Wi-Fi	No

**Vehicle Facilities**

SPAB \*MUST HAVE\*

**References**

Sales Representative: Tawny Hicks  
 Invoice Contact or Comments: OT if any will be billed @  
 \$166/Hr - \$41.50 each 15 minutes  
 Order Placed By: Kevin Gallagher  
 <Kgallagher@smuhdsd.org>

Onsite Contact: Kevin Gallagher - 650-274-3113  
 Payment Method: PO

Price subject to change pending final itinerary. Rate is based on time stated and/or mileage allowance. Should the charter exceed these, additional charges will apply. Group is also responsible for parking, tolls & entry fees if applicable. Rest breaks are at the discretion of the driver, even if you have not scheduled any for your group. I confirm that the details are correct and accept the price and payment terms detailed in the attached Terms & Conditions.

Signature		Print Name	Dr. Kevin Skelly	Date	9/23/19
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Coach Manager Printed: 9/16/2019 1:00:00 PM

\*\*\* PROPERTY OF ROYAL COACH TOURS -- CONFIDENTIAL \*\*\*

**S.P.A.B. Acronym for School Pupil Activity Bus. This certification is required in the state of California to carry California-based school students in a commercial motor vehicle.**

- **Hours of Service** Drivers cannot drive more than 10 hours within a work period. Drivers cannot be on-duty more than 16 consecutive hours in a work period, which begins from the report time at the yard. It is RCT Company Policy that drivers are provided w/ a private room for any service exceeding 14 hours and must be left uninterrupted for not less than 8.5 hours before reporting back to on-duty status. It is RCT Safety Policy that trips (300) miles or greater cannot depart between the hours of 10pm to 4am.
- **Child Safety Alert Systems** While we are exempt from having the alert system, the chaperone must comply with California Vehicle Code Section 28160. Please review attachment before signing the terms to acknowledge your understanding and responsibilities.
- **Chaperones** RCT Company Policy requires a minimum of (2) Chaperones over the age of 18 years old on all SPAB moves. (1) Chaperone is to be seated in front and (1) Chaperone is to be seated in the rear while coach is in motion. In the case of an unruly pupil, the pupil must be given into the custody of a parent or any person designated by the parent or school. It is at the driver's discretion whether or not to involve the CHP if a problem persists.
- **Standing on Coach** Vehicle cannot be put in motion until all passengers are seated and all passengers must remain seated while coach is in motion. Students may not use the restroom on board the coach unless the vehicle can pull into an area deemed safe by the driver and is at a complete stop.
- **Idling Vehicles** Vehicles cannot be running while passengers are loading or unloading. In addition, vehicles cannot idle when passengers are on board unless the driver is seated.
- **Stops** Only pre-designated stops can be allowed on SPAB moves. All stops must be designated by the school district's superintendent, or a person representing the superintendent. These stops must be included in a complete itinerary and must be submitted in writing prior to the trip. All itineraries are subject to approval by the RCT Safety Department prior to the trip departure.

**#1-Equipment**-All vehicles are equipped with amenities such as AC/Heat and PA/Microphone system. All vehicles, excluding our Executive series vehicles, are equipped with amenities such as Wi-Fi and CD/DVD player. The fee for Wi-Fi is \$27 per coach, charter. Please keep in mind that in certain areas, Wi-Fi strength may not be that strong. There is no additional fee for amenities such as CD/DVD's and microphones; therefore, we do not *guarantee* requests. CD/DVD players may not play non-copyrighted material. RCT reserves the right to substitute similar equipment from our fleet or other charter bus companies when necessary.

**#2-Booking Policy**-Charter orders can be placed by telephone, fax, or email. A payment is required at time of booking. Customers will receive an e-mail or fax of the charter confirmation as acknowledgement of their order. An on-site dispatcher is recommended for orders of 10 vehicles or more. A \$25 booking fee will be charged for each parking permit or entrance fee etc. that RCT obtains on behalf of the Client.

**#3-Payment Policy**-A \$250 deposit per bus/per day is due (7-10) days from the time of booking. Full payment is due three (3) weeks prior to the service date. If service is less than (3) weeks away, payment is due in full at the time of booking. Original trip confirmations are estimated charges. Charters will be billed for the amount of time or miles (whichever greater) the vehicle was booked regardless if the trip returns early. Charter may be subject to additional charges such as overtime, mileage overages, and miscellaneous fees such as bridge tolls and entrance fees. These charges will be billed and paid separately and will be provided to the client no later than five (5) business days after services rendered. RCT will not be responsible for delays due to heavy traffic, accidents, severe weather, or any other "Acts of God". RCT is not responsible for any losses other than the cost of the charter should an appointed time or event scheduled by the group be missed due to any fault of RCT. All legal fees incurred by RCT are the responsibility of the chartering client and/or booking agent. Please note that a 3% non-refundable processing fee will be applied when paying with a credit card. Final invoices will come from [rct@just4relay.com](mailto:rct@just4relay.com). Please add us to your address book, contacts, and/or "Safe Senders" list to avoid spam delays.

**#4-Cancellation Policy**-Cancellations made ten (10) or more days prior to service will be credited, minus \$55.00 per bus per day. Cancellations made less than ten (10) days prior to the service date will not be refunded or credited. Cancellations for any trips that are multiple days, or more than one bus made thirty (30) or more days prior to service will be credited, minus \$55 per bus per day. Cancellations for any trips that are multiple days, or more than one bus, made less than thirty (30) days prior to service date will not be refunded or credited.

**#5-Change Policy** - Any time changes made 48 hours prior to the charter are subject to a \$25.00 minimum change fee per bus. Any date changes are subject to a minimum \$250 fee. Any changes made 24 hours or less are subject to a \$250 minimum change fee per bus up to full charge.

**#6-Additional Cleaning Fees**- It is the chartering party's responsibility to notify RCT in advance when there will be food/beverage and/or alcohol brought on board the coach. A minimum charge of \$300 may be applied if the vehicle requires anything more than normal cleaning at the end of service. No objects may be placed in the aisle while the coach is in motion. All drinks must be placed in a regular ice chest that does not leak and placed in a seat that has been properly protected. The space taken up by the ice chest must be figured into the total passenger count. There is no smoking allowed on any RCT vehicle at any time. Depending on the circumstance, a minimum of \$500 will be charged for vomit on board a vehicle.

**#7-Damages**-RCT inspects each vehicle before, during, and after each charter. In the event of damage to the vehicle, Client/Booking Agent assumes full financial liability for the cost of repairing any harm and damage caused by the client or any members in the client's party during the service. Client is responsible for damages incurred to the vehicle caused by the negligence, recklessness or willful misconduct of the group, any individual from the group, or any other party that the group is involved with in any way. This includes both interior and exterior damage to repair, replace, and clean vehicle or any parts of vehicle. The cost of repairing, restoring, or otherwise remediating any damage to a vehicle caused by client may be charged to such client's credit card on file or billed directly to such client, without prior notice. Additional fees may be charged to cover damages at the company's discretion.

**#8-Driver Room**-Client/booking agent is responsible for securing and paying for the driver's lodging on any overnight charter, or mileage service if the driver runs out of hours. (1) Room per driver is required. Room must be within (5) miles of where the group is staying, and the hotel must have adequate bus parking on site or within the vicinity. Additional charges may apply if the driver's room is further than (5) miles away. Rooms must be of average quality, include private restroom, and are subject to the approval of RCT (no cabins are permitted). A per diem minimum of \$225 per night, per driver will apply if requirement is not met. If Client wants RCT to book the driver room, a \$25 booking fee (per reservation) will be added to the charter.

**#9-Lost and Found**-RCT is not responsible for any lost items. The chartering party should check for any items left on the vehicle before exiting. If RCT finds an item at the conclusion of the trip, client is responsible for the cost of shipping to return item as well as a minimum \$25.00 processing fee. Items may be picked up at our office during regular office hours.

**#10-Emergency Contact Information**-A RCT representative is available twenty-four hours a day, seven days a week for emergencies by calling 408-279-4801 and choosing Option (4). Our dispatch hours are 5:30am to 7:30pm Monday through Friday.

**#11-Unsafe Pick-up and Drop off location**-It is the driver's responsibility to make sure the passengers get to their destination safely. Therefore, the driver has the ultimate decision on where he/she deems it safe for pickup and drop-off locations.

**#12-ADA Coach Requests**-A minimum of forty-eight (48) hour notification prior to a charter date is required by the ADA if wheelchair accessible equipment is needed.

**#13-Gratuities**- 10-15% is customary for good service and can be added, adjusted or removed at your discretion.

**I have read and understand these Terms and Conditions**

By signing below, I (Client) signify that I have read the terms and conditions stated above in this Contract and agree to all stated terms and conditions. I further declare and represent that I am at least 18 years of age, that I have full legal capacity to be bound by this Contract, and that I am signing this Contract of my own free will and accord.

Name

Company

Date



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## VEHICLE CODE - VEH

**DIVISION 12. EQUIPMENT OF VEHICLES [24000 - 28160]** (*Division 12 enacted by Stats. 1959, Ch. 3.*)

**CHAPTER 5. Other Equipment [27000 - 28160]** (*Chapter 5 enacted by Stats. 1959, Ch. 3.*)

**ARTICLE 18. Child Safety Alert System [28160- 28160.]** (*Article 18 added by Stats. 2016, Ch. 721, Sec. 7.*)

**28160.** (a) On or before January 1, 2018, the department shall adopt regulations governing the specifications, installation, and use of child safety alert systems.

(b) (1) On or before the beginning of the 2018-19 school year, each schoolbus, school pupil activity bus, except as provided in paragraph (2), youth bus, and child care motor vehicle shall be equipped with an operational child safety alert system.

(2) A school pupil activity bus is not required to be equipped with an operational child safety alert system if all of the following apply:

(A) The school pupil activity bus is not used exclusively to transport pupils.

(B) When the school pupil activity bus is used to transport pupils, the pupils are accompanied by at least one adult chaperone selected by a school official. If an adult chaperone is not a school employee, the chaperone shall meet the requirements for a school volunteer established by the policies of the school district, county office of education, charter school, or private school.

(C) One adult chaperone has a list of every pupil and adult chaperone, including a school employee, who is on the school pupil activity bus at the time of departure.

(D) The driver has reviewed all safety and emergency procedures before the initial departure and the driver and adult chaperone have signed a form with the time and date acknowledging that the safety plan and procedures were reviewed.

(E) Immediately before departure from any location, the adult chaperone shall account for each pupil on the list of pupils, verify the number of pupils to the driver, and sign a form indicating that all pupils are present or accounted for.

(F) After pupils have exited a school pupil activity bus, and before driving away, the driver shall check all areas of the bus, including, but not limited to, overhead compartments and bathrooms, to ensure that the bus is vacant.

(G) The driver shall sign a form with the time and date verifying that all required procedures have been followed.

(H) The information required to be recorded pursuant to subparagraphs (D), (E), and (G) may be recorded on a single form. These forms shall be retained by the school district, county office of education, charter school, or private school for a minimum of two years.

(c) A "child safety alert system" is a device located at the interior rear of a vehicle that requires the driver to either manually contact or scan the device before exiting the vehicle, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting.

(d) For purposes of this section, the following definitions apply:

(1) "Child care motor vehicle" means a vehicle designed, used, or maintained for more than eight persons, including the driver, that is used by a child care provider to transport children.

(2) "Child care provider" has the same meaning as provided for "day care center" in Section 1596.76 of the Health and Safety Code.

(Added by Stats. 2016, Ch. 721, Sec. 7. (SB 1072) Effective January 1, 2017.)

# Royal Coach Tours

630 Stockton Ave., San Jose, CA 95126 Phone (408) 279-4801 Fax (408) 286-1410

(CALIFORNIA PUC 5384.1)

## IMPORTANT ALCOHOL ON CHARTER NOTICE

For purposes of Charter Order No. #18172 ("Charter"), you and your group are hereby notified that in order to comply with the legal requirements of what is known as the "Brett Studebaker Law" (California PUC 5384.1) adopted by the California Legislature and which became effective January 1, 2013, Royal Coach Tours ("Royal Coach") is compelled to provide this notice ("Notice") so that

Aragon & Hillsdale Music  
(name of group or individual)

as the chartering party, is fully informed of and consents to comply at all times with the terms of this new legislation which targets underage drinking on passenger vehicles.

Specifically, and consistent with California's strong policy against under-age drinking, your group and the person appointed as the "Designee" must protect against alcohol on Royal Coach chartered to

Aragon & Hillsdale Music  
(name of group or individual)

where alcohol will be on the bus and the passengers include those under twenty-one (21) years of age. While the requirements of the law may seem onerous, Royal Coach supports the efforts to protect against actual or the potential for under-age drinking. Likewise, the group and its designee have a similar duty to comply with the terms and conditions of this new law. It is the requirement of California PUC 5384.1 that you complete and sign this Notice no later than seventy-two (72) hours prior to the agreed upon time of departure of your Charter trip.

Accordingly, and in order to satisfy the requirements of this law, the following terms and conditions shall apply to the Charter arranged by and for your group's enjoyment, and this form of Notice must be signed by the charter party representative as indicated below:

1. **Preliminary Question.**

Will any passenger which is part of your charter group be under the age of 21 at the time of departure of the coach vehicle assigned to the Charter?

☒ Yes

☐ No

2. **Second Question.**

Will alcoholic beverages be served on board the assigned coach at any time during the duration of the Charter (start to finish)?

☐ Yes

☒ No

- a. If you answered **No**, you are attesting and representing that absolutely no alcoholic beverages, whether opened or closed, will be allowed in the passenger compartment of the bus at any time during the Charter. If you should later choose to serve alcoholic beverages on the coach, you must sign and submit a new form Notice in order to continue the Charter.
- b. If you answered **Yes**, please continue to familiarize yourself with and be prepared to comply with the conditions set forth in Section 3, below.

3. **Procedures as to Alcoholic Beverages on the Assigned Coach.** If you have answered **"Yes"** to Questions 1 and 2 above, indicating that alcoholic beverages will be served on the assigned coach and the passengers in your group will include a person(s) who are under the age of twenty-one (21) at the time of departure of the Charter, the following conditions apply to the Charter:

a. **The Designee:**

You must:

- (1) Designate a member of your charter group who will be the "Designee" for the entire duration of the Charter;
- (2) In addition to the execution of this Notice, the driver will require that the Designee sign the bottom portion of this form before the assigned coach may depart for the designated destination; and,
- (3) The Designee must be over twenty-five (25) years of age and able to produce and provide to the driver a picture I.D.

b. In addition, to the conditions imposed in Subsection 3.a. above, no alcohol may be served at any time on the assigned coach unless the Designee shall:

- (1) Make reasonable efforts to ensure compliance with all the laws prohibiting the consumption of alcoholic beverage by person under twenty-one (21) years of age, who are members of the charter party, and who are not under the supervision of a parent or legal guardian;
- (2) Check the identifications of all passengers to determine who is under twenty-one (21) years of age and, thereafter, shall read the statement provided herein to each passenger in the charter party who is under twenty-one (21) years of age. The driver will not commence transportation services related to the Charter until the Designee has verified to the driver that the Designee has checked the identifications of all the passengers and has read the statement (this will be done while the driver is present to ensure compliance). If passengers are to be picked up at more than one location, the driver will not commence transportation from the subsequent location until the Designee has verified with the driver that the Designee has checked the identifications of all passengers boarding at the location and read the statement to all passengers boarding at that location.
- (3) Be responsible for notifying the driver of the assigned coach if, at any time during the Charter (even while not on the bus), a passenger in their party who is under twenty-one (21) years of age is consuming or has consumed alcoholic beverages. The Designee is in violation of the law if Designee fails to notify the driver. If, during the course of providing transportation services, any person under twenty-one (21) years of age is found to be, or to have been, consuming any alcoholic beverages, the Designee will immediately notify the driver and the driver will terminate the trip. All passengers will be brought back to the point of origin of the trip. All payment for transportation services shall be forfeited and not subject to any credit.
- (4) Be legally responsible for any reasonably foreseeable personal injury or property damage that is proximately caused by the consumption of alcoholic beverages by persons under twenty-one (21) years of age with respect to the transportation services provided by Royal Coach as part of the Charter.
- (5) Read the following statement to all passengers under the age of twenty-one (21) years of age:

***"Consumption of alcoholic beverages by persons under 21 years of age is illegal. It is also illegal for an adult to provide alcoholic beverages to a person under 21 years of age. If you consume alcoholic beverages, this trip will be terminated and all payments for transportation services shall be forfeited and not subject to a credit or refund."***

c. If the Charter is terminated because of the consumption of alcoholic beverages by a person under twenty-one (21) years of age who is a member of the charter party, the Designee's responsibility for that person continues until that person who is under twenty-one (21) years of age is returned safely to his or her home, or entrusted into the care of his or her parent or legal guardian, or taken to a location reasonably believed to be safer than his or her home (i.e., police station or hospital).

4. **Consents**

- a. I hereby acknowledge and agree to the terms and conditions stated herein.
- b. If alcohol will be served, and a member of the Charter Party is under 21 years of age:
  - i. A Designee is required; and,
  - ii. If this form is not signed by both the Charter Party and Designee, no alcohol will be allowed on the assigned coach.

CHARTER PARTY:

DESIGNEE:

Charter Order No. 18172

Arden High School

(Name of Client, Company or Individual)

By: [Signature]

(Signature)

Dr. Kevin Skelly

(Print Name of Representative if a Company)

SMUHSO Superintendent

(Title)

(Date)

[Signature] (Signature of Person Serving in the Capacity of Designee)

(Signature)

(Date)

DRIVER:

I hereby acknowledge that I have verified that the Designee indicated above is over twenty-five (25) who will serve in the capacity of the Designee for the Charter.

(Signature)

(Print Name of Driver)

(Date)

If you have multiple buses, please fill out your chaperones' names, and they can sign the day of the trip.

Chaperone (Print Name)

Signature of Chaperone

Bus 1		
Bus 2		
Bus 3		
Bus 4		
Bus 5		
Bus 6		
Bus 7		
Bus 8		
Bus 9		
Bus 10		

If needed, please continue on another page or we can send you another form.

**CONTRACT APPROVAL**  
**Aragon High School**

*To: Roberta*

*Date: September 16, 2019*

*From: Luci Tolf*

---

*Site: Aragon High School*

*Number of Quotes: 1*

*Name of Vendor: Rick Hens Productions*

*Funding Source: 95*

*Reason for proposal: Contract for the decorations and set up for the Aragon High School Homecoming Dance on October 19, 2019.*

*Total Contract: \$600.00*

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

*Thank you,*

*Luci*





# RICK HERNs PRODUCTIONS

## CONTRACT FOR SERVICES

1. This contract is made between RICK HERNs PRODUCTIONS, hereinafter designated as Producer, and:

Melissa Perino	ARAGON HIGH SCHOOL	650-400-9505	
<i>Client</i>	<i>Organization</i>	<i>Phone Number</i>	<i>Fax Number</i>
650 North Delaware Street	San Mateo	CA	94401-1732
<i>Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>

2. PRODUCER agrees to provide the following:

Cover up to (15) florescent light fixtures to block out the light. \$250  
(10) uplights \$350

delivery and installation are included

3. PRODUCER agrees to furnish the above named services for the sum of \$600.00

Deposit Waived ☒ Waived

- Deposit of or payment in full to accompany signed contract.
- Balance payable to RICK HERNs PRODUCTIONS prior to performance on day of event.
- If services are canceled 60 days or less prior to event, client shall be liable for 50% of the full contract sum. If services are canceled 30 days prior to the event, client shall be liable for the full contract sum.
- If PRODUCER waives the deposit, Client shall be liable for the full contract sum if Client cancels the contract at any time.

4. Overtime agreement: \_\_\_\_\_

5. PRODUCER agrees to provide services as described below:

- Date: Saturday, October 19, 2019
- Place & Address: BAYVIEW DINING ROOM, College of San Mateo, building 10, San Mateo
- Time: 7:00 pm until 10:00 pm

6. Client agrees to indemnify and hold RICK HERNs PRODUCTIONS free and harmless from any claims for damages arising from liability caused by Client. Any dispute arising out of this contract for services shall be submitted to binding arbitration in San Mateo County. The prevailing party in arbitration shall be entitled to an award of attorney's fees and costs incurred.

7. Any changes to this contract for services must be made in writing and signed by both parties.

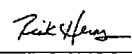
Signed this \_\_\_\_\_ day of 9/23/19 2019 at \_\_\_\_\_

Client:   
Dr. Kevin Skelly

Title: Superintendent

Representing: Aragon High School/SMUHS

RICK HERNs PRODUCTIONS

By:   
Rick HERNs

Title: Producer

Date: \_\_\_\_\_



PLEASE SIGN & RETURN ONE COPY AND DEPOSIT TO:

RICK HERNs PRODUCTIONS

2596 Bay Road, Suite D • Redwood City, CA 94063 • P. 650.324.3200 • F. 650.324.3200

**CONTRACT APPROVAL**  
**Aragon High School**

*To: Roberta*

*Date: September 16, 2019*

*From: Luci Tolf*

---

*Site: Aragon High School*

*Number of Quotes: 1*

*Name of Vendor: DJ Miguel Samora*

*Funding Source: 95*

*Reason for proposal: Contract for DJ for the Aragon High School Homecoming Dance on October 19, 2019.*

*Total Contract: \$235.00*

*Please have Dr. Skelly sign the engagement contract and the DJ's contract. Return them to me.*

*Thank you,*

*Luci*

**SAN MATEO UNION HIGH SCHOOL DISTRICT  
ENGAGEMENT CONTRACT**



Date 09/10/2019

This is to confirm the employment of DJ Miguel Samora

(Orchestra or Dance Band)

who agrees to render services as musicians according to the following terms and conditions:

Employer: San Mateo Union High School District

Price agreed upon: \$235.00

Event: Aragon High School

Sponsoring organization: \_\_\_\_\_

Location of engagement: College of San Mateo

Hours of employment: 7pm - 10pm

Date of engagement: October 19, 2019

To be paid: By check prior to event

The performing group shall be responsible to the employer for satisfactory completion of the terms of this contract. It is further understood that the performing group shall comply, at all times, with the request(s) of the employer prior to or during a performance.

**TERMS OF AGREEMENT**

1. The sound level of the group shall not exceed the level designated by the employer. The employer stipulates that the sound level shall not exceed 95 dB(A). 95 dB(A) indicates 95 decibels on the "A" scale of a recognized sound-level meter--point of measurement to be the closest place to music outlet where students and teachers can listen.
2. The attire of the group will be: Casual

3. This contract includes the services of the number of persons listed below. No other persons are authorized to be on the premises during the performance.

Names of performing group: Miguel Samora, Karl Bakker

Names of non-performers and reason for presence: Brittney Samora, AJ Samora, Kevin Arriaga. Help for set-up and tear down

4. All performing groups are expected to provide all equipment and paraphernalia necessary for their performance. It is the responsibility of the performing group to visit the area wherein the performance will occur to determine the location of electrical outlets, necessity for extension cords, etc. If, at the time of performance, the school district is obliged to supply equipment in order for the performance to proceed, because of the failure of the group to supply their own, a reasonable rental fee will be charged, and same deducted from the final payment for services rendered.
5. During any three-hour engagement, dance bands are to take two 15-minute breaks, and except for emergencies, they will be no longer than indicated. The band shall start performing at the beginning of the "Hours of Employment" indicated above.
6. **NO SMOKING:** District policy requires that students and adults refrain from using tobacco products on any school district property, including parking areas.
7. It is understood that there will be no drinking of intoxicants or use of dangerous drugs on a high school campus. Anyone who disregards these regulations, or who arrives at the dance in an intoxicated state or under the influence of dangerous drugs will be removed at once.

Any violation of any of the above terms of employment may be cause for immediate suspension of the contract, including cessation of the dance or performance. Further, any violation of any of said terms may be cause for a declaration of forfeiture of this agreement by the school district, including forfeiture of any rights to compensation by the performing group. Any damage to school property occasioned by violation of any of the terms of this contract shall be deducted from the final payment, if any, to the performing group. If, as a result of the violation of any of the terms of this contract, litigation ensues, and the school district is ultimately found to be the party injured thereby, the performing group agrees that it will pay all attorney's fees and court costs attendant thereto.

Acceptance:

For the school district:

Dr. Kevin Skelly, Superintendent

Aragon High School

650-558-2920

telephone

For the performing group:

Miguel Samora

DJ

113 N Eldorado street. San Mateo, Ca 94401

650 537-9696

telephone

# **SAN MATEO HIGH SCHOOL**

## **APPROVAL REQUEST**

*To: Kevin Skelly*

*Date: September 17, 2019*

*From: Jenelle Vazquez*

---

*Site: San Mateo High School*

*Number of Quotes: 1*

*Funding Source: Site Funds - Admin*

*Reason for proposal: ZipGrade Subscription*

*Total: \$139.80*

*Please review and approve the attached email requesting 20 subscription licenses from ZipGrade.com.*

*Thank you,*

Jenelle  
x2820



ZipGrade &gt; Purchasing

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## Do you accept purchase orders?

**John Viebach**

August 09, 2018 10:00

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Yes, we accept purchase orders submitted by US school districts. Please read the following requirements before submitting:

- Must be a signed purchase order
- Payment is due 30 days from when the invoice is mailed. (Net 30)
- Please Include:
  - A ZipGrade username to act as the administrator for the created License Codes (previously referred to as "Purchase Codes")
  - Quantity of License Codes at \$6.99 USD each (minimum quantity of 20)
  - If in Illinois, please include your tax exempt number
- Submit a scanned or electronic copy to [purchase@zipgrade.com](mailto:purchase@zipgrade.com) for processing

We will review all purchase orders and confirm their approval. We will then generate the License Codes and distribute those to the the ZipGrade admin, the requesting email, and via the invoice.

Besides the printout included in the invoice, License Codes will only be delivered electronically via email to the ZipGrade admin, the requesting email address, and any other email address included on the purchase order. There is no other physical distribution of License Codes.

ZipGrade LLC reserves the right to refuse purchase orders for any reason. License Codes must be redeemed within one year of being purchased.

If your district requires a quote to create a purchase order, please email [purchase@zipgrade.com](mailto:purchase@zipgrade.com) with this request. Include your complete district information including business office address.

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# **SAN MATEO HIGH SCHOOL**

## **APPROVAL REQUEST**

*To: Kevin Skelly*

*Date: September 17, 2019*

*From: Jenelle Vazquez*

---

*Site: San Mateo High School*

*Number of Quotes: 1*

*Funding Source: Site Funds - Admin*

*Reason for proposal: MathType 7 Subscription*

*Total: \$39.95*

*Please review and approve the attached subscription request for MathType7.*

*Thank you,*

Jenelle  
x2820

---

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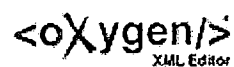

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**CONTRACT APPROVAL**  
**Aragon High School**

*To: Roberta*

*Date: September 19, 2019*

*From: Luci Tolfa*

---

*Site: Aragon High School*

*Number of Quotes: 1*

*Name of Vendor: Flix in Motion*

*Funding Source: 95*

*Reason for proposal: Contract for white screen flipbook station at the Aragon High School Homecoming Dance on October 19, 2019.*

*Total Contract: \$1895.00*

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

*Thank you,*

*Luci*



**Your Event Information:**

**Event Date:** October 19, 2019

**Client:** Aragon High School

**Address:** 900 Alameda de Las Pulgas, San Mateo, CA 94402

**Email:** mperino@smushd.org and ltolfa@smuhd.org

**Phone:** 650-558-2920 (Luci - prior to event) and 650-400-9505 (Melissa - day of event)

**Times:**

**Set Up:** 5:30pm

**Start Time:** 7:00 pm

**End Time:** 10:00 pm

**Event Information:**

**Event Title:** Museum of Ice Cream - Aragon High School

**Event Location:** College of San Mateo - Building 10

**Contact:** Allison McMahon

**Contact Phone:** 650-574-6184

**Contact Email:** mcmahona@smccd.edu

**Package Information**

**White Screen Animated Flipbooks - \$1895**

**\*\*Payment will be sent in full AFTER event by the end of October\*\***

## Contract for Services

***It is the responsibility of you, the Client to be sure that all information of this contract is correct. This contract should be signed and returned no later than 7 days after the emailed contract initiation date. Date is not guaranteed until signed by both Client and Flix In Motion.***

*The following contract and its terms will set forth an agreement between Flix In Motion, LLC and the Client named above, the parties, for services for an event taking place at Address named above. This written contract sets forth the full, written intention of both parties and supersedes all other written and/or oral agreements between the parties.*

### **SERVICE PERIOD**

*Any extension to the start time or end time will be billed on the quoted hourly rate. Times during the event to move an experience or down time required during any announcements are considered as time booked and included in the hourly rate. Pursuant to the responsibilities of the Client, Flix In Motion agrees to have your Experience operational for a minimum of 90% during this period; occasionally, operations may need to be interrupted for maintenance.*

### **PAYMENT**

*A non-refundable retainer in the amount of 50% of the total cost is due upon signing of this contract. The remaining amount is due on or before the client's event date. If paying by credit card, Client agrees to have*

Flix In Motion charge Client's credit card for payment of services. Client is liable for any overage in time at the cost of \$500/hr, which will be billed in half hour increments. Client agrees that in addition to any and all other legal rights and remedies Flix In Motion may have, Client will pay a \$50.00 fee for any and all returned checks which Client may write to Flix In Motion as payment for services.

### **ACCESS, SPACE & POWER**

Client will arrange for an appropriate space for the Flix In Motion Experience at Client's venue within two-hours of event start time. **All experiences require a minimum space of 15' x 15'.** Special circumstances are allowed for custom studio builds.

Space must be level & solid. Flix In Motion Experiences may be placed in an exterior location, provided it is enclosed and protected from weather. (Including but not limited to wind, direct sunlight, temperatures below 50 degrees, above 85 degrees.) Client is responsible for providing power to the station (110V, 10 amps, 3 prong outlet).

### **SOCIAL MEDIA**

We use a computer program to capture your #hashtagged images. In order to capture these images, the privacy settings need to be set to share. Superbooth uses a email option if the client decides to upgrade to it. Flix In Motion is not responsible for images shared to social media. If you choose to have your photos uploaded to Email, Facebook and/or Twitter, you take responsibility of allowing all users to upload any picture to their own pages.

### **INTERNET**

Superbooth, Digital Graffiti Wall and client branded Flipbook QR code requires a minimum upload speed of 1MB/s for it to run effectively. Emails, Facebook, Twitter, Instagram and client branded Flipbook QR experience are sometimes affected by technical issues and service disruptions, which cannot be predicted. Therefore we cannot be held responsible if any Social Media or Email experiences technical difficulties as this beyond our control.

Digital Graffiti Wall and client branded Flipbook QR code can run off a Wifi connection as long as the connection is steady and has the recommended speed of 1MB/s.

### **SAFETY OF OUR TEAM AND YOUR GUESTS**

Client will provide reasonable security to the area thus enabling Flix In Motion to carry out their contract obligations. Interference by any unauthorized person is grounds for immediate termination of event with full balance due. If the event is a venue where Flix In Motion staff may be operating in potentially hazardous conditions (i.e. rain during an outdoor event, potentially life threatening or injurious potential situation, etc.) If Flix In Motion deem that the event is unsafe to operate, we reserve the right to cancel the event. The initial payment will be retained and you will be charged for the remaining balance for the event.

### **CHANGES & CANCELLATIONS**

Any request for a date, time or location change must be made in writing at least (60) days in advance of the original event date. Change is subject to flip book station availability and receipt of a new Service Contract. If there is no availability for the alternate date, time or location, the deposit shall be forfeited and event canceled. Any cancellation occurring less than (90) days prior to the event date shall forfeit all payments received.

### **DAMAGE TO PROVIDER'S EQUIPMENT**

Client acknowledges that it shall be responsible for any damage or loss to the Flix In Motion Equipment caused by any misuse of the equipment by Client or Client's guests.

## **INDEMNIFICATION**

*Client will indemnify Flix In Motion against any and all liability associated with the use of images taken at Client's event. This protection shall survive the term of this contract on into the future. Flix In Motion reserves the right to remove inappropriate or explicit videos.*

## **RELEASES**

*Flix In Motion is not responsible for obtaining model, property, or other releases in connection with any of the video and/or photographs taken at Client's event. Client claims all responsibility to obtaining such releases prior to event date. Images taken during events may be used by us to assist with the promotion of Flix In Motion unless stated otherwise. This may included printed publications as well as online images. We will not use any pictures that may cause offence or embarrassment to the people in the pictures. We will immediately remove any picture from our website if requested to. You agree that all images taken by Flix In Motion can be uploaded to the public online web gallery unless otherwise requested and exempt us from responsibility of publishing the images.*

## **MISCELLANEOUS TERMS**

*If any provision of these terms shall be unlawful, void, or for any reason unenforceable under California Contract Law, then that provision, or portion thereof, shall be deemed severable from the rest of this contract and shall not affect the validity and enforceability of any remaining provisions, or portions thereof. This is the entire agreement between Flix In Motion and Client relating to the subject matter herein and shall not be modified except in writing, signed by both parties. In the event of a conflict between parties, Client agrees to have any and all matters heard before a mutually approved arbitration in Sacramento, California unless Flix In Motion agrees to the contrary in writing signed by both parties. The prevailing party shall be entitled to reimbursement of fees, costs, and expenses incurred in connection with the arbitration, including, but not limited to, reasonable outside attorneys' fees. All decisions of the arbitrator shall be final, binding and conclusive on all parties. Judgment may be entered upon any such decision in accordance with the applicable law in any court having jurisdiction thereof. In the event Flix In Motion is unable to supply a working flip book station for at least 90% of the Service Period, Client shall be refunded a prorated amount based on the amount of service received. If no service is received, Flix In Motion's maximum liability will be the return of all payments received from Client. Neither party is responsible for any consequential damages or lost opportunities upon breach of this agreement. Client agrees that in addition to any and all other legal rights and remedies Flix In Motion may have, Client will pay a \$50.00 fee for any and all returned checks which Client may write to Flix In Motion as payment for services. **GRAPHICS MUST BE SUBMITTED NO LESS THAN 2 WEEKS OF EVENT DATE OR A RUSH FEE OF \$100 MAY BE ADDED TO YOUR FINAL BALANCE UNLESS OTHERWISE NOTED. Client understands and agrees that ALL SALES ARE FINAL and service fees are final.***

Additional Hours of Service @ \$500/hour  
Down Time during event \$100/hour  
Early Load-In or Late Load-Out \$100/hour \*

***\*We generally arrive 90 minutes prior to your service period to load-in and setup. If for some reason, you would like us to arrive earlier than normal, this is when this charge would apply. This same charge would apply to delayed load-outs as well.***

***Please include your payment method with this contract within 48 hours to secure booking.***



Please include your payment with this contract: \*

☐ 50% Retainer with Credit Card to keep on file and process on event date for final balance.

☐ Total Balance as Credit Card ☐ 50% Retainer as Check Payment and final check on event date.

☒ Total Balance as Check Payment

Credit Card Number

Expiration Date

CVV Number

Checks mailed to:

Flix In Motion

13389 Folsom Blvd. #300-336

Folsom, Ca 95630

I agree to the terms and conditions of this contract.

First Name

Kevin

Last Name

Skelly

Select Date

Signature

*[Handwritten Signature]* 9/23/17

I agree to the terms and conditions of this contract.

First Name

Last Name

Signature

**CONTRACT APPROVAL**  
**Aragon High School**

*To: Roberta*

*Date: September 19, 2019*

*From: Luci Tolfa*

---

*Site: Aragon High School*

*Number of Quotes: 1*

*Name of Vendor: Bright Event Rentals*

*Funding Source: 01*

*Reason for proposal: Rental of stage and chairs for Aragon High School's graduation for May 2020.*

*Total Contract: \$7,222.30*

*Please have Dr. Skelly sign the contract on both pages and return it to me.*

*Thank you,*

*Luci*



San Francisco Bay Area  
145 Park Lane  
Brisbane, CA 94005  
Tel: (415) 570-0470

Napa/Sonoma  
22674 Broadway, Suite A  
Sonoma, CA 95476  
Tel: (707) 940-6060

Healdsburg  
139 Healdsburg Ave  
Healdsburg, CA 95448  
Tel: (707) 940-6060

QUOTE 914279-4			DELIVERY
RENTED TO:	DELIVERY LOCATION:	DATES/TIMES:	
ARAGON HIGH SCHOOL 900 ALAMEDA DE LAS PULGAS SAN MATEO CA 94402 (650) 558-2902 LNAGENDRAN@SMUHSD.ORG	ARAGON HIGH SCHOOL 900 ALAMEDA DE LAS PULGAS SAN MATEO CA 94402 NICOLE ELENZ-MARTIN/(650) 558-2906	DEL Window: 7:00 AM - 3:00 PM Delivery/Out: 05/26/20 Tue Event Time: 5:30 PM - 8:30 PM Event: 05/28/20 Thu PU Window: 12:00 PM - 8:00 PM Pick-up/In: 05/29/20 Fri	

Ordered by: LISA NAGENDRAN Phone: (650) 558-2902	PO/Job # GRADUATION 2019	Consultant: KIARA Salesperson: MIRIAM	MOD by: MPO
---	--------------------------	--	-------------

Sign up for an account to manage your orders at [www.bright.com](http://www.bright.com) - Download our new app to track your deliveries in real time.

Qty	Item Description	Unit Rate	Total
<p>Quotes are valid for 30 days from the date provided. All Prices are subject to change after that time with or without notice. Quotes do not reserve rentals or guarantee a delivery date/time. All items are subject to availability when you confirm your order.</p> <p>A 50% deposit via credit card is required to confirm your rental contract.</p> <p>Please call Don 650-201-2129 1 hour prior to delivery and pick up</p> <p>---</p> <p>- Please bring air tire dollies with large wheels that are approved for track/grass surfaces.</p> <p>- Please bring pallet jack as well.</p> <p>- Strike must be complete by 10pm. The facilities close at this time.</p> <p>---</p> <p>Facilities Manager also on site contact: Don (650)201-2129 (limited service on campus)</p> <p>Site dept. cell: 650-280-8118 (better service on campus)</p> <p>---</p> <p>- Per Don Ahuna, Bright Event Rentals may drive (1) truck at a time on to the track surface to where the chairs and stage will be unloaded.</p> <p>---</p> <p>- Aragon High School staff is to provide a plywood road on to the grass/turf surface for Bright Event Rentals crew to unload 1600 chairs - (4) pallets and (20) dollies - on to the field.</p> <p>---</p> <p>~ SEATING ~</p> <p>1,600 CHAIR POLYFOLD WHITE 2.45 3920.00</p> <p>~ STAGE (42" HIGH) ~</p> <p>1 STAGE 8' X 48' X 48" BILJAX 1440.00 1440.00</p> <p>36 --LEG STAGE 30" BILJAX 0.00</p> <p>36 --LEG STAGE 12" BILJAX 0.00</p> <p>36 8 1/2" OUTER STAGE LEG BILJAX 0.00</p>			

[www.bright.com](http://www.bright.com) THANK YOU FOR YOUR BUSINESS [sales-sf@brightrentals.com](mailto:sales-sf@brightrentals.com)

**SIGNATURE BOX - PLEASE READ BEFORE SIGNING**

- Your signature signifies your agreement to BRIGHT'S terms and conditions (attached).
- This is your order as we have entered it. Please notify us immediately of any discrepancies.
- Please return linens & napkins in the supplied linen bags. Return hangers in the hanger bags.
- Please rinse off dirty dishes, glasses & tableware and return them to the appropriate containers.
- Please make all adjustments to your order no later than 3 days prior to your delivery date.
- For after hour EMERGENCIES, please call our 24-Hour Emergency Service line at (415) 656-7974.



SIGNATURE

Dr. Kevin Kelly

PRINT

9/23/19

DATE



San Francisco Bay Area  
145 Park Lane  
Brisbane, CA 94005  
Tel: (415) 570-0470

Napa/Sonoma  
22674 Broadway, Suite A  
Sonoma, CA 95476  
Tel: (707) 940-6060

Healdsburg  
139 Healdsburg Ave  
Healdsburg, CA 95448  
Tel: (707) 940-6060

QUOTE 914279-4

DELIVERY

RENTED TO:	DELIVERY LOCATION:	DATES/TIMES:
ARAGON HIGH SCHOOL 900 ALAMEDA DE LAS PULGAS SAN MATEO CA 94402 (650) 558-2902 LNAGENDRAN@SMUHSD.ORG	ARAGON HIGH SCHOOL 900 ALAMEDA DE LAS PULGAS SAN MATEO CA 94402 NICOLE ELENZ-MARTIN/(650) 558-2906	<b>DEL Window:</b> 7:00 AM - 3:00 PM <b>Delivery/Out:</b> 05/26/20 Tue <b>Event Time:</b> 5:30 PM - 8:30 PM <b>Event:</b> 05/28/20 Thu <b>PU Window:</b> 12:00 PM - 8:00 PM <b>Pick-up/In:</b> 05/29/20 Fri

<b>Ordered by:</b> LISA NAGENDRAN <b>Phone:</b> (650) 558-2902	<b>PO/Job #</b> GRADUATION 2019	<b>Consultant:</b> KIARA <b>Salesperson:</b> MIRIAM	<b>MOD by:</b> MPO
---	---------------------------------	--	--------------------

Sign up for an account to manage your orders at [www.bright.com](http://www.bright.com) - Download our new app to track your deliveries in real time

Qty	Item Description	Unit Rate	Total
22	--4' BRACE DIAGONAL BILJAX	20.00	440.00
288	--2" SNAP PIN BILJAX		0.00
36	--FOOTPAD ADJUSTABLE BILJAX		0.00
40	SHIM 6" X 6" WOOD		0.00
15	GUARD RAIL 4' SECTION VERTICAL BILJAX (1 PIECE)	45.00	675.00
1	--ASTRO TURF 12' X 10' BLACK		0.00
1	--ASTRO TURF 12' X 50' BLACK		0.00
720	ASTROTURF SQUARE FOOT BLACK	0.95	684.00
astro turf to cover top of stage and box in (3) sides			
2	ULTRA STAIRS 6-STEP 24"-42" BILJAX	69.00	138.00
6	CABLE RAMP 5 CHANNEL 3'	75.00	450.00
To cover gap between stage and bleachers			
<b>~ DELIVERY FEES ~</b>			
2	DELIVERY/PICKUP CHARGE ZONE 1	125.00	250.00

----- Payments -----

[www.bright.com](http://www.bright.com)

THANK YOU FOR YOUR BUSINESS

[sales-sf@brightrentals.com](mailto:sales-sf@brightrentals.com)

**SIGNATURE BOX - PLEASE READ BEFORE SIGNING**

- Your signature signifies your agreement to BRIGHT'S terms and conditions (attached).
- This is your order as we have entered it. Please notify us immediately of any discrepancies.
- Please return linens & napkins in the supplied linen bags. Return hangers in the hanger bags.
- Please rinse off dirty dishes, glasses & tableware and return them to the appropriate containers.
- Please make all adjustments to your order no later than 3 days prior to your delivery date.
- For after hour EMERGENCIES, please call our 24-Hour Emergency Service line at (415) 656-7974.



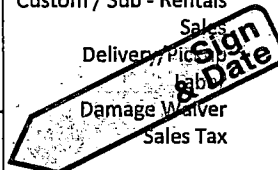
SIGNATURE

Dr. Kevin Skelly 9/23/19

PRINT

DATE

Rentals	7,747.00
Custom / Sub - Rentals	0.00
Sales Tax	0.00
Delivery/Pickup	250.00
Damage Waiver	0.00
Sales Tax	0.00



Discount	-774.70
<b>Total</b>	<b>7,222.30</b>
Total Paid	0.00
<b>Est Amount Due</b>	<b>7,222.30</b>

# 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 **KENNETH MARTIN, JR.** 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 wellness programming for **San Mateo Adult School** teachers/faculty. Classes will be taught by a certified professional. Classes will be held on the following days/times:

<b>TUESDAY</b>	<b>San Mateo Adult School</b>	<b>Room #45</b>	<b>3:30 – 5:30pm</b>
----------------	-------------------------------	-----------------	----------------------

- a. **Compensation:** In consideration for CONTRACTOR accomplishing said result, SMUHSD agrees to pay CONTRACTOR as follows: Cost per student is **\$30.00 x 25 reserved spots = \$750.00**. CONTRACTOR will submit an invoice with the following information:
    - Date of each class
    - Number of attendees at each class
    - Total amount dueby the 30<sup>th</sup> of each month to Meghan Sartain ([msartain@smuhd.org](mailto:msartain@smuhd.org)) (650-558-2243).
2. **Term:** The term of this agreement shall be **October 8, 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

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:**

**KENNETH MARTIN**

\_\_\_\_\_  
Name

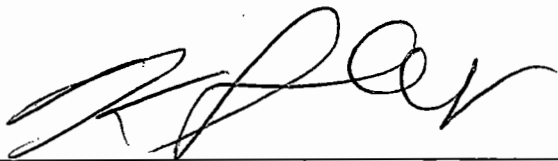


\_\_\_\_\_  
Signature

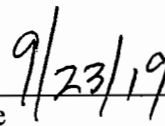
**09/18/2019**

\_\_\_\_\_  
Date

**San Mateo Union High School District:**



\_\_\_\_\_  
Kevin Skelly, Superintendent

  
\_\_\_\_\_  
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 **CAROLINE FOLEY** 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 **Hillsdale High School** and **Mills High School** and **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:

<b>MONDAYS</b>	<b>San Mateo High School</b>	<b>Dance Studio</b>	<b>3:40 – 4:40pm</b>
<b>WEDNESDAYS</b>	<b>Hillsdale High School</b>	<b>Mat Room</b>	<b>3:30 – 4:30pm</b>
<b>THURSDAYS</b>	<b>Mills High School</b>	<b>Wellness Room</b>	<b>3:40 – 4:40pm</b>

- 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 due

by the 30<sup>th</sup> of each month to Meghan Sartain ([msartain@smuhsd.org](mailto:msartain@smuhsd.org)) (650-558-2243).

2. **Term:** The term of this agreement shall be from **September 18, 2019 – May 29, 2020 for Hillsdale High School** and **September 26, 2019 – May 29, 2020 for Mills High School** and **October 7, 2019 – May 29, 2020 for San Mateo High School**. 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:**

Carolyn Foley

Name

Carolyn Foley

Signature

9/25/2019

Date

**San Mateo Union High School District:**

Kevin Skelly

Kevin Skelly, Superintendent

9/30/19

Date

## **BOARD ITEM**

*(Up to \$25,000)*

**Date:** 9/23/19

**To:** Roberta Beeken / Kevin Skelly

**From:** Anna Tang / Don Scatena

---

**Site:** *District Wide*

**Number of Quotes:** 1

**Funding Source:** *General Fund – Student Services*

**Reason for proposal:** *To pay for subscription services with  
Youcanbookme.com*

**Proposal Amount:** \$75.60



---

## Subscription

---

Kate Reynier <support@youcanbook.me>  
To: Anna Tang <atang@smuhsd.org>

Fri, Sep 20, 2019 at 2:32 AM

Hi Anna

This is Kate. Thank you so much for continuing with YouCanBook.me!  
I have checked your account under enrollment@smuhsd.org and that is set to automatically renew on October 2.  
Payment will be taken on the Visa ending in 1476 on your account. The total amount will be \$75.60.


If I create the new invoice on the account now, that will end the existing subscription 2 weeks early. Is it ok to send that through on October 2nd? If you need to see the invoice before payment is taken, we can remove your card details now so it isn't charged. Then you can add them back in when you've got approval to pay.

Thank you in advance!

Kate  
Customer Success Team Lead

Need help? Check out our extensive Knowledge Base.  
Or ask the community in our new YouCanBook.me Forum!  
Check our latest updates and features! YouCanBook.me Product Updates

[Quoted text hidden]

  
9/23/19

## **BOARD ITEM**

*(Up to \$25,000)*

**Date:** 9/23/19

**To:** Roberta Beeken / Kevin Skelly

**From:** Anna Tang / Don Scatena

---

**Site:** *District Wide*

**Number of Quotes:** 1

**Funding Source:** *General Fund – Student Services (TUPE Grant)*

**Reason for proposal:** *To pay for Anti- Vape Video*

**Proposal Amount:** \$4,000.00

To Debbie Arabio

**Gresalfi Video**  
160 Portola Way  
San Bruno, CA. 94066  
650-276-9646  
EID/SSN# 133-62-7775



## Invoice

Date	Invoice No.
8/30/2019	20190830A

Bill To:

SAN MATEO UNION HIGH SCHOOL DISTRICT  
650 N. Delaware Street, San Mateo, CA 94401

P.O. No.	Terms	Ship Date	Ship VIA	Project
	Due on receipt		Customer	Anti-Vape Video
Description		Qty	Rate	Amount
<b>Deliverables:</b> Multi-Formatted Completed Short Video in Both Digital and Physical Form. Web & Broadcast Format Ready		1		\$4,000.00
<b>Vendor 'Gresalfi Video' Services Included In This Project:</b> Project Discovery Concept and Scripting Production Planning & Location Scouting Talent Scouting & Auditions Filming, Lighting & Sound Recording Post-Production: Editing & Special FX Music Composition & Sound Design Audio Mixing & Mastering				
<b>Project Description:</b> Gresalfi Video will work with SMUHSD Stakeholders to plan and produce a short educational video on nicotine vaping. Key materials & agreed upon milestones will be approved toward completion. A reasonable amount of iteration, reshoots and re-editing is included.				
<b>Budget &amp; Payment:</b> Initial Total Budget Estimate of \$4,000 is subject to reasonable adjustment based on rescoping of project specifics or objectives. Payment of 50% of budget requested in advance.				
			<b>Subtotal</b>	\$4,000.00
			<b>Sales Tax (0.0%)</b>	\$0.00
			<b>Total</b>	\$4,000.00

*[Signature]*  
9/23/19

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

**To: Roberta Beeken**

**Date: September 20, 2019**

**From: Katherine Landa**

---

**Site:** Mills High School

**Number of Quotes:** 1

**Funding Source:** School Climate – Annual Fund

**Reason for proposal:** Bounce house rental for Mills Mania 10/04/19

**Total Contract:** \$2,000

Please approve the attached proposed costs from GameTime.

Thank you

# GameTime

## Contract and Invoice

- > Date and Time: Oct 4, 2019 2 p - 6p
- > Contact: Karen
- > Phone Numbers: 650-455-3609
- > Organization: Mills H.S.
- > Location: Milbrae
- > Purpose of Event: Field DAY
- > Volunteers: Yes
- > Power: yes (no)
- > Grass: (yes) no
- > Notes: Discount given

These are the services you have agreed to have GameTime provide:

\* Obstacle Course w/ Slide \* Generators  
\* Bungee Run \* Toust \* Bounce House

Total Cost \$2,000

A deposit to secure the event is due by 9/23 in the amount of 0  
The balance is due no later than the scheduled setup time of your event.

\*\*\*Please mail your payment to: PO Box 4700 Foster City, CA 94404

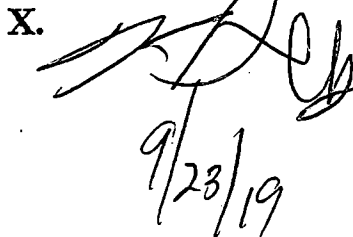
We want to make this an incredible event for you and your guests so feel free to call us with any questions at any time: 650-888-4879

### Cancellation Policy

We have reserved your date and time and will turn down all other requests for the equipment that you have reserved. Therefore, all deposits are non-refundable, except in the extreme cases such as fire, flood, earthquake, or tornado.

Please sign, date, and return with deposit by 9/23/19

X. 

X.   
9/23/19

## **Board Item**

**Board Date:** 10/10/19

**Vendor:** R3 Collaboratives, Inc

**Site:** Districtwide

**Item:** Edthena

**Description:** Using for Pilot Term- Instructional Coaching Tool for Instructional Coaches to watch videos and give feedback.

**Funding Source:** Title II

**Total Contract:** \$1,500

**Contracted Time:** January 1, 2020 – June 30, 2020



## EDTHENA ORDER FORM

<b>Effective Date:</b>			
<b>Subscriber Name:</b>	San Mateo Union High School District		
<b>Address:</b>	650 N. Delaware Street, San Mateo, CA 94401		
<b>Contact Person:</b>	Sabbie Hopkins & Brian Simmons		
<b>Phone Number:</b>	650-558-2299	<b>Email Address:</b>	Shopkins@smuhsd.org bsimmons@smuhsd.org
<b>Pilot Fee for the Service:</b>	\$1,500 flat-fee for any number of requested Users of the Service; Annual Service Fee waived during the Pilot Term (set forth below)		
<b>Pilot Term:</b>	January 1, 2020 – June 30, 2020  Subscriber may terminate this Order and all of its rights hereunder by providing R3 Collaboratives with written notice thereof no less than thirty (30) days prior to the end of the Pilot Term ("Pilot Termination Notice"), otherwise, this Order shall continue in effect for the Service Term.		
<b>Renewal Fees for the Service:</b>	Annual Service Fee: \$10,000, includes account management, technical support, training materials, and full-access, academic-year account for up to 50 Users of the Service.  Additional requested User accounts invoiced according to the following schedule: • \$190 per full-access, academic-year account per User; minimum of 5 per invoice		
<b>Renewal Term:</b>	July 1, 2020 - June 30, 2021		
<b>Service Term:</b>	January 1, 2020 - June 30, 2021		
<b>Payment Terms for the Service:</b>	Subscriber shall pay R3 Collaboratives the applicable fees, including the applicable Pilot Fee(s), if any, and the Annual Service Fee (collectively, the "Fees"), as set forth above. For avoidance of doubt, this Order describes a minimum purchase; total purchase determined by Subscriber request. The Fees shall be due in U.S. Dollars no later than thirty (30) days after the beginning of the applicable Term or within thirty (30) days of any subsequent invoice for Users requested. Any Fee not paid when due shall accrue interest at the lesser of 1.5% per month or the maximum rate allowed under applicable law. If R3 Collaboratives has not received any of the applicable Fees within sixty (60) days of the due date, R3 Collaboratives shall have the right to terminate the Order or suspend the Service. All Fees paid hereunder are non-refundable.		

This Order Form ("Order") is entered into and is effective as of the effective date (identified above) by and between R3 Collaboratives, Inc. ("R3 Collaboratives") and the Subscriber (identified above). Use of the Service is governed by and subject to the R3 Collaboratives' Terms of Use available at <http://www.edthena.com/terms> (the "Terms of Use"), as may be updated from time to time, and which are hereby incorporated by reference. This Order and the Terms of Use are the entire agreement between the parties with respect to its subject matter and supersede all prior agreements and understandings between the parties, written or oral, with respect to the same. This Order may be amended only by a written instrument signed by both parties. In the event of an actual conflict between this Order and the Terms of Use, the terms and conditions of this Order shall govern, but only to the extent it expressly modifies a term of the Terms of Use. All capitalized terms not defined in this Order have the meaning given in the Terms of Use.

IN WITNESS WHEREOF the parties have caused this Order to be executed and delivered by their respective authorized signatories.

R3 Collaboratives, Inc.

By:

Name: Robert Coplin

Title: Partnerships

Subscriber

By:

Name:

Title:

Kevin Skelly  
Superintendent

9/23/17

## **BOARD ITEM**

*(Up to \$25,000)*

**Date:** *September 23, 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:** *Approval for the hire of VI tutor for the 2019-2020 school year; to teach reading and writing in Japanese braille to visually impaired student.*

**Total Estimated Maximum Cost:** *\$17,271.60*



## REQUEST AND AGREEMENT FOR INDEPENDENT CONTRACT CONSULTANT SERVICES

### SECTION I REQUEST FOR SERVICES

Date of Request <b>August 29, 2019</b>		This Contract is an Amendment to an Existing Agreement <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	Board Approval Date
Please Check Dr. <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Miss. <input checked="" type="checkbox"/> Ms.		Name of Independent Contract Consultant: <b>Nanako Yamada</b>	Social Security Number <b>N/A</b>
Title/Position of Independent Consultant <b>V.I. Teacher</b>		Professional Affiliation of Independent	Telephone Number
Address:			
Specify Service(s) to be performed by Independent Contract Consultant (Please attach additional sheets if more space is needed)  <b>VI tutor to teach reading and writing in Japanese Braille to visually impaired student.</b>			
Date of Service From: <b>2019-2020 School Year</b>		Account Number To Be Charged	
Name of Requestor <b>Carolyn Schwartzbord, Director of Special Education</b>		Site /Department <b>DO/Special Education</b>	
Director of Special Education Signature: <i>Carolyn Schwartzbord</i>			Date Signed: <b>9/23/19</b>

**The San Mateo Union High School District shall agree to pay for services provided hereunder.**

TOTAL NUMBER		RATE	TOTAL	TOTAL AMOUNT PAYABLE (NOT TO EXCEED AMOUNT LISTED)
Days		\$	\$	
Hours	250min/4 hr 10 mins	\$100 hr (37 weeks)	\$17,271.60	
Other		\$	\$	
Other		\$	\$	
<b>TOTAL TO BE PAID RATE SPECIFIED</b>			\$	<b>\$17,271.60</b>

### SECTION II AGREEMENT FOR SERVICES (to be signed by Independent Contract Consultant)

1. I agree to perform the services as specified in Section I of this Agreement, on the dates as specified for the rates indicated. 2. I am an independent contractor and not an officer, agent or employee of the San Mateo Union High School District, the San Mateo County Office of Education or any other school district. 3. I agree to invoice San Mateo Union High School District upon completion of contract. 4. During the period I am providing service, I agree to have general liability, property damage, workers' compensation and automobile insurance as is required to protect the San Mateo Union School District and myself as our interests may appear. 5. I shall hold harmless and indemnify the San Mateo Union High School District from and against any and all actions, suits or other proceedings as may arise as a result of performing the work hereunder, except such actions, suits or other proceedings as may arise as a result of the negligence or willful misconduct of the San Mateo Union High School District.			
Currently Receiving Monthly Retirement <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES, If "Yes" Specify		State Teacher's Retirement System <input type="checkbox"/> STRS	Public Employees' Retirement System <input type="checkbox"/> PERS
Signature of Independent Contract Consultant <i>Nanako Yamada</i>		Date Signed <b>9/5/2019</b>	
Signature of Superintendent <i>[Signature]</i>		Date Signed <b>9/30/19</b>	

## **BOARD ITEM**

*(Up to \$25,000)*

**Date:** *September 23, 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:** *Parent mileage reimbursement for daily round trip mileage and toll for the 2019/2020 school year to Oak Hill School in San Anselmo for both morning drop off and afternoon pick up.*

**Total Estimated Maximum Cost:** *\$18,125.40*

# 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



September 19, 2019

RE: Transportation

Dear

This letter is to confirm that the San Mateo Union High School District will be reimbursing you the daily roundtrip mileage & toll from your house to Oak Hill School in San Anselmo for both the morning drop off and afternoon pick up per IEP. Please note we will be paying on days of attendance only.

The District will reimburse your mileage at the current allowable rate of .58 cents per mile driven. With the first reimbursement claim for the 2019-20 school year, please attach the Google Map showing the route and distance from your house to Oak Hill School and send that along with a signed copy of this letter to verify acceptance.

Thereafter, please send the monthly school attendance sheets along with the mileage reimbursement form to the attention of Anna Tang at the address below or by email [atang@smuhdsd.org](mailto:atang@smuhdsd.org):

SMUHSD  
Special Education Dept  
650 N. Delaware St  
San Mateo, CA 94401

Sincerely,

Carolyn Schwartzbord  
Director Special Education

Parent Signature

9/23/19

Date

Kevin Skelly, Ph.D., Superintendent

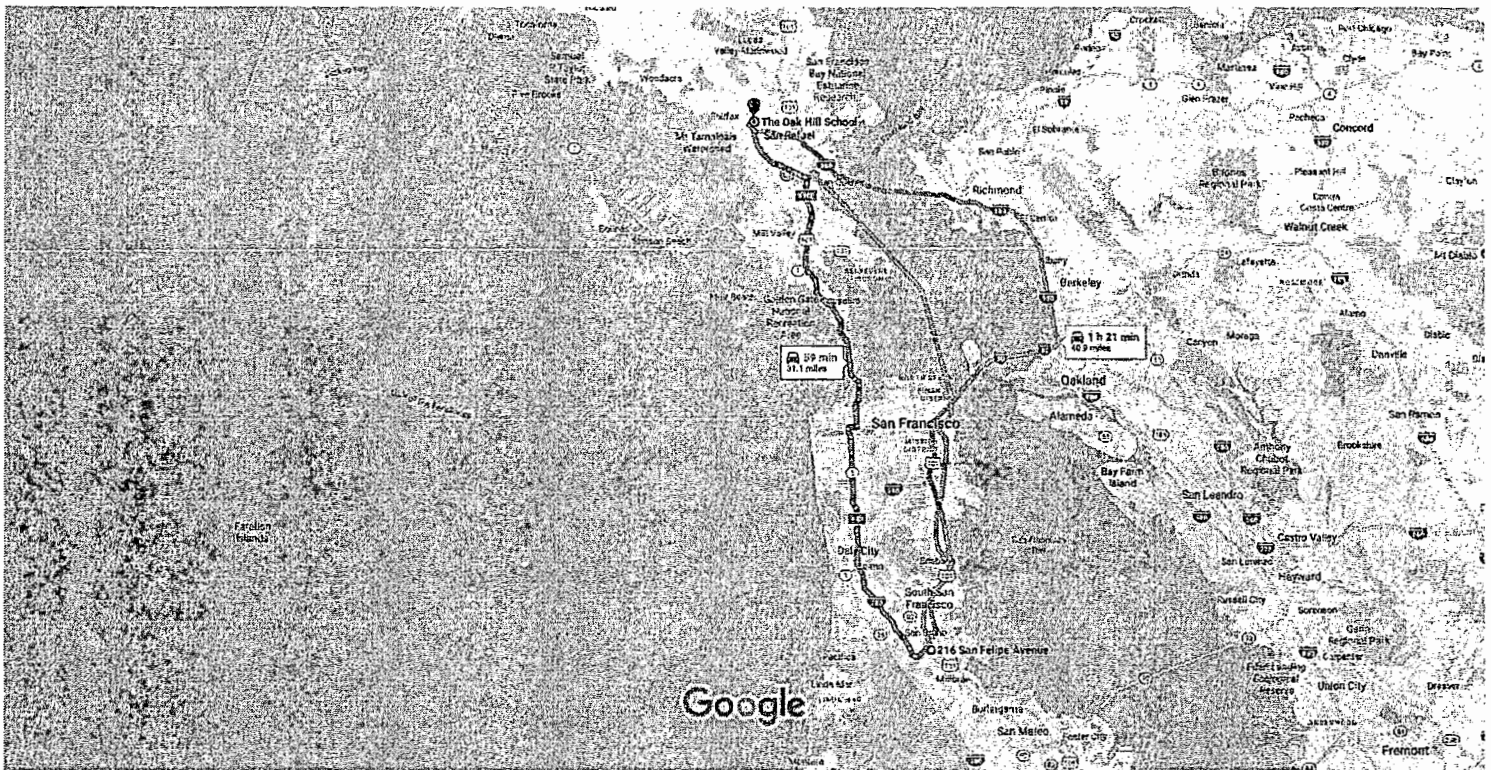
Date

9/30/19



Google Maps

ave 31.1 miles, 59 min



Map data ©2019 Google 2 mi

Get on

Crystal Springs Ave

5 min (1.6 mi)



2. Turn right onto El Camino Real

0.2 mi



3. Turn left onto Crystal Springs Ave

0.2 mi



4. Turn right onto

0.7 mi



5. Merge onto I-280 N via the ramp to San Francisco

0.1 mi

0.4 mi

Follow I-280 N to CA-1 N/Junipero Serra Blvd. Take exit 49B from I-280 N


7 min (7.0 mi)











6. Merge onto I-280 N

6.5 mi



$124.4 \text{ RT} \times 58 = \$72.15$  Per day  
 $\text{Toll} \rightarrow 8.35 \times 2 = \$16.70 \text{ per day}$   
 $\$88.85 \text{ per day}$   
 $\times 204 \text{ days}$   
 $\$18,125.40$

-  7. Use the left 3 lanes to take exit 49B for CA-1 N toward 19th Avenue/Golden Gate Bridge
- 0.5 mi




#### Get on US-101 N from 19th Ave

- 20 min (7.3 mi)
-  8. Continue onto CA-1 N/Junipero Serra Blvd
- 0.6 mi
-  9. Use the left 3 lanes to turn slightly left onto 19th Ave
-  Pass by Citibank (on the right in 1.8 mi)
- 3.4 mi
-  10. Continue onto Crossover Dr
- 0.4 mi
-  11. Continue onto Park Presidio Bypass
- 0.5 mi
-  12. Continue onto Park Presidio Blvd
- 0.9 mi
-  13. Continue onto Veterans Blvd
- 1.0 mi
-  14. Keep left at the fork and merge onto US-101 N
- 0.4 mi

#### Follow US-101 N to Sir Francis Drake Blvd in Larkspur. Take exit 450B from US-101 N

- 12 min (10.8 mi)
-  15. Merge onto US-101 N
- 10.3 mi
-  16. Take exit 450B toward San Anselmo
- 0.4 mi

#### Follow Sir Francis Drake Blvd to Sunny Hills Dr in San Anselmo

- 12 min (4.3 mi)
-  17. Merge onto Sir Francis Drake Blvd
- 4.0 mi
-  18. Turn right onto Sunny Hills Dr
-  Destination will be on the left
- 0.3 mi

### The Oak Hill School

300 Sunny Hills Dr, San Anselmo, CA 94960

These directions are for planning purposes only.  
You may find that construction projects, traffic,  
weather, or other events may cause conditions to



## Golden Gate Bridge, Highway &amp; Transportation District

Updated July 1, 2019

**Golden Gate Bridge Toll Rates, Carpools, DMV Clean Air Decals**

Golden Gate Bridge tolls are collected in only one direction, heading southbound into San Francisco. Click [here](#) for Vehicle Restrictions.

[Golden Gate Bridge Toll Rates](#) | [Carpool Toll Rate, Eligibility, Hours, Dedicated Toll Lane](#) | [DMV Clean Air Vehicle Decals](#)

Golden Gate Bridge Toll Rates			
Number of Axles ( <i>see chart</i> )	FasTrak	License Plate Account & One-Time Payment	Invoice
2 Axles/ Motorcycles	\$7.35	\$8.20	\$8.35
3 Axles	\$22.05	\$24.60	\$25.05
4 Axles	\$29.40	\$32.80	\$33.40
5 Axles	\$36.75	\$41.00	\$41.75
6 Axles	\$44.10	\$49.20	\$50.10
7 Axles or More	\$51.45	\$57.40	\$58.45
Carpools ( <i>more info and eligibility below</i> )	\$5.35	n/a	n/a

**Carpool Policies at the Golden Gate Bridge**

**Carpool Toll Rate:** The carpool toll rate is only available to **eligible** vehicles with a FasTrak Account displaying a properly mounted toll tag.

**Dedicated Carpool Toll Lane is Toll Lane #2 on west (right) side of Toll Plaza:**

During designated carpool hours, eligible carpool vehicles must use the dedicated carpool toll lane established as toll lane #2 and be sure to always have the FasTrak toll tag mounted properly.

**Dedicated Carpool Hours:** 5 a.m. to 9 a.m. and 4 p.m. to 6 p.m., weekdays except seven observed holidays – New Year's Day (January 1), Presidents' Day (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

**Carpool Eligibility:** During designated hours only, vehicles eligible to pay the carpool toll rate on the Golden Gate Bridge include:

1. 2-axle vehicles with **three or more** persons;
2. Motorcycles, as defined and designated by CA DMV, including three-wheeled motorcycles; and
3. Buses.

[Open a FasTrak Account online now](#)

**FasTrak Flex:** Valid FasTrak Flex tags work the same as standard FasTrak toll tags on the Golden Gate Bridge. To receive the carpool discount, you must use our dedicated toll lane #2 during carpool hours. You do not have to set your tag position to declare your toll status. Tag position is not applicable on the Golden Gate Bridge.

**Info for Vehicles with CA DMV Clean Air Vehicle (CAV) Decals**

Vehicles bearing Clean Air Vehicle decals are NOT eligible for reduced tolls on the Golden Gate Bridge and may NOT use the dedicated carpool lane on the Golden Gate Bridge unless they meet the minimum passenger requirements for carpools and have a valid FasTrak toll tag.

SAN MATEO HIGH SCHOOL  
*APPROVAL REQUEST*

*To: Kevin Skelly*

*Date: September 24, 2019*

*From: Jenelle Vazquez*

---

*Site: San Mateo High School*

*Number of Quotes: 1*

*Funding Source: Admin*

*Reason for proposal: subscription for WL dept. teachers*

*Total: \$85.00*

*Please review and approve the attached subscription invoice from  
CONJUGUEMOS.*

*Thank you,*

Jenelle  
x2820

# Invoice

Purchase Order: **192356**

Sep 24, 2019

**BILL FROM**      **Conjuguemos**  
PO Box 86  
Newton, MA 02456  
Tax ID: 27-2678821

P: 857-445-3002  
F: 866-639-6481  
support@conjuguemos.com

**BILL TO**      **San Mateo High School**  
506 N. Delaware St.  
  
**ACCOUNT**      **School**  
Account ID:2634

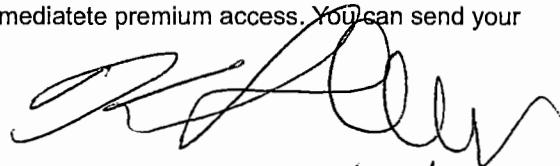
DESCRIPTION	QTY	RATE	TOTAL
Base fee for PREMIUM access for school account This fee covers a 12-month site institutional license starting on: <b>Oct 18, 2019</b>	1	\$45	\$45
Teacher accounts	8	\$5	\$40
SUBTOTAL			\$85.00
TAX			\$0.00
TOTAL AMOUNT			\$85.00

**PAYMENT OPTIONS**

**1. CHECK:** Mail a check along with this invoice. Be sure to include your school account number (2634) with the check

**2. PURCHASE ORDER:** Send us your PO number to get immediate premium access. You can send your purchase order via email to: [support@conjuguemos.com](mailto:support@conjuguemos.com)

**3. CREDIT CARD:**

  
9/30/19

2000-2019 CONJUGUEMOS (Yegros Educational LLC)

# 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 **CONCHA JOHNSON**, 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 High School** teachers/faculty. Classes will be held at the following location/days/times: Classes will be taught by a certified health and fitness professional.

<b>TUESDAYS</b>	<b>Burlingame High School</b>	<b>Alumni Room</b>	<b>3:30 - 4:30pm</b>
-----------------	-------------------------------	--------------------	----------------------

- 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 30<sup>th</sup> of each month to Meghan Sartain ([msartain@smuhsd.org](mailto:msartain@smuhsd.org)) (650-558-2243).
2. **Term:** The term of this agreement shall be for **September 24, 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

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.

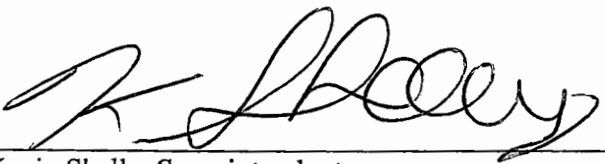
**Contractor:**

Concha Johnson  
Name

  
Signature

9/24/19  
Date

**San Mateo Union High School District:**

  
Kevin Skelly, Superintendent

9/30/19  
Date

## **CONTRACT APPROVAL**

**To: Roberta Beeken**

**Date: August 28, 2019**

**From: Nancy Marty**

---

**Site: Burlingame High School**

**Number of Quotes: 1**

**Funding Source: 01 Fund - Admin**

**Reason for proposal: BHS Library Domain Subscription**

**Total Contract: \$19.95**

**Please approve the attached proposal from Weebly for the BHS Library website domain subscription.**

**Thank you,  
Nancy Marty x2820**

brandw  
xlarge Close

## Extend Your Domain

**pantherlearningcenter.com**

~~Current expiration date: Oct 2, 2019~~ Expires: Oct 2, 2020

- ☒ 1 year \$19.95/yr
- ☐ 2 years \$16.95/yr SAVE 15%
- ☐ 5 years \$14.96/yr SAVE 25%

\*By submitting, you agree to our Term of Service & Privacy Notice. Your subscription is set to automatically renew and your selected payment method will be charged \$19.95 (plus any applicable taxes) every year until you cancel your subscription. You may cancel your subscription at any time from your account settings or by contacting us.\*

### ORDER SUMMARY

• Domain - 1 year	\$19.95
pantherlearningcenter.com	
• Subtotal	\$19.95
Total	\$19.95

visa ending in 1476

Change

**Purchase**

TRUSTe

SECURE PAYMENT

Live Support

7 DAYS A WEEK

Money Back Guarantee

30 DAYS

login: botero@  
smuhisd.org

pswd: bhspanthers

  
9/30/19



## **CONTRACT APPROVAL**

**To: Roberta Beeken**

**Date: September 25, 2019**

**From: Nancy Marty**

---

**Site: Burlingame High School**

**Number of Quotes: 1**

**Funding Source: 95 Fund – ASB Football**

**Reason for proposal: Filming of BHS Football games**

**Total Contract: \$1,236.00**

**Please approve the attached proposal from All Star Films for the filming services at six upcoming BHS Football games.**

**Thank you,  
Nancy Marty x2820**



# ESTIMATE

## All Star Films

Andre Deshay  
5290 3rd Street  
San Francisco, CA 94124  
United States

Phone: +1 415-902-9811  
andre@allstarfilmsdvd.org

Estimate #: 0004

Estimate date: Sep 24, 2019

Reference: Filming Burlingame High  
School Varsity Football

## Bill To:

Varsity Football Head Coach  
John Philipopoulos

Jphilipopoulos@smuhsd.org  
+1 65055828995470  
Burlingame High School

## Ship To:

Description	Quantity	Price	Amount
Film and upload raw game video to Hudl Aragon vs Burlingame Varsity Football Scheduled: Friday Oct 4, 2019 at 7:00 PM Location: Burlingame High School 1 Mangini Way, Burlingame, CA 94010, United States	1	\$200.00	\$200.00
Film and upload raw game video to Hudl Burlingame vs King's Academy Varsity Football Scheduled: Friday Oct 11, 2019 at 7:00 PM Location: The King's Academy 562 N Britton Ave, Sunnyvale, CA 94085, United States	1	\$200.00	\$200.00
Film and upload raw game video to Hudl Burlingame vs Terra Nova Varsity Football Scheduled: Friday Oct 18, 2019 at 7:00 PM Location: Terra Nova High School 1450 Terra Nova Blvd, Pacifica, CA 94044, United States	1	\$200.00	\$200.00
Film and upload raw game video to Hudl Menlo vs Burlingame Varsity Football Scheduled: Friday Oct 25, 2019 at 7:00 PM Location: Burlingame High School 1 Mangini Way, Burlingame, CA 94010, United States	1	\$200.00	\$200.00
Film and upload raw game video to Hudl Sacred Heart Prep vs Burlingame Varsity Football Scheduled: Friday Nov 1, 2019 at 7:00 PM to 9:00 PM Location: Burlingame High School 1 Mangini Way, Burlingame, CA 94010, United States	1	\$200.00	\$200.00
Film and upload raw game video to Hudl Burlingame vs San Mateo Varsity Football Scheduled: Saturday Nov 9, 2019 at 11:00 AM Location: San Mateo High School 506 N Delaware St, San Mateo, CA 94401, United States	1	\$200.00	\$200.00
PayPal Credit card processing fee	1	\$36.00	\$36.00

Subtotal	\$1,236.00
<b>Total</b>	<b>\$1,236.00</b>

## Notes

Hi John

Here is the estimate for filming the 6 remaining games of your varsity football season.

The game on Oct 4th I'm 80% sure we can cover. I will be able to give to let you know sept 25th if we can cover that game. All of the other games are confirmed.

Sorry but unfortunately we do not accept POs at this time. If you wish to pay by check the you can delete the PayPI credit card processing fee.

## Terms and Conditions

All-Star films will film the games described above from the sideline at the top of the bleachers or on top of press box. All-Star films will upload the raw game video to the Burlingame's Hudl account. The game video will be uploaded before practice of the following day. Please let me know if you have any questions. More details will be confirmed on the contract.

Payment is due on or before Oct 3rd, 2019

 9/30/19

(

## **CONTRACT APPROVAL**

**To: Roberta Beeken**

**Date: September 25, 2019**

**From: Nancy Marty**

---

**Site: Burlingame High School**

**Number of Quotes: 1**

**Funding Source: 01 Fund – Parent Group Special Projects**

**Reason for proposal: Purchase of EdPuzzle for BHS faculty**

**Total Contract: \$1,320.00**

**Please approve the attached proposal from EdPuzzle for a school wide site license for all BHS faculty.**

**Thank you,  
Nancy Marty x2820**



PO BOX 446  
SAN FRANCISCO, CA 94104-0446  
UNITED STATES

Bill To Name Burlingame High School  
Bill To 1 Mangini Way  
Burlingame, CA, US

Contact Name Heather Johnson  
Email hjohnson@smuhsd.org

Quote Number 810158  
Created Date 9-11-2019  
Expiration Date 10-11-2019  
Prepared By Edpuzzle Sales Team  
Email sf@edpuzzle.com

Product	Period	Product Description	Unit Price	Quantity	Total Price
Pro School	1 year	Unlimited access to Edpuzzle for all the teachers in the school.	\$1,320.00	1.00	\$1,320.00

Subtotal \$1,320.00  
Total Price \$1,320.00  
Grand Total \$1,320.00

#### FAQ's

##### Does Edpuzzle accept purchase orders?

Yes, we do! This quote can be used to generate a PO. If you need any other information or would prefer a credit card payment instead just let us know. We will get you set up with Pro within 24h of receiving the order.

##### What payment methods does Edpuzzle accept?

We accept credit card payments, checks, and direct deposits (wire transfers).

##### Can we use next year's funds this school year?

Yes! Send us your PO by June 30th and we can invoice you in July so that you can use next year's funds to purchase at this year's rates.

#### License Terms & Conditions

- (1) All spots from the license will expire at the end of the term, regardless utilization or use.
- (2) Each spot is assigned to one teacher and cannot be replaced by another teacher on a general basis.
- (3) The general rules of copyright and license ownership will apply in case of a teacher leaving the School or District, regarding the video-content he or she has generated.
- (4) For school/district wide agreements, the renewal price will increase by 8% upon every renewal.
- (5) This agreement will automatically renew at the end of each term for a further term of 1 year unless either party gives the other written notice of termination at least 30 days prior to the end of the relevant term.

  
9/30/19

## *CONTRACT APPROVAL*

*To: Roberta Beeken*

*Date: 9/24/19*

*From: Nicole Donegan HHS*

---

*Site: HHS*

*Number of Quotes: 1*

*Funding Source: Drama Club*

*Reason for proposal: Equipment rental for Musical*

*Total Contract: \$11,920*

*Please approve the attached proposals from VER*

*Thank you!*



San Francisco  
410 E Grand Avenue  
South San Francisco, CA 94080  
United States

Voice: 1(650) 837-9480 Fax: 1(650) 837-9488

# Quota

Client Code  
SMUHSD Order No.  
1955394

Show Details: Hillsdale Chicago- KF  
P.O. no.:  
Rental Agent: Kenneth Fernandes  
Currency: U.S Dollar

## Client

San Mateo Union High School District  
650 N. Delaware St.  
San Mateo, CA 94401-1795  
United States  
Phone: 1(650) 558-2299 Fax: 1(650) 685-7987  
Contact: Tom Stucke Phone: ()  
650-281-4167  
Div.:

## Ship To

Hillsdale High School  
3115 Del Monte Street,  
San Mateo, CA 94403  
United States

Contact: Tom Stucke Phone:  
650-281-4167

Customer Receipt: 10/11/2019 12:00  
Deliver via: Land Shipper: VER  
From location: San Francisco

Customer Return: 10/29/2019 13:30  
Pickup via: Land Shipper: VER  
Return location: San Francisco

Quantity	Description	Unit Price	Days Charged	Extended
2	Lycian M2 2.5K EB (200-240v)	\$440.00	2.00	\$1,760.00
2	Yoke Mount Lycian M2	\$0.00	2.00	\$0.00
2	Lycian M2 Short Throw Lens (.62deg-11.8deg)	\$0.00	2.00	\$0.00
2	Lycian M2 Short Lens Boomerang	\$0.00	2.00	\$0.00
2	Lycian M2 Short Lens Chassis	\$0.00	2.00	\$0.00
12	Lycian M2 Color Frame	\$0.00	2.00	\$0.00
2	Case Lycian M2 (67x36x23)	\$0.00	2.00	\$0.00
2	L620 Buck Boost Lycian M2	\$0.00	2.00	\$0.00
2	1/2 Coupler Alum - BLK	\$0.00	2.00	\$0.00
2	30" Safety Cable - BLK	\$0.00	2.00	\$0.00
2	Case Lycian M2 Stand (32x18x22)	\$0.00	2.00	\$0.00
2	Lycian M2 Stand	\$0.00	2.00	\$0.00
2	Case Lycian M2 Stand (32x18x22)	\$0.00	2.00	\$0.00
2	Spigot Lycian M2	\$0.00	2.00	\$0.00
6	Martin Mac Viper Wash DX (120-240v)	\$225.00	2.00	\$2,700.00
6	30" Safety Cable - BLK	\$0.00	2.00	\$0.00
6	6" Powercon - L620 (m)	\$0.00	2.00	\$0.00
3	Case Mac Viper Wash DX (x2)(40x23x48)	\$0.00	2.00	\$0.00
12	2" Snap Back Coupler - BLK	\$0.00	2.00	\$0.00
12	Martin Omega Bracket	\$0.00	2.00	\$0.00
6	1" Edison (m) - L620 (f)	\$0.00	2.00	\$0.00
6	Martin Mac Viper Performance (120-240v)	\$250.00	2.00	\$3,000.00
6	30" Safety Cable - BLK	\$0.00	2.00	\$0.00
3	Case Mac Viper (x2) (48x39x23)	\$0.00	2.00	\$0.00
6	6" Powercon - L620 (m)	\$0.00	2.00	\$0.00
12	2" Snap Back Coupler - BLK	\$0.00	2.00	\$0.00
12	Martin Omega Bracket	\$0.00	2.00	\$0.00

Quote is subject to availability of the equipment at time of confirmation.

9/21/2019 9:36:56 AM

For Terms & Conditions visit: [ver.com/agreement](http://ver.com/agreement)

Page 1 of 2

Signature

9/30/19

Quantity	Description	Unit Price	Days Charged	Extended
6	1' Edison (m) - L620 (f)	\$0.00	2.00	\$0.00
12	1' L620 (m) - Edison (f)	\$0.00	2.00	\$0.00
10	Chroma Q Color Force 72" (100-240v)	\$165.00	2.00	\$3,300.00
10	30" Safety Cable - BLK	\$0.00	2.00	\$0.00
10	6' Powercon - Edison (m)	\$0.00	2.00	\$0.00
10	Case Chroma Q Color Force 72" (x3) (76x21x31)	\$0.00	2.00	\$0.00
20	1/2 Coupler Alum - BLK	\$0.00	2.00	\$0.00
1	ProPower Lighting 24ch 208v PD (4x Soca / 16x AUX / Cam thru)	\$250.00	2.00	\$500.00
1	AV AC Cable Package	\$175.00	2.00	\$350.00
SPARES				
2	Chroma Q Color Force 72" (100-240v)	\$0.00	2.00	\$0.00
2	30" Safety Cable - BLK	\$0.00	2.00	\$0.00
2	6' Powercon - Edison (m)	\$0.00	2.00	\$0.00
2	Case Chroma Q Color Force 72" (x3) (76x21x31)	\$0.00	2.00	\$0.00
4	1/2 Coupler Alum - BLK	\$0.00	2.00	\$0.00
2	Martin Mac Viper Performance (120-240v)	\$0.00	2.00	\$0.00
2	30" Safety Cable - BLK	\$0.00	2.00	\$0.00
2	Case Mac Viper (x2) (48x39x23)	\$0.00	2.00	\$0.00
2	6' Powercon - L620 (m)	\$0.00	2.00	\$0.00
4	2" Snap Back Coupler - BLK	\$0.00	2.00	\$0.00
4	Martin Omega Bracket	\$0.00	2.00	\$0.00
2	Martin Mac Viper Wash DX (120-240v)	\$0.00	2.00	\$0.00
2	30" Safety Cable - BLK	\$0.00	2.00	\$0.00
2	6' Powercon - L620 (m)	\$0.00	2.00	\$0.00
2	Case Mac Viper Wash DX (x2)(40x23x48)	\$0.00	2.00	\$0.00
4	2" Snap Back Coupler - BLK	\$0.00	2.00	\$0.00
4	Martin Omega Bracket	\$0.00	2.00	\$0.00

Rental Total: \$11,610.00

Subtotal: \$11,610.00

Delivery/Pickup Total: \$310.00

Grand Total: \$11,920.00

Quote is subject to availability of the equipment at time of confirmation.

9/21/2019 9:36:57 AM

For Terms & Conditions visit: [ver.com/agreement](http://ver.com/agreement)

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## VER Rental Agreement

This Agreement is entered into by and between Production Resource Group, L.L.C., a Delaware limited liability company, doing business as VER ("VER") with its headquarters at 757 W. California Ave., Bldg. 4, Glendale, CA 91203 and the "Client" as listed on the Quote. VER and Client are sometimes each referred to herein as a "Party" and collectively as the "Parties", and for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

### 1. RENTAL OF EQUIPMENT

1.01. The Parties will enter into a statement of work (hereinafter, a "SOW") for services or will agree to a quote ("Quote") for equipment generated by VER for Client (Client may accept a Quote/SOW and its terms by return email), for VER to provide rental equipment and/or related services for Client's production(s) (each, a "Production"). Each SOW or Quote will include the pricing, a complete list of provided equipment (the "Equipment") and/or services ("Services"). Any Equipment or Services provided under this Agreement by VER under a Quote or an SOW will be governed by this Agreement.

1.02. Client shall be deemed to have taken "Delivery" of the Equipment from earlier of (i) the time the Equipment is picked up from VER at VER's facility by Client's agent or a shipper, or (ii) when delivered to Client at address on the SOW or Quote by VER or VER's agent or shipper. Unless otherwise agreed in writing, Client is responsible for all costs of shipping and transportation charges associated with the delivery of the Equipment.

1.03. Upon Delivery, Client shall be responsible to inspect the Equipment and immediately notify VER of any Equipment determined to be missing or not in good working condition. After Delivery, the cost of all necessary repairs to the Equipment shall be paid by Client (unless repairs are due to a latent fault not discoverable by Client and the damage is not caused during the relevant rental period) including any repairs or damage to the Equipment that are caused by Client or Client's employees or agents and any damages caused by third parties, including shippers and common carriers, during any transport (unless VER employees are performing the transport) or storage of the Equipment. The "Rental Period" is the time between Delivery and Return (as defined below) of the Equipment to VER.

1.04. Client shall be solely responsible to protect and preserve the Equipment from damage or loss and to provide a safe environment for its use, transportation and storage in accordance with VER's instructions and those of the Equipment's manufacturer. Client shall not make any alterations, changes, modifications or improvements to the Equipment without the prior written consent of VER nor deface, remove or permanently cover any nameplate, bar code, stamp or insignia on the Equipment showing VER's name and identification. Client represents and warrants that (a) it, its agents and the operators of the Equipment understand the operating procedures for each piece of Equipment rented from VER, (b) all operators shall be competent to use the Equipment, (c) Client, its agents and operators of the Equipment shall comply with all applicable laws, rules, regulations and orders enacted by or promulgated by federal, state, municipal or other governmental authority in connection with their use of the Equipment, (d) that prior to using the Equipment, it and its agents and operators (i) shall be licensed in accordance with all applicable laws; and (ii) shall procure all necessary permits, consents and licenses and (e) Client, Client's agents and the operators of the Equipment shall obtain and abide by a high wind action plan, created by a licensed structural engineer, for all outdoor and/or temporary structures. Client acknowledges that VER has advised Client that the raising and lowering of Equipment attached to rigging is a delicate and potentially dangerous task that should only be performed by persons who are adequately trained and certified Entertainment Technicians (ETCP-certified). Notwithstanding the generality of the foregoing, VER

takes no responsibility for the use of its Equipment in any way in a situation where there are aerial stunts being performed using VER truss (forming part of the Equipment under this Agreement) or where rigging personnel of the Client or third-party contractors are using VER truss as an anchor either for themselves or for any equipment or attachments. Any person using VER truss for any purpose to secure any items or people must inspect same and satisfy themselves as to its suitability for use for any application. Furthermore, if VER personnel are not attaching VER Equipment to VER truss, VER has no responsibility for the suitability of the attachments used or the security of the truss or anything attached to the truss

1.05. From the Delivery of the Equipment until its Return (as defined below), including during any time of transit or shipment of the Equipment not performed by VER, Client (and not VER) shall bear all risk of loss and damage to the Equipment. THE CLIENT SHALL HAVE FULL RESPONSIBILITY AND LIABILITY TO VER FOR THE FULL REPLACEMENT COST TO REPAIR OR REPLACE ANY EQUIPMENT WHICH (DURING THE PERIOD BETWEEN DELIVERY TO THE CLIENT AND RETURN TO VER) HAS BEEN LOST, STOLEN, OR DAMAGED FROM ANY CAUSE WHATSOEVER (OTHER THAN ORDINARY WEAR AND TEAR). THE CLIENT SHALL ALSO BE LIABLE TO VER FOR ANY CONTINUED RENT AND CHARGES (AS DEFINED IN SECTION 3.01 BELOW) FOR A MAXIMUM OF ONE MONTH. THE LIABILITY OF CLIENT HEREUNDER IS PRIMARY AND SHALL ONLY BE REDUCED IN THE EVENT AND TO THE EXTENT VER ACTUALLY RECEIVES ANY APPLICABLE INSURANCE PROCEEDS.

1.06. At the conclusion of a Production, the Equipment shall be returned to VER, at Client's expense at a place designated by VER (the "Return"). The returned Equipment shall be in good working order, subject only to ordinary wear and tear. Notwithstanding the Return of the Equipment, Client shall remain liable for any damage to the Equipment discovered by VER after inspection of the returned Equipment and the Return of the Equipment to VER shall not constitute a waiver of any such claims. When the Equipment has not been returned to VER by the date specified in the relevant SOW or Quote, Rent shall continue to accrue on the Equipment on a day-to-day basis at the rate contained on the applicable SOW or Quote, until such time as the Equipment has been returned to VER. Holdover of Equipment is only permitted with VER's advance written permission, to be granted in VER's sole discretion.

1.07. This Agreement provides for a lease of the Equipment to Client only and is not a sale of the Equipment to Client. Title to the Equipment shall remain at all times in VER. The grant by Client of a sublease of the Equipment shall not affect Client's obligation to have the required insurance for the benefit of VER as provided herein, nor shall such sublease diminish any of Client's obligations under this Agreement. Any sublease of Equipment by Client must be approved by VER in writing in advance.

1.08. VER shall have the right to inspect the Equipment at any time during the Term with reasonable advance notice to Client. Client shall make any and all arrangements to permit a representative of VER with the necessary access to the location of the Equipment. If a breach of any of the provisions of this Agreement or a Quote/SOW occurs, and after Client has been given a reasonable opportunity to cure such breach, VER has the right to remove all of the Equipment without liability to Client, and without prejudice to VER's right to receive Rent and Charges due or accrued, up to and including the date of removal of the Equipment.

## **2. SERVICES**

2.01. From time to time, in addition to Equipment rental for a Production, Client may also retain VER to provide services to assist with the set-up and operation of Equipment, which services (the "Services") shall be described in the relevant SOW or Quote.

2.02. The personnel to be supplied by VER to render the Services shall act in the capacity of "Technical Engineers". It is acknowledged and agreed by Client, that in performing those Services, VER's personnel will be acting under the direct supervision and control of Client and Client's managers and not VER. Client shall be solely responsible for providing such supervision and control as will protect the personnel, the Equipment and third parties from injury or loss. In view of such supervision and control by Client, VER and VER's personnel shall have liability only for the willful misconduct or gross negligence of its personnel and then only to the maximum amount set forth in Section 6.09 of this Agreement.

### **3. RENT, OTHER CHARGES AND ADDITIONAL/DIFFERENT EQUIPMENT**

3.01. The Rent and other charges for the rental of the Equipment and for the Services (if any) (together, the "Rent and Charges") for Client to pay to VER shall be set forth in each SOW and/or Quote. Client acknowledges that time is of the essence in making these payments. VER may charge interest on any unpaid Rent and Charges hereunder, as well as any unpaid claims by VER against Client at a rate of 1.5 percent per month until paid; provided, however, that if such interest rate exceeds the maximum amount allowed under the laws of the state of VER's applicable rental office then that maximum amount shall instead apply. Client is responsible for any and all taxes, duties, broker fees, bond and all other costs resulting from Client's use of the Equipment and/or Services.

3.02. If, during the term of an SOW, Client desires to obtain additional or different Equipment or Services from those described on such SOW, then it shall request VER of the same. In the event that VER provides such additional or different Equipment and/or Services, VER shall issue a new Quote to Client with details of the new Equipment and/or Services.

### **4. TERM AND TERMINATION**

4.01. The initial term of this Agreement, the "Term" herein, shall commence upon confirmation by VER of the SOW or Quote (the "Effective Date") and shall end on the first anniversary of the Effective Date, unless earlier terminated by the Parties (the "Initial Term"). After the Initial Term, this Agreement shall automatically renew for one-year renewal terms (each a "Renewal Term" and together with the Initial Term, the "Term") on each anniversary of the Effective Date (each a "Renewal Date").

4.02. If Client shall default on or breach any of the terms, covenants, obligations, conditions, representations, or warranties in this Agreement or if Client is the subject of a bankruptcy or similar proceeding, VER shall have the right to immediately exercise any one or more of the following remedies: (a) cease providing the Services and immediately recover the Equipment (by entering upon Client's premises or the tour site, if necessary) without liability for trespassing and removing the Equipment under all applicable laws (b) sue for and recover all Rent and Charges and other payments, then accrued or thereafter accruing; (c) terminate this Agreement; (d) retain any Rent and Charges or other amounts thereto paid by Client to VER; and (e) pursue any other remedy available under law or equity. All such remedies are cumulative and may be exercised concurrently or separately, and VER shall be entitled to recover expenses and costs including reasonable attorney's fees and costs of locating, repossessing, repairing, reconditioning and storing the Equipment. 4.03. Either Party may terminate this Agreement, at any time, with or without cause, upon sixty (60) days prior written notice to the other Party. 4.04. Any termination of this Agreement shall not terminate any of Client's obligations to VER under this Agreement that have not yet been performed, including any ongoing obligations of payment and Return of Equipment. If in the event of termination of this Agreement pursuant to Section

4.03, or any other termination of an SOW or Quote by a Client without cause, the provision of Equipment and/or Services pursuant to an SOW or Quote is cancelled or delayed, notwithstanding

the reason being a Force Majeure event (as defined herein), then Client shall pay VER for any hard costs incurred. In the case of Client termination, for a film or television Production, if it is not rescheduled, and cancellation occurs within three (3) days of Delivery, the cost of one week's Rent and Charges will be paid also to VER by Client. If there is a Client termination or cancellation of an SOW affecting a Production which is a one-off live show/event and if the notice is less than ten (10) calendar days before that Production start date, then 50% of the Rent and Charges due under the SOW will still be payable to VER by Client, but if the cancellation is less than three (3) calendar days before that Production start date 100% of the Rent and Charges due under that SOW will be paid to VER by Client. If there is a Client termination or cancellation of an SOW for a Production which is a touring Production, then three (3) weeks of VER Rent and Charges will be due by Client to VER, or the balance of that Production's Rent and Charges, whichever is the lesser. In the case of cancellation of a Quote, where only Equipment is provided without Services, then if cancellation is within three (3) days of the Production start date, one (1) day's worth of rent and charges will also be due by Client to VER. Where Client terminates under this Section

4.04 and requests rescheduling, VER cannot guarantee availability of Equipment or Services for rescheduled date.

4.05. VER will use its commercially reasonable best endeavors to extend the term of provision of Equipment and Services, if requested by Client, who must give VER 3 days-notice of any requested extensions.

4.06. If any proceeding under any piece of insolvency legislation, is commenced by or against the Client, or if the Client is adjudged insolvent, or makes any assignment for the benefit of its creditors or if a writ of attachment or execution is levied on any item or items of the Equipment and is not released or satisfied within ten days thereafter, or if a receiver is appointed in any proceeding or action to which the Client is a Party with authority to take possession or control of any item or any item or items of the Equipment, VER shall have the option, without notice to Client, to immediately terminate this Agreement, cease rendering the Services, and repossess the Equipment which shall not be treated as assets of Client.

## **5. REPAIRS AND WARRANTIES.**

5.01. IN THE EVENT OF A MALFUNCTION, CLIENT MUST NOTIFY VER IMMEDIATELY UPON DISCOVERY. CLIENT SHALL NOT ATTEMPT TO SERVICE OR REPAIR ANY OF THE EQUIPMENT.

5.02. In the event of any Equipment not performing according to manufacturer specifications, VER shall, at its sole option, either replace or repair the Equipment. All returns to VER's facility must be authorized in advance of shipment, in writing, and shipped prepaid. VER assumes no risk of loss, or liability for damage during shipment prior to acceptance of delivery at its facility. Outgoing freight charges for repaired Equipment will not be paid by VER if the incoming inspection fails to disclose a defect not caused during the Rental Period.

5.03. VER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, THE FITNESS, QUALITY, DESIGN, CONDITION, REPAIR, MERCHANTABILITY, FUNCTIONING, PERFORMANCE OR MALFUNCTIONING OF THE EQUIPMENT, OR ITS MATERIAL OR WORKMANSHIP.

## **6. INSURANCE AND INDEMNITY OBLIGATIONS**

6.01. At all times from the Delivery of any Equipment to Client until its Return to VER, Client shall maintain insurance covering the Equipment from damage or loss from any cause whatsoever. Such Equipment insurance shall be in an amount sufficient to cover the full new replacement costs of the Equipment and VER's rental charges until the Equipment is repaired or replaced. VER shall be named loss payee on such policy or policies.

6.02. Client shall maintain workers compensation/employer liability insurance during the course of any Equipment and/or Services provision hereunder with a minimum of \$1,000,000 coverage.

6.03. Client shall secure and maintain, at its own expense, automobile and vehicle liability insurance, including coverage for the loading and unloading of the Equipment from Client's owned or leased vehicles and shall include "comprehensive" and "collision" coverage. VER shall be named as an additional insured and as loss payee on such policies. Such insurance shall not be less than \$1,000,000 in combined single limits less a \$1,000 deductible for the physical damage on comprehensive and collision coverage.

6.04. Client shall, at its expense and at all times during the Term, maintain commercial general liability insurance which would provide worldwide coverage for each Production under any SOW then in effect including but not limited to the following coverages: broad form contractual liability, personal injury, property damage, completed operations and products liability. Such insurance shall have general aggregate limits of not less than \$2,000,000 (including the coverages specified above) personal injury and advertising injury of not less than \$2,000,000 and per occurrence limits of not less than \$1,000,000. VER shall reserve the right to increase the Client's general commercial liability insurance general aggregate limits to \$5,000,000 or more, personal injury and advertising injury general aggregate limits to \$5,000,000 or more and general commercial liability per occurrence to \$3,000,000 or more where rigging is involved or where any other circumstance that VER deems fit in its sole discretion to require higher levels of coverage. Client's insurance shall specifically name VER as an additional insured and shall provide that said insurance is primary coverage with respect to all insured risks. An umbrella or excess liability policy may be used in conjunction with primary coverage limits to meet the minimum required limits.

6.05. Client shall provide VER with 30 day written notice prior to the effective cancellation of any Client insurance hereunder or any material modifications to any Client insurance hereunder.

6.06. VER may require Client to provide VER with a security deposit for the Equipment in an amount determined by VER in lieu of a Certificate of Insurance or as additional Equipment coverage. If required by VER, the Security Deposit will be due prior to Delivery of the Equipment. In the event that Client pays the Security Deposit with a credit card, Client and/or charge card holder waive all rights to dispute charges with credit/charge card company and agree to resolve disputes as if the charges were made as cash payments. In the event that the credit/charge company fails to honor VER's charges for any reason, or if the credit charge or credit available shall be insufficient to cover the claims of VER under this Agreement, Client shall remain absolutely liable for the full amount of the claims. Upon VER's determination that the Equipment has been returned undamaged, VER shall release the authorized hold on such Security Deposit to Client within seven (7) business days. The election by VER to request and accept a security deposit in lieu of a proof of insurance certificate from Client, or for any other reason, does not constitute a waiver or limitation by VER of any of VER's rights or Client's obligation under this Agreement.

6.07. Prior to the Delivery of the Equipment or Services under a SOW or this Agreement, Client shall provide VER with proof of the existence of the above insurance coverages together with confirmation of designation of VER as an "additional insured" and "loss payee". All such insurance shall be issued by an insurance carrier authorized to do business in the State of California with an A. M. Best rating of A- or higher. The failure of VER to demand such notice or proof of insurance shall not, however,

excuse Client from maintaining it. All insurance maintained by Client pursuant to the foregoing provisions shall contain a waiver of subrogation against VER. Should Client fail to secure or maintain such insurance, VER may, but shall not be obligated to, secure such insurance and Client shall reimburse VER on demand for such costs. Lapse or cancellation of any of the required insurance coverages during the Term shall constitute a material breach of this Agreement by Client.

6.08. Client assumes all responsibility and liability for injury or damages resulting from its handling, possession, use or sale of Equipment or Services supplied hereunder, including, but not limited to any injury or damage resulting from the Client's duty to comply with all applicable laws and regulations as well as the use of Equipment in Client's operations or in combination with other equipment. Client agrees to hold harmless, defend and indemnify VER from and against all claims, losses, liabilities and expenses (including attorney's fees and other litigation or settlement costs) arising out of such duty to comply with applicable laws and regulations, and handling, possession, use or sale of the Equipment. The foregoing duty of Client to hold harmless, defend and indemnify VER shall not apply to the extent such claim, loss, liability or expense results from the willful misconduct or gross negligence of VER.

6.09. VER SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, DAMAGE TO, OR LOSS OF TANGIBLE PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, OR COST OF PURCHASE OR REPLACEMENT OF EQUIPMENT, WHETHER OR NOT VER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIABILITY OF VER FOR DIRECT DAMAGES, OR IN THE EVENT OF A FAILURE OF WARRANTY, OR INVALIDITY OF ANY OF THE FOREGOING LIMITATIONS, FROM THE LEASE, RENTAL, DELIVERY, RESALE, INSTALLATION, OPERATION FAILURE, MALFUNCTION, OR UNSUITABILITY FOR USE OF ANY EQUIPMENT OR SERVICES FURNISHED UNDER THIS AGREEMENT OR ANY SOW, WHETHER ARISING OUT OF CONTRACT, ANY NEGLIGENCE, STRICT LIABILITY, WARRANTY, OR OTHERWISE, SHALL NOT EXCEED THE RELEVANT SOW AND/OR QUOTE.

6.10. Client releases VER, and its officers, agents, representatives, employees, parent and affiliate companies from any losses, costs, damages, liabilities, actions, claims, and demands of every kind which Client ever have or claim to have against VER relating to the Productions, including without limitation all claims related to Client's performers and all right that Client may have under Section 1542 of the California Civil Code relating to unknown claims, facts and/or circumstances, Such Section reads as follows: "1542. Certain claims not affected by general release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Client hereby waives the benefits of Section 1542 above and any other similar applicable provisions.

## **7. CONFIDENTIALITY**

7.01. "Confidential Information" shall mean all information provided by one Party ("Disclosing Party") to the other Party ("Receiving Party") relating to Disclosing Party or its business operations, including but not limited to all technical and commercial information and the terms of this Agreement, and any other information which is not generally publicly known and which a reasonable and prudent person would hold to be confidential or proprietary by its nature or content. Notwithstanding the foregoing, the term "Confidential Information" shall not include, and the obligations of non-disclosure set forth in this Agreement shall not apply to, any information which: (i) can be demonstrated by Receiving Party by written evidence to have been known by it prior to disclosure by Disclosing Party; (ii) is or becomes generally available to the public through no fault of Receiving Party; (iii) is obtained by Receiving Party in good faith from a third party who discloses such information to Receiving Party on a non-confidential basis having affirmatively represented to Receiving Party that it is without any

obligation of confidentiality or secrecy relating to the information disclosed; or (iv) is independently developed by employees or other agents of Receiving Party who did not have access to Confidential Information of the Disclosing Party. The Receiving Party shall keep strictly confidential and shall not disclose, or use for any purpose other than the fulfillment of its obligations under this Agreement, any of the Disclosing Party's Confidential Information. Upon and as requested by VER, Client shall promptly return or destroy all of VER's Confidential Information, and certify in writing that it has done so.

7.02. The Parties acknowledge that, as a result of the provision of the Equipment and Services under this Agreement and any SOWs, Receiving Party, its employees, agents, or affiliates, may be exposed to certain Confidential Information of Disclosing Party. Each Party covenants and agrees that it, as Receiving Party, shall: (i) treat all Confidential Information of Disclosing Party as private and confidential; (ii) not use any Confidential Information of Disclosing Party other than in furtherance of this Agreement or a SOW; (iii) not, without the consent of Disclosing Party, disclose any Confidential Information to anyone other than employees, agents or affiliates of Receiving Party who have a need to know under confidentiality obligations substantially similar to the terms of this Agreement, and Receiving Party shall remain liable to Disclosing Party for any breach of confidentiality obligations set forth herein by any of Receiving Party's employees, agents or affiliates; and (iv) use best efforts, which shall be no less than commercially reasonable efforts, to ensure the privacy, confidentiality, and security of Disclosing Party's Confidential Information. Receiving Party further agrees that, upon the termination of this Agreement, it shall deliver to Disclosing Party, or destroy, any and all materials of any kind under its possession or control and all copies thereof that contain Disclosing Party's Confidential Information. Upon request, the Receiving Party shall certify, in writing, that all such materials have been delivered to Disclosing Party or destroyed. The confidentiality and non-use obligations set forth in this Section 7 shall survive during the Term and for a period of [two] years thereafter.

## **8. MISCELLANEOUS PROVISIONS**

8.01. Neither Party shall be deemed in default of this Agreement to the extent that either Party's performance is delayed or prevented by reason of fire, interruption and/or delay of transportation services, labor troubles or strikes, wars, acts of God, riots terrorism, natural disasters, acts over government or other occurrences beyond the reasonable control of such Party (in each case, a "Force Majeure Event"), provided that the breaching Party gives the other Party timely notice within one day upon discovery that such Force Majeure Event will delay or prevent that Party's performance of its obligations arising from this Agreement, and the breaching Party has used its best efforts to promptly cure the Force Majeure Event.

8.02. Proposition 65. Use of Equipment may result in exposure to one or more listed chemicals known to the State of California to cause cancer or birth defects or other reproductive harm. Client shall comply with any requirements and/or regulations under this Agreement pertaining to California Proposition 65.

8.03. Client shall not export any of the Equipment without first obtaining VER written approval and then determining the export classification of the Equipment and strictly complying with the responsibilities to obtain licenses to export or re-export Equipment. Client represents and warrants that neither it, nor its officers, directors, employees and agents are (a) listed on the Office of Foreign Assets Control's ("OFAC") "Specially Designated National and Blocked Person List" ("SDN List") or otherwise subject to any sanction administered by OFAC ("U.S. Economic Sanctions") or (b), owned, controlled by or acting on behalf of, directly or indirectly, any person, entity or government listed on the SDN List or otherwise subject to U.S. Economic Sanctions. Client and its officers, directors, employees and agents have not and will not engage directly or indirectly in any transaction on behalf of VER or its affiliates that could potentially violate applicable U.S. Economic Sanctions. In addition,



Client represents that it shall not, and shall not permit any of its subsidiaries or affiliates or any of its or their respective directors, officers, managers, employees, independent contractors, representatives or agents to, promise, authorize or make any payment to, or otherwise contribute any item of value to, directly or indirectly, to any third party, including any non-U.S. government official, in each case, in violation of the Foreign Corrupt Practices Act of 1977 (the FCPA), the U.K. Bribery Act 2010, or any other applicable anti-bribery or anti-corruption law.

8.04. Client is solely responsible for clearing any and all images (in any form), or any other Client data, prior to the return of the Equipment to VER. Client authorizes VER to clean the Equipment of any and all images, content or data immediately upon return of the Equipment to VER. It shall be the sole responsibility and obligation of Client to arrange for the safeguarding and storage of Client's images, content or data prior to the return of the Equipment to VER. Without limiting the foregoing, VER shall not be responsible for disclosure of Client data due to the re-rental of Equipment previously used by Client, and Client agrees to hold harmless, defend and indemnify VER from and against all claims, losses, liabilities and expenses (including attorney's fees and other litigation or settlement costs) arising out of or in connection with any such disclosure of Client data. Furthermore, Client acknowledges that VER shall have no legal obligation to (erase securely or otherwise) Client's record content on any media nor shall VER be obligated to or expected to retain said content or data for any period of time under this Agreement. VER is not responsible for the loss of content or data from any cause whatsoever, including, but not limited to technical malfunction, physical damages, or errors on the part of VER employees, agents, representatives, contractors or subcontractors, nor any consequential loss or damages of any kind whatsoever. Notwithstanding anything to the contrary contained herein, Client agrees that VER will have the right to use personal data provided (or otherwise made available) by the Client in accordance with VER's Privacy Policy available at <https://www.ver.com/privacy-policy/>.

8.05. This Agreement shall be governed by the substantive laws of the State of Delaware, without regard to the conflicts of laws rules thereof. The UN Convention on Contracts for The International Sale of Goods shall not apply to this Agreement. Client agrees to waive its rights to a trial by jury in any dispute under this Agreement. In the event of any dispute between the Parties, VER and Client agree that venue in legal action between them shall be in the Superior Court for the County of Los Angeles, State of California.

8.06. In the event of any legal action or proceeding brought by either Party against the other under this Agreement, the prevailing Party shall be entitled to recover the costs and fees of its attorneys in such action or proceeding, including costs of appeal, if any.

8.07. This Agreement and its provisions are non-assignable and non-delegable by either Party without the written consent of the other Party.

8.08. All notices or demands which either party is required or desires to give to the other party, shall be in writing and shall be given by personal delivery, by electronic mail transmissions, by overnight courier (FED EX, UPS) or by U.S. Mail certified or registered, to the principal business address of that Party as first set out above, or if by email to VER at [legaldept@ver.com](mailto:legaldept@ver.com), and if by email to Client to an address used by Client in correspondence with VER. Each such notice shall be deemed "received" by the other party (1) on the date of personal delivery if personally delivered, (2) the date of electronic mail transmission if sent before 5:00 P.M. (otherwise the next date), (3) the day after deposit of the notice with an overnight carrier service, or (4) two days after deposit if the notice is sent by certified or registered U.S. Mail.

8.09. This Agreement, any SOWs and any Exhibits or Schedules hereto or thereto embody the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all other agreements, either oral or in writing. Each Party acknowledges that



there are no representations, inducements, promises or agreements, oral or written, which have been made by any Party which are not included herein. In the event of a conflict between the terms of this Agreement and any SOW or Change Order, the terms of this Agreement shall govern.

8.10. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provisions will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

8.11. Each and all of the various rights, powers and remedies of the Parties will be considered to be cumulative with and in addition to any other rights, powers and remedies which such Parties may have at law or in equity in the event of breach of any of the terms of this Agreement. The exercise or partial exercises of any rights, powers or remedies will neither constitute the exclusive election thereof nor the waiver of any other right, power or remedy available to such Party.

8.12. This Agreement may be modified only by a writing signed by both Parties. No waiver by either Party of any term or condition of this Agreement shall be deemed effective unless given in writing. In the case of VER, signature must be by CEO, CFO or GC to be effective to any amendment to this Agreement.

8.13. All the terms and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns upon execution of this Agreement by the Parties or the earlier Delivery of the Equipment and/or Services commence, if that occur first.

8.14. The provisions of this Agreement shall by their nature survive expiration or termination, and shall include without limitation Sections 1.04, 1.05, 1.06, 3.01, 4.04, 4.05, 6.07, 6.08, 7, and 8 shall survive the expiration or termination of this Agreement.

8.15. Credit. If the Production is for television and technical credit are included, or if the Productions is for a theatrical release, VER shall be given a one line credit in the end titles as follows: "Filmed using VER Equipment," where the word VER is presented in our standard typeset, available from VER on request.

8.16. Client agrees that VER may mention our participation as a vendor for the Production in any of VER's marketing efforts.

Signature  9/30/19

# INVOICE

**FROM:** Francisco Reveles, Ed.D.



**DATE:** September 28, 2019

**SUBJ:** Invoice for Services Rendered

I am submitting this invoice for payment for services rendered in connection with my keynote address at the **ADELANTE** Conference held at San Mateo High School on September 28, 2019.

It is an honor and pleasure to be of service in supporting your excellent efforts on behalf of families and students.

If additional information is necessary for processing this invoice, please contact me at the following:

**E-Mail:** [f.reveles@att.net](mailto:f.reveles@att.net)

**CELL PH:** (530) 870-7546

**TOTAL FEE: \$1500**

**Please mail pay warrant to:**

**Francisco Reveles**

**P. O. Box 594**

**Browns Valley, CA 95918**



*T. 7/2 I*

**CONTRACT APPROVAL**  
**Aragon High School**

*To: Roberta*

*Date: September 11, 2019*

*From: Luci Tolfa*

---

*Site: Aragon High School*

*Number of Quotes: 1*

*Name of Vendor: FolgerGraphics*

*Funding Source: 95*

*Reason for proposal: Yearly contract for Aragon High School for the publication of the school newspaper, Aragon Outlook, for the 2019-2020 school year.*

*Total Contract: Approximately \$7950 for the year at \$795 per printing x 10 issues.*

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

*Thank you,*

*Luci*



## The Benefits of Signing your School Newspaper Printing Contract Today...

**5% Discount on each Newspaper**  
We'll knock off 5% when you commit to printing your school Newspaper with us for a one year agreement. This discount will apply to every newspaper order we ship to your school.

**5%  
Contract  
Discount**

In addition, if you print 6 or more issues you can get FREE 4 color on 4 companion pages.

**Sign Your School Newspaper Printing Contract Today!**  
Simply complete our online form at [www.folgergraphics.com/school-printing-contract-form.html](http://www.folgergraphics.com/school-printing-contract-form.html). Not sure if you're ready? Ask us your question(s) by calling (510) 887-5656.

### Add-On Services (as needed)

File Press Preparation	\$5.00 per page
Design, Typesetting & Layout Service	\$85.00 per hour
FolgerGraphics Van Delivery	INCLUDED IN PRICES SHOWN (within limitations)

*Additional fees may apply for delivery before 12pm.*

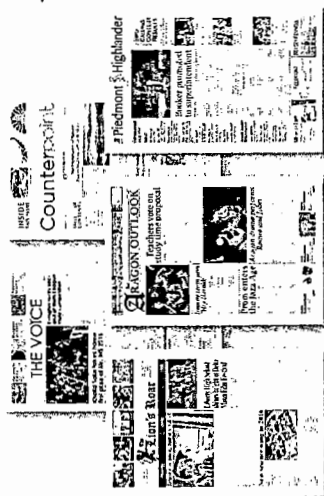
**"FolgerGraphics delivers above and beyond in terms of customer service, attention to details, and quality!"**

E-Mail from a FolgerGraphics Customer

PRESORTED  
STANDARD  
US POSTAGE  
PAID  
FolgerGraphics



21093 Forbes Avenue  
Hayward, CA 94545  
[www.folgergraphics.com](http://www.folgergraphics.com)



**Open Now to See How Great  
Printing can help your  
School Shine!**



# High School and College Publications Price List

**2019 - 2020**



21093 Forbes Avenue, Hayward, CA 94545  
510-887-5656 [www.folgergraphics.com](http://www.folgergraphics.com)



California's leading printer of  
high school and college newspapers.

# 2019-2020 Price List

## For All Your School Printing Needs

### Newspapers

Your Journalism Students' hard work will shine. Upload your designed Newspaper Artwork Files to our online, easy-to-access FTP site at [www.folgergraphics.com](http://www.folgergraphics.com). We print the next day and deliver to your door the day after. Printing on "House Stock Paper" saves your school money – see our Price List for your 4 paper options.



100 Years

### Magazines

Printing in Booklet or Magazine formats is our specialty. Tell us your ink specifications (4 color, Black Ink, or a combination of the two), choose your paper and desired binding method. We can easily provide a quote that is as unique as your school.

### Graduation Programs

Let us be a part of your Graduate's special day. We can easily print Graduation Programs that will surely be special keepsakes for your graduates and their families.

### Spirit Cards

Show the world your school spirit with Spirit Cards! Design 8.5" x 11" Spirit Cards to hand out at sporting events, rallies, Homecoming and so much more. The possibilities are endless and because we can print in your school colors, your spirit will shine through.

### Event and Raffle Tickets

Custom Tickets with Your School Logo. Represent your event or raffle in style with custom tickets. Special numbering needed? No problem. FolgerGraphics can print to your detailed specifications.

### Welcome Packets & Course Catalogs

Represent your School with a consistent look and feel! Using similar papers and one print shop for your school communications offers a consistent, clean, and high-quality look.

### Yearbooks

Upload your Yearbook pages – prices starting as low as \$4.00/book. We can print and bind your 16+ page soft bound Yearbook from your designed artwork files. Want more information? Discuss your yearbook needs with a Printing Project Manager today!

Don't see your project listed? Give us a call at (510) 887-5656 and ask for help from a Printing Project Manager.



### Newsprint

27.7# weight. Page size 11 7/8" x 17 1/2". Black Ink\*. PDF format supplied.

Pages	1000 Price	Additional 100
4	\$295	\$4
8	\$330	\$5
12	\$535	\$6
16	\$565	\$8
20	\$760	\$9
24	\$815	\$10
28	\$990	\$12
32	\$1070	\$13

### ElectroBrite

34# weight. Page size 11 7/8" x 17 1/2". Black Ink\*. PDF format supplied.

Pages	1000 Price	Additional 100
4	\$310	\$4
8	\$365	\$6
12	\$565	\$8
16	\$605	\$9
20	\$825	\$11
24	\$875	\$13
28	\$1085	\$16
32	\$1155	\$18

### White Book Paper

50# weight. Page size 11 7/8" x 17 1/2". Black Ink\*. PDF format supplied.

Pages	1000 Price	Additional 100
4	\$345	\$7
8	\$420	\$10
12	\$675	\$14
16	\$760	\$17
20	\$1015	\$21
24	\$1100	\$24
28	\$1350	\$28
32	\$1400	\$33

### White Book Paper

60# weight. Page size 11 7/8" x 17 1/2". Black Ink\*. PDF format supplied.

Pages	1000 Price	Additional 100
4	\$355	\$7
8	\$455	\$11
12	\$695	\$16
16	\$795	\$20
20	\$1060	\$25
24	\$1160	\$29
28	\$1420	\$34
32	\$1520	\$38

\* Want Color added? We'll print 100 companion pages in stunning 4 color for an additional \$150.00 (Add to any of the above options. 4 Page tabs will get only 2 pages of color for \$150.00).

1500 Copies per Issue  
plus color printing

$$\$605 + \$40 + \$150 = \$795$$

# 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 **CHRIS NASH**, 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 **Aragon High School, Hillsdale High School and San Mateo High School** teachers/ faculty. Classes will be taught by a certified health and fitness professional.

Classes will be held at the following location/days/times:

<b>TUESDAY</b>	<b>San Mateo High School</b>	<b>Wrestling Room</b>	<b>3:30 - 4:30pm</b>
<b>WEDNESDAY</b>	<b>Aragon High School</b>	<b>Dance Room</b>	<b>3:30 - 4:30pm</b>
<b>THURSDAY</b>	<b>Hillsdale High School</b>	<b>Cafeteria</b>	<b>3:30 - 4:30pm</b>

- a. **Compensation:** In consideration for CONTRACTOR accomplishing said result, SMUHSD agrees to pay CONTRACTOR as follows: Cost per hour is **\$75.00**. CONTRACTOR will submit an invoice with the following information:

- Date of each class
- Number of attendees at each class
- Total amount due

by the 30<sup>th</sup> of each month to Meghan Sartain ([msartain@smuhsd.org](mailto:msartain@smuhsd.org)) (650-558-2243).

2. **Term:** The term of this agreement shall be for **August 21, 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:**

Chris Nash  
Name

  
Signature

9/12/19  
Date

**San Mateo Union High School District:**

  
Kevin Skelly, Superintendent

9/16/19  
Date



# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: September 25, 2019

From: Linda Carlton

---

Site(s) or Department: 839 Hinckley

Number of Quotes: 1 (Sole Source)

Vendor/Contractor: Coulter Construction Inc.

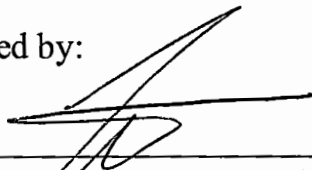
Reason for proposal: To provide parts and labor to modify cabinets in the breakroom at Hinckley.

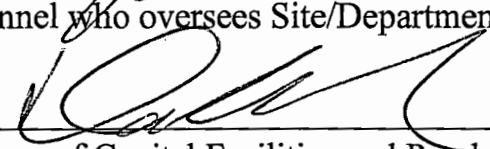
Certificate of Insurance: 49324514


Contract Amount: \$3,851.00

Funding Source: General Fund – Maintenance

Approved by:

  
\_\_\_\_\_  
Personnel who oversees Site/Department budget

  
\_\_\_\_\_  
Manager of Capital Facilities and Purchasing

  
\_\_\_\_\_  
Director of Budget and Fiscal Services

Rev. 09/16/19



Coulter Construction Inc.

1961 Old Middlefield Way

Mountain View, California 94043

Tel: (650) 964-8229 Fax: (650) 964-0150

August 19, 2019

San Mateo Union High School District

DIR# 1000004886

650 North Delaware Street

San Mateo, CA 94401

**Attention:** Linda Carlton

**Reference:** SMUHSD 839 Hinckley Breakroom Cabinet Modifications

Dear Linda,

Coulter Construction, Inc. is pleased to quote on the above referenced project. We will do the following work:

- Provide all labor and material to modify cabinets in the existing break room at Hinckley per the attached shop drawing due to ½" bump in floor.
- Clean up work area
- All work on straight time

**The total cost to do this work will be: \$ 3,851.00**

**Excluded:** Plans, Permits, Fee's, Bond, Engineering, Special inspections, Access Control, Security system, Abatement, Waterproofing, Crane work, Anchoring, **Electrical**, Plumbing, Fire Sprinklers, Fire alarm, HAVC, Overtime, ADA modifications and anything not mentioned above is excluded.

Sincerely,

**Coulter Construction, Inc.**

Jason B. Coulter

A handwritten signature in black ink, appearing to read 'J. B. Coulter', with the date '9/30/19' written below it.

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: September 25, 2019

From: Linda Carlton

---

Site(s) or Department: Districtwide

Number of Quotes: 1

Vendor/Contractor: Crown Lift Trucks


Reason for proposal: To provide annual preventative maintenance for all Genie Lift equipment on site.

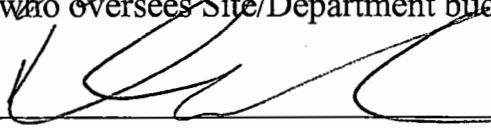
Certificate of Insurance: 570078186630

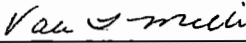
Contract Amount: \$2,280.00

Funding Source: General Fund – Preventative Maintenance

Approved by:

  
\_\_\_\_\_  
Personnel who oversees Site/Department budget

  
\_\_\_\_\_  
Manager of Capital Facilities and Purchasing

  
\_\_\_\_\_  
Director of Budget and Fiscal Services

Rev. 09/16/19

**Crown Lift Trucks**  
**Planned Maintenance Service Agmt**  
**Agreement# RA09052019-2**

<u>Site</u>	<u>Count</u>	<u>Make</u>	<u>Model</u>	<u>Times/Yr</u>	<u>\$ Per Visit</u>	<u>Subtotal per site</u>
AHS	1	Genie	GR-20	1	120.00	240.00
	2	Genie	AQP-20S	1	120.00	
BHS	1	Genie	GR-20	1	120.00	240.00
	2	Genie	GR-20	1	120.00	
CHS	1	Genie	GR-20	2	120.00	360.00
	2	Genie	GR-20	2	120.00	
	3	Genie	AWP-255-DC	2	120.00	
HHS	1	Genie	GR-20	1	120.00	240.00
	1	Genie	AWP-25S-DC	1	120.00	
MHS	1	Genie	GR-20	1	120.00	240.00
	2	Genie	AWP-20S	1	120.00	
PHS	1	Genie	GR-20	1	120.00	240.00
	2	Genie	DPL-35S DC	1	120.00	
SMHS	1	Genie	AWP-30S	1	120.00	720.00
	2	Genie	GS-1930	1	120.00	
	3	Genie	AWP25S	1	120.00	
	4	Genie	AWP30S	1	120.00	
	5	Genie	AWP-24	1	120.00	
	6	Genie	SUPER STRADDLE	1	120.00	
					<hr/> 2,280.00	2,280.00

# CROWN lift trucks

Tel 510-471-7272

Fax 510-487-1141

Email [servicesanfrancisco@crown.com](mailto:servicesanfrancisco@crown.com)

## Planned Maintenance Service Agreement



Crown Equipment Corporation d/b/a Crown Lift Trucks ("Crown") and San Mateo Union High School District having a place of business at 991 E Poplar Ave San Mateo CA 94401 ("User"), in consideration of the mutual promises contained herein and for other valuable consideration, agree as follows:

1. **TERM** Work as specified in Section 3 will commence on 10/2019 and be performed at the interval(s) detailed in Exhibit A for a period of one (1) year. This agreement will automatically renew each year for an additional term at the then current published rate, unless terminated prior to thirty (30) days of the expiration of the term.

2. **EQUIPMENT AND PRICE** User agrees to pay the price per piece of equipment listed in Exhibit A, attached and incorporated by reference, for each Planned Maintenance Service performed by Crown. The price listed in Exhibit A will cover the labor for the Planned Maintenance Services listed in Section 3. All other Planned Maintenance parts and supplies will be charged at current pricing.

3. **CROWN'S RESPONSIBILITIES** Crown shall perform the inspections, lubrications, and adjustments as set forth on the model specific Planned Maintenance Inspection Report, of which User acknowledges receiving. Crown will use the Planned Maintenance Inspection Report that is most similar to the Crown model for all non-Crown equipment. Crown shall use the Planned Maintenance Inspection Report forms designed by Crown for batteries, scissor lifts, docks, doors, and dock restraints. Crown shall inform User of any part of the unit that requires additional work. Authorized repairs will be made at the current hourly rate, plus the price of any additional parts, travel and expenses involved. All Planned Maintenance Services shall be performed during Crown's regular working hours of 7:00 AM - 4:00 PM Monday through Friday with the exception of Holidays as Crown may observe.

4. **USER'S RESPONSIBILITIES** User shall make all equipment available for Planned Maintenance Services on the days and times as shall be communicated by Crown. User shall pay additional charges if equipment is not made available for Planned Maintenance Servicing upon arrival by Crown's technician during normal working hours. User agrees to pay Crown within ten (10) days of receipt of invoice for services provided. User shall not permit service to be performed on equipment covered by this agreement by anyone other than Crown or their duly authorized representative. User shall authorize all safety related repairs and lock-out such equipment until repairs are completed.

5. **CANCELLATION** Crown may cancel this Agreement by written notice to User in the event that (i) User fails to make payment required by this Agreement when due, or (ii) User defaults in the performance or observance of any other provision of this Agreement and such default continues for a period of ten (10) days after the giving by Crown of notice thereof, or (iii) User becomes the subject of any state or federal insolvency, bankruptcy, receivership or similar proceeding. Either party may cancel this Agreement without cause upon thirty (30) days written notice. Upon any such cancellation, all amounts due or to become due to Crown under this agreement shall immediately become due and payable, and User shall immediately pay all such sums and any other amounts to which Crown may be entitled by way of damages. In addition, User shall be responsible for all expenses, including reasonable attorneys' fees, incurred by Crown as the result of User's breach of this Agreement. The remedies specified herein shall be in addition to, and not in lieu of, any other rights or remedies available to Crown at law or in equity.

THE TERMS AND CONDITIONS SET FORTH ON THE BACKSIDE HEREOF ARE PART OF THIS AGREEMENT.

"Crown"

By: \_\_\_\_\_

Printed: Rich Avila

Title: CSS

Date: 9/05/2019

Agreement No. RA09052019-2

"User"

By: [Signature]

Printed: Kevin Skelly

Title: Superintendent

Date: 9/30/19

Customer Name SMUHSD**Exhibit A**Agreement No. RA09052019-2

Customer No. \_\_\_\_\_

Item No.	Make	Model	Serial Number	Frequency	Price per Visit
1	Genie	GR-20	GR16P-44658	12 Months	\$120
2	Genie	AWP-20S	AWP12-74378	12 Months	\$120
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

Special Notes or Instructions:

PM's 1x per year.

Genie Lifts Located at Aragon High School

AHS - 900 Alameda de Las Pulgas, San Mateo 94402

Customer Signature

Date

Crown Signature

Date

# CROWN lift trucks

Tel 510-471-7272

Fax 510-487-1141

Email [servicesanfrancisco@crownc.com](mailto:servicesanfrancisco@crownc.com)

## Planned Maintenance Service Agreement



Crown Equipment Corporation d/b/a Crown Lift Trucks ("Crown") and San Mateo Union High School District having a place of business at 991 E Poplar Ave San Mateo CA 94401 ("User"), in consideration of the mutual promises contained herein and for other valuable consideration, agree as follows:

- 1. TERM** Work as specified in Section 3 will commence on 10/2019 and be performed at the interval(s) detailed in Exhibit A for a period of one (1) year. This agreement will automatically renew each year for an additional term at the then current published rate, unless terminated prior to thirty (30) days of the expiration of the term.
- 2. EQUIPMENT AND PRICE** User agrees to pay the price per piece of equipment listed in Exhibit A, attached and incorporated by reference, for each Planned Maintenance Service performed by Crown. The price listed in Exhibit A will cover the labor for the Planned Maintenance Services listed in Section 3. All other Planned Maintenance parts and supplies will be charged at current pricing.
- 3. CROWN'S RESPONSIBILITIES** Crown shall perform the inspections, lubrications, and adjustments as set forth on the model specific Planned Maintenance Inspection Report, of which User acknowledges receiving. Crown will use the Planned Maintenance Inspection Report that is most similar to the Crown model for all non-Crown equipment. Crown shall use the Planned Maintenance Inspection Report forms designed by Crown for batteries, scissor lifts, docks, doors, and dock restraints. Crown shall inform User of any part of the unit that requires additional work. Authorized repairs will be made at the current hourly rate, plus the price of any additional parts, travel and expenses involved. All Planned Maintenance Services shall be performed during Crown's regular working hours of 7:00 AM - 4:00 PM Monday through Friday with the exception of Holidays as Crown may observe.
- 4. USER'S RESPONSIBILITIES** User shall make all equipment available for Planned Maintenance Services on the days and times as shall be communicated by Crown. User shall pay additional charges if equipment is not made available for Planned Maintenance Servicing upon arrival by Crown's technician during normal working hours. User agrees to pay Crown within ten (10) days of receipt of invoice for services provided. User shall not permit service to be performed on equipment covered by this agreement by anyone other than Crown or their duly authorized representative. User shall authorize all safety related repairs and lock-out such equipment until repairs are completed.
- 5. CANCELLATION** Crown may cancel this Agreement by written notice to User in the event that (i) User fails to make payment required by this Agreement when due, or (ii) User defaults in the performance or observance of any other provision of this Agreement and such default continues for a period of ten (10) days after the giving by Crown of notice thereof, or (iii) User becomes the subject of any state or federal insolvency, bankruptcy, receivership or similar proceeding. Either party may cancel this Agreement without cause upon thirty (30) days written notice. Upon any such cancellation, all amounts due or to become due to Crown under this agreement shall immediately become due and payable, and User shall immediately pay all such sums and any other amounts to which Crown may be entitled by way of damages. In addition, User shall be responsible for all expenses, including reasonable attorneys' fees, incurred by Crown as the result of User's breach of this Agreement. The remedies specified herein shall be in addition to, and not in lieu of, any other rights or remedies available to Crown at law or in equity.

THE TERMS AND CONDITIONS SET FORTH ON THE BACKSIDE HEREOF ARE PART OF THIS AGREEMENT.

"Crown"

By: \_\_\_\_\_

Printed: Rich Avila

Title: CSS

Date: 9/05/2019

Agreement No. RA09052019-2

"User"

By: [Signature]

Printed: Kevin Skelly

Title: Superintendent

Date: 10/1/19

Customer Name SMUHSD**Exhibit A**Agreement No. RA09052019-2

Customer No. \_\_\_\_\_

Item No.	Make	Model	Serial Number	Frequency	Price per Visit
1	Genie	GR-20	GR16P-44679	12 Months	\$120
2	Genie	GR-20	AWP12-74349	12 Months	\$120
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
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14					
15					
16					
17					
18					
19					
20					

Special Notes or Instructions:

PM's 1x per year.

Genie Lifts Located at Burlingame High School

BHS - 1 Mangini Way, Burlingame CA 94010

Customer Signature

Date

Crown Signature

Date



# CROWN lift trucks

Tel 510-471-7272

Fax 510-487-1141

Email [servicesanfrancisco@crown.com](mailto:servicesanfrancisco@crown.com)

## Planned Maintenance Service Agreement



Crown Equipment Corporation d/b/a Crown Lift Trucks ("Crown") and San Mateo Union High School District having a place of business at 991 E Poplar Ave San Mateo CA 94401 ("User"), in consideration of the mutual promises contained herein and for other valuable consideration, agree as follows:

1. **TERM** Work as specified in Section 3 will commence on 9/2019 and be performed at the interval(s) detailed in Exhibit A for a period of one (1) year. This agreement will automatically renew each year for an additional term at the then current published rate, unless terminated prior to thirty (30) days of the expiration of the term.

2. **EQUIPMENT AND PRICE** User agrees to pay the price per piece of equipment listed in Exhibit A, attached and incorporated by reference, for each Planned Maintenance Service performed by Crown. The price listed in Exhibit A will cover the labor for the Planned Maintenance Services listed in Section 3. All other Planned Maintenance parts and supplies will be charged at current pricing.

3. **CROWN'S RESPONSIBILITIES** Crown shall perform the inspections, lubrications, and adjustments as set forth on the model specific Planned Maintenance Inspection Report, of which User acknowledges receiving. Crown will use the Planned Maintenance Inspection Report that is most similar to the Crown model for all non-Crown equipment. Crown shall use the Planned Maintenance Inspection Report forms designed by Crown for batteries, scissor lifts, docks, doors, and dock restraints. Crown shall inform User of any part of the unit that requires additional work. Authorized repairs will be made at the current hourly rate, plus the price of any additional parts, travel and expenses involved. All Planned Maintenance Services shall be performed during Crown's regular working hours of 7:00 AM - 4:00 PM Monday through Friday with the exception of Holidays as Crown may observe.

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5. **CANCELLATION** Crown may cancel this Agreement by written notice to User in the event that (i) User fails to make payment required by this Agreement when due, or (ii) User defaults in the performance or observance of any other provision of this Agreement and such default continues for a period of ten (10) days after the giving by Crown of notice thereof, or (iii) User becomes the subject of any state or federal insolvency, bankruptcy, receivership or similar proceeding. Either party may cancel this Agreement without cause upon thirty (30) days written notice. Upon any such cancellation, all amounts due or to become due to Crown under this agreement shall immediately become due and payable, and User shall immediately pay all such sums and any other amounts to which Crown may be entitled by way of damages. In addition, User shall be responsible for all expenses, including reasonable attorneys' fees, incurred by Crown as the result of User's breach of this Agreement. The remedies specified herein shall be in addition to, and not in lieu of, any other rights or remedies available to Crown at law or in equity.

THE TERMS AND CONDITIONS SET FORTH ON THE BACKSIDE HEREOF ARE PART OF THIS AGREEMENT.

"Crown"

By: Rich Avila

Printed: Rich Avila

Title: CSS

Date: 7/31/2019

Agreement No. RA07312019-3

"User"

By: [Signature]

Printed: Kevin Skelly

Title: Superintendent

Date: 10/1/19

Customer Name San Mateo Union High School District**Exhibit A**Agreement No. RA07312019-3Customer No. 60618704

Item No.	Make	Model	Serial Number	Frequency	Price per Visit
1	Genie	GR-20	GR16P-44734	6 Months	\$120
2	Genie	GR-20	AWP12-74373	6 Months	\$120
3	Genie	AWP-255-DC	36-1-20603	6 Months	\$120
4					
5					
6					
7					
8					
9					
10					
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20					

## Special Notes or Instructions:

Planned Maintenance 2x per year.

Genie Lifts Located at Capuchino High School

CHS - 1501 Magnolia Ave, San Bruno 94066

<i>Rich Avila</i> Customer Signature	7/31/2019 Date
 Crown Signature	 Date

# CROWN lift trucks

Tel 510-471-7272

Fax 510-487-1141

Email [servicesanfrancisco@crown.com](mailto:servicesanfrancisco@crown.com)

## Planned Maintenance Service Agreement



Crown Equipment Corporation d/b/a Crown Lift Trucks ("Crown") and San Mateo Union High School District having a place of business at 991 E Poplar Ave San Mateo CA 94401 ("User"), in consideration of the mutual promises contained herein and for other valuable consideration, agree as follows:

1. **TERM** Work as specified in Section 3 will commence on 10/2019 and be performed at the interval(s) detailed in Exhibit A for a period of one (1) year. This agreement will automatically renew each year for an additional term at the then current published rate, unless terminated prior to thirty (30) days of the expiration of the term.

2. **EQUIPMENT AND PRICE** User agrees to pay the price per piece of equipment listed in Exhibit A, attached and incorporated by reference, for each Planned Maintenance Service performed by Crown. The price listed in Exhibit A will cover the labor for the Planned Maintenance Services listed in Section 3. All other Planned Maintenance parts and supplies will be charged at current pricing.

3. **CROWN'S RESPONSIBILITIES** Crown shall perform the inspections, lubrications, and adjustments as set forth on the model specific Planned Maintenance Inspection Report, of which User acknowledges receiving. Crown will use the Planned Maintenance Inspection Report that is most similar to the Crown model for all non-Crown equipment. Crown shall use the Planned Maintenance Inspection Report forms designed by Crown for batteries, scissor lifts, docks, doors, and dock restraints. Crown shall inform User of any part of the unit that requires additional work. Authorized repairs will be made at the current hourly rate, plus the price of any additional parts, travel and expenses involved. All Planned Maintenance Services shall be performed during Crown's regular working hours of 7:00 AM – 4:00 PM Monday through Friday with the exception of Holidays as Crown may observe.

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THE TERMS AND CONDITIONS SET FORTH ON THE BACKSIDE HEREOF ARE PART OF THIS AGREEMENT.

"Crown"

By: \_\_\_\_\_

Printed: Rich Avila

Title: CSS

Date: 9/05/2019

Agreement No. RA09052019-2

"User"

By: [Signature]

Printed: Kevin Skelly

Title: Superintendent

Date: 10/1/19

Customer Name SMUHSD**Exhibit A**Agreement No. RA09052019-2

Customer No. \_\_\_\_\_

Item No.	Make	Model	Serial Number	Frequency	Price per Visit
1	Genie	GR-20	GR16P-44669	12 Months	\$120
2	Genie	AWP-25S-DC	AWP02-021367	12 Months	\$120
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

Special Notes or Instructions:

PM's 1x per year.

Genie Lifts Located at Hillsdale High School

HHS - 3115 Del Monte Str., San Mateo 94403

Customer Signature

Date

Crown Signature

Date

# CROWN lift trucks

Tel 510-471-7272

Fax 510-487-1141

Email [servicesanfrancisco@crown.com](mailto:servicesanfrancisco@crown.com)

## Planned Maintenance Service Agreement



Crown Equipment Corporation d/b/a Crown Lift Trucks ("Crown") and San Mateo Union High School District having a place of business at 991 E Poplar Ave San Mateo CA 94401 ("User"), in consideration of the mutual promises contained herein and for other valuable consideration, agree as follows:

1. **TERM** Work as specified in Section 3 will commence on 10/2019 and be performed at the interval(s) detailed in Exhibit A for a period of one (1) year. This agreement will automatically renew each year for an additional term at the then current published rate, unless terminated prior to thirty (30) days of the expiration of the term.

2. **EQUIPMENT AND PRICE** User agrees to pay the price per piece of equipment listed in Exhibit A, attached and incorporated by reference, for each Planned Maintenance Service performed by Crown. The price listed in Exhibit A will cover the labor for the Planned Maintenance Services listed in Section 3. All other Planned Maintenance parts and supplies will be charged at current pricing.

3. **CROWN'S RESPONSIBILITIES** Crown shall perform the inspections, lubrications, and adjustments as set forth on the model specific Planned Maintenance Inspection Report, of which User acknowledges receiving. Crown will use the Planned Maintenance Inspection Report that is most similar to the Crown model for all non-Crown equipment. Crown shall use the Planned Maintenance Inspection Report forms designed by Crown for batteries, scissor lifts, docks, doors, and dock restraints. Crown shall inform User of any part of the unit that requires additional work. Authorized repairs will be made at the current hourly rate, plus the price of any additional parts, travel and expenses involved. All Planned Maintenance Services shall be performed during Crown's regular working hours of 7:00 AM - 4:00 PM Monday through Friday with the exception of Holidays as Crown may observe.

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"Crown"

By: \_\_\_\_\_

Printed: Rich Avila

Title: CSS

Date: 9/05/2019

Agreement No. RA09052019-2

"User"

By: [Signature]

Printed: Kevin Kelly

Title: Superintendent

Date: 10/1/19

Customer Name SMUHSD**Exhibit A**Agreement No. RA09052019-2

Customer No. \_\_\_\_\_

Item No.	Make	Model	Serial Number	Frequency	Price per Visit
1	Genie	GR-20	GR16P-44676	12 Months	\$120
2	Genie	AWP-20S	AWP12-74331	12 Months	\$120
3					
4					
5					
6					
7					
8					
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11					
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19					
20					

Special Notes or Instructions:

PM's 1x per year.

Genie Lifts Located at Mills High School

MHS - 400 Murchison Dr., Millbrae 94030

Customer Signature

Date

Crown Signature

Date

# CROWN lift trucks

Tel 510-471-7272

Fax 510-487-1141

Email [servicesanfrancisco@crown.com](mailto:servicesanfrancisco@crown.com)

## Planned Maintenance Service Agreement



PHS x 2  
INTEGRITY  
Service  
SYSTEM®

Crown Equipment Corporation d/b/a Crown Lift Trucks ("Crown") and San Mateo Union High School District having a place of business at 991 E Poplar Ave San Mateo CA 94401 ("User"), in consideration of the mutual promises contained herein and for other valuable consideration, agree as follows:

- 1. TERM** Work as specified in Section 3 will commence on 10/2019 and be performed at the interval(s) detailed in Exhibit A for a period of one (1) year. This agreement will automatically renew each year for an additional term at the then current published rate, unless terminated prior to thirty (30) days of the expiration of the term.
- 2. EQUIPMENT AND PRICE** User agrees to pay the price per piece of equipment listed in Exhibit A, attached and incorporated by reference, for each Planned Maintenance Service performed by Crown. The price listed in Exhibit A will cover the labor for the Planned Maintenance Services listed in Section 3. All other Planned Maintenance parts and supplies will be charged at current pricing.
- 3. CROWN'S RESPONSIBILITIES** Crown shall perform the inspections, lubrications, and adjustments as set forth on the model specific Planned Maintenance Inspection Report, of which User acknowledges receiving. Crown will use the Planned Maintenance Inspection Report that is most similar to the Crown model for all non-Crown equipment. Crown shall use the Planned Maintenance Inspection Report forms designed by Crown for batteries, scissor lifts, docks, doors, and dock restraints. Crown shall inform User of any part of the unit that requires additional work. Authorized repairs will be made at the current hourly rate, plus the price of any additional parts, travel and expenses involved. All Planned Maintenance Services shall be performed during Crown's regular working hours of 7:00 AM – 4:00 PM Monday through Friday with the exception of Holidays as Crown may observe.
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"Crown"

By: \_\_\_\_\_

Printed: Rich Avila

Title: CSS

Date: 9/05/2019

Agreement No. RA09052019-2

"User"

By: [Signature]

Printed: Kevin Kelly

Title: Superintendent

Date: 10/1/19

Customer Name SMUHSD**Exhibit A**Agreement No. RA09052019-2

Customer No. \_\_\_\_\_

Item No.	Make	Model	Serial Number	Frequency	Price per Visit
1	Genie	GR-20	GR12-23062	12 Months	\$120
2	Genie	DPL-35S DC	DPL13ACA11061	12 Months	\$120
3					
4					
5					
6					
7					
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20					

Special Notes or Instructions:

PM's 1x per year.

Genie Lifts Located at Peninsula High School

PHS - 839 Hinckley Rd., Burlingame 94010

Customer Signature

Date

Crown Signature

Date



# CROWN lift trucks

Tel 510-471-7272

Fax 510-487-1141

Email [servicesanfrancisco@crown.com](mailto:servicesanfrancisco@crown.com)

## Planned Maintenance Service Agreement



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2. **EQUIPMENT AND PRICE** User agrees to pay the price per piece of equipment listed in Exhibit A, attached and incorporated by reference, for each Planned Maintenance Service performed by Crown. The price listed in Exhibit A will cover the labor for the Planned Maintenance Services listed in Section 3. All other Planned Maintenance parts and supplies will be charged at current pricing.

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"Crown"

By: \_\_\_\_\_

Printed: Rich Avila

Title: CSS

Date: 9/05/2019

Agreement No. RA09052019-2

"User"

By: [Signature]

Printed: Kevin Skelly

Title: Superintendent

Date: 10/1/19

Customer Name SMUHSD**Exhibit A**Agreement No. RA09052019-2

Customer No. \_\_\_\_\_

Item No.	Make	Model	Serial Number	Frequency	Price per Visit
1	Genie	AWP-30S	GS3006A-081593	12 Months	\$120
2	Genie	GS-1930	GS3006A-081593	12 Months	\$120
3	Genie	AWP25S	AWP16G-86639	12 Months	\$120
4	Genie	AWP30S	AWP11-71988	12 Months	\$120
5	Genie	AWP-24	3893-3972	12 Months	\$120
6	Genie	Supper Straddle	SS09-3192	12 Months	\$120
7					
8					
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10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

Special Notes or Instructions:

PM's 1x per year.

Genie Lifts Located at San Mateo High School  
506 N. Delaware Str., San Mateo 94401

Customer Signature \_\_\_\_\_

Date \_\_\_\_\_

Crown Signature \_\_\_\_\_

Date \_\_\_\_\_

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: September 25, 2019

From: Linda Carlton

---

Site(s) or Department: Capuchino High School

Number of Quotes: 1

Vendor/Contractor: Haulaway Storage Containers

Reason for proposal: To relocate (4) Maintenance containers from Peninsula HS to Capuchino HS.

ER PO#HINKER09102019

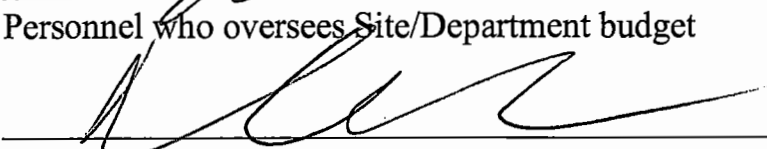
Certificate of Insurance: N/A

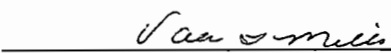
Contract Amount: \$900.00

Funding Source: General Fund – Maintenance

Approved by:

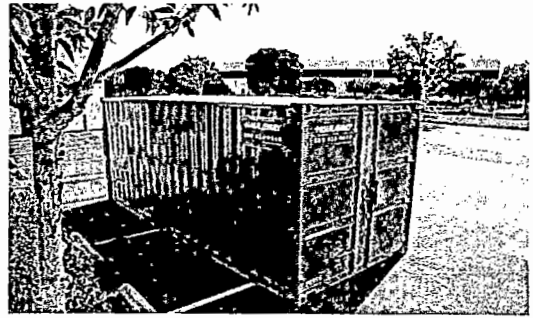
  
\_\_\_\_\_  
Personnel who oversees Site/Department budget

  
\_\_\_\_\_  
Manager of Capital Facilities and Purchasing

  
\_\_\_\_\_  
Director of Budget and Fiscal Services

# HAULAWAY

STORAGE CONTAINERS



Quote By: Michael Espinoza

Account Representative | Haulaway Storage Containers, Inc.

1995 Republic Ave | San Leandro, CA 94577

Office: 800.835.2222 Cell: 510-871-0436

[mespinoza@haulaway.com](mailto:mespinoza@haulaway.com) | [www.haulaway.com](http://www.haulaway.com)

Quote For:	Ship To:	Date:
Contact: Brad Barncord	Pick up from: 300 Piedmont Ave, San Bruno, CA - Peninsula H.S.	9/11/2019
Company: San Mateo Union High School District	Deliver to: 1501 Magnolia Ave, San Bruno, CA - Capuchino H.S.	
Phone: 650-558-2471		
Email: <a href="mailto:bbarncord@smuhdsd.org">bbarncord@smuhdsd.org</a>		

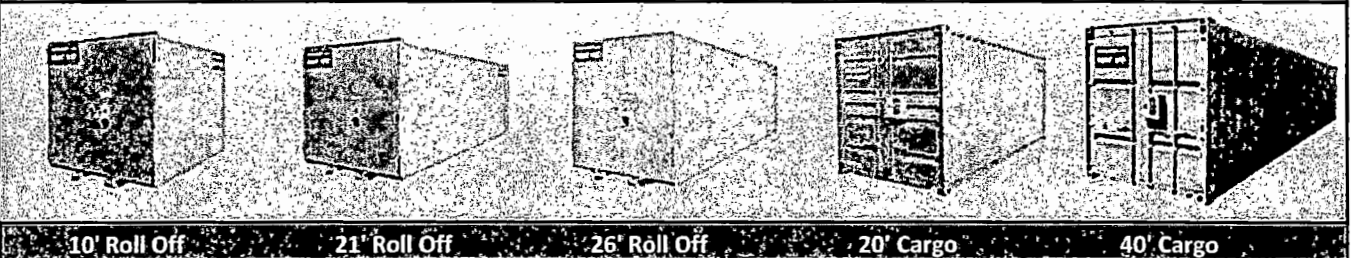
Qty	Size	Product Description	Sales Tax	PPE	LLW Insurance	Daily Rate	per 4 weeks
		TRANSPORTATION ONLY					
							HINKER 09102019

Qty	Size	Transportation Details	Sales Tax	Fuel Surcharge	Transportation
3	40ft	Transfer from Peninsula H.S. to Capuchino H.S.	No Charge	No Charge	\$675.00
1	20ft	Transfer from Peninsula H.S. to Capuchino H.S.	No Charge	No Charge	\$225.00

Total Rent (per 4 weeks): N/A

Total Transportation: \$900.00

NO TAX



Questions? Please don't hesitate to call!

Respectfully,

**Michael Espinoza**

Account Representative | Haulaway

Office: 800.835.2222 | Cell: 510.871.0436

[mespinoza@haulaway.com](mailto:mespinoza@haulaway.com)

*[Handwritten Signature]*

9/30/19

Western United States Since 1968: California - Arizona - Oregon - Washington - Colorado - Utah - Nevada

This quote is valid for 30 days

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: September 25, 2019

From: Linda Carlton

---

Site(s) or Department: San Mateo High School

Number of Quotes: 1

Vendor/Contractor: All Fence Company

Reason for proposal: To provide labor and material to repair damaged double gate between District parking lot and football field.

ER PO# SMHSER09162019

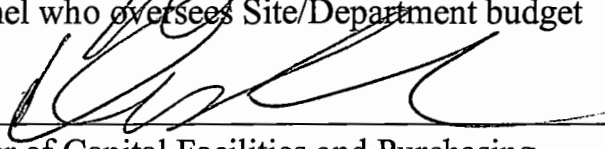
Certificate of Insurance: 13757914

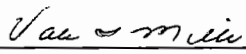
Contract Amount: \$1,855.00

Funding Source: General Fund - Maintenance

Approved by:

  
\_\_\_\_\_  
Personnel who oversees Site/Department budget

  
\_\_\_\_\_  
Manager of Capital Facilities and Purchasing

  
\_\_\_\_\_  
Director of Budget and Fiscal Services

# ALL FENCE COMPANY, INC.

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

Client #: 202

Date: 09/16/2019

San Mateo Union H.S. District  
839 Hinkley Road  
Burlingame CA 94010

Project #: 202HH  
San Mateo District Office  
650 N. Delaware Street San Mateo  
Phone: 650-558-2299  
Cell: 650-571-5700  
Email: wdekom@smuhd.org

Job Description: Repair Existing Double Gate & Fence  
Style: Commercial Black Vinyl Chain Link  
Height: 8' Footage: 10' gate 12' fence  
Grade of Lumber: n/a Gauge: 6g K.K.  
Post Size: 2-3/8, 2-7/8 Frame: 1-5/8, 1-7/8  
Depth of Holes: Existing Diameter of Holes: Existing

Remove Fence: to ground level; dump fee included  
Gates:

Single Width \_\_\_\_\_  
1 Double Width 10' - repair existing  
Sliding Width \_\_\_\_\_  
Posts set in Concrete? YES

## Special Instructions:

1. Repair & Rehang Existing Double Gate
2. Replace (1) 2-7/8 Posts
3. Straighten (1) 2-7/8 & (1) 2-3/8 Posts
4. Re-Stretch Chain Link Mesh
5. Repair Top Rail

Vehicle Damage to Gate & Fence  
Based on Prevailing Wage Labor Rates

Total: \$ 1,855.00

Contractor: Marty Webster Date: 9/16/2019

Owner: [Signature] Date: 9/30/19

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 1-2 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 fee will be assessed to all credit card transactions

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: September 25, 2019

From: Linda Carlton

---

Site(s) or Department: San Mateo High School

Number of Quotes: 3

Vendor/Contractor: Calvac Paving

Reason for proposal: To install the new asphalt pad for a tuff shed at old Bldg 3 location.

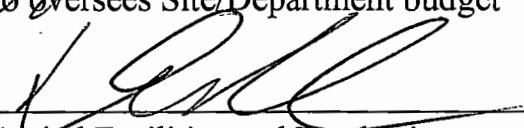
Certificate of Insurance: BKO57157048

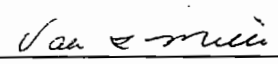
Contract Amount: \$15,720.00

Funding Source: General Fund – Maintenance

Approved by:

  
\_\_\_\_\_  
Personnel who oversees Site/Department budget

  
\_\_\_\_\_  
Manager of Capital Facilities and Purchasing

  
\_\_\_\_\_  
Director of Budget and Fiscal Services

D2Q 2482  
Q00#1



Date: 8/21/19

Page #:

Estimator: GREG BERGMAN

Proposal #: 62878

Contract #:

Customer P.O. #:

**CONTRACT AND BILLING**

**WORK TO BE PERFORMED AT**

Company: SAN MATEO UNION HIGH SCHOOL DISTRICT

C/O:

Contact: BILLY DEKOM

Address: 650 NORTH DELAWARE STREET

City: SAN MATEO State: CA Zip: 94401

Job Name: PAVING FOR TUFF SHEDS

Street: 506 NORTH DELAWARE STREET

City: SAN MATEO

Email: WDEKOM@SMUHSD.ORG

Phone: 650-471-5700 Fax:

**A. INSTALLATION OF BASE ROCK, ASPHALT AND HEADER BOARD - ONE WEEKDAY MOBILIZATION:**

1. EXCAVATE THE EXISTING SOIL TO A SUBGRADE DEPTH OF 6, APPROXIMATELY 2,800 SQUARE FEET.
2. GRADE AND PROOF ROLL THE SUBGRADE.
3. FURNISH, GRADE AND COMPACT 4" OF CLASS II AGGREGATE BASE, PLACED AND COMPACTED IN LIFTS.
4. FURNISH AND INSTALL 42 LINEAR FEET OF 2" x 4" REDWOOD HEADER BOARD.
5. PAVE APPROXIMATELY 2,800 SQUARE FEET WITH 2" OF 1/2" FINE HOT MIX ASPHALT.
6. COMPACT TO A SMOOTH AND UNIFORM FINISH. PRICE: \$ 15,720.00

PLEASE NOTE: ALL EXCAVATED MATERIALS TO BE DISPOSED OF ON SITE.  
PRICING BASED ON STRAIGHT TIME PREVAILING WAGE.

THIS PROPOSAL IS BASED UPON THE INFORMATION, SCOPE, AND QUANTITIES SUPPLIED BY CUSTOMER.

AMOUNT IN LONGHAND

FIFTEEN THOUSAND SEVEN HUNDRED TWENTY DOLLARS EXACTLY

AMOUNT

\$ 15,720.00

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

Respectfully Submitted \_\_\_\_\_

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

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

Signature: [Signature] Title: Superintendent Date of acceptance: 9/30/19

www.caltvacpaving.com



## Additional Terms and Conditions

"Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, Post Office Box 26000, Sacramento, California 95826."

1.1) All material provided by Calvac, Inc., as listed in this contract, is guaranteed to be as specified, or equal. All work to be completed in a workmanlike and professional manner according to standard construction practices.

1.2) The products furnished by Calvac, Inc. will meet or exceed the specification attached hereto. These specifications, procedures, notices and guarantees are an integral part of this contract.

2.1) Extra work: Should the Owner or Owner's representative request additional work or materials not listed in this contract with Calvac, Inc., the cost of additional materials and/or labor, including overhead and profit, will be due upon completion of such additional work. All extra work shall be set forth in an approved written change order to the contract.

2.2) If the asphalt or concrete encountered is thicker than total depth contracted, the excavated asphalt is contaminated with "Petromat" or the subsurface is too wet and the base will not stabilize after compaction, then Calvac, Inc. shall attempt to contact the Owner or Owner's representative and have the additional work and charges approved by the Owner or Owner's representatives prior to commencement of the additional work. If Calvac, Inc. cannot get the approval of the Owner or Owner's representative, all additional costs incurred to provide the designed scope of work will be the responsibility of the Owner.

2.3) Calvac, Inc. is not responsible for the towing of vehicles or other obstructions in designated work areas. Any additional costs or charges incurred to remove vehicles and obstructions will be paid by the Owner or Owner's representative.

3) Calvac, Inc. at its own cost and expense shall procure and maintain during continuance of this contract a policy of Workers Compensation and employer's liability insurance for the protection of the employees. Including executive, managerial, and supervisory employees engaged in work on this project.

4) At owner's cost and expense, Owner shall maintain during the continuance of this contract a policy of fire insurance with course of construction, vandalism and malicious mischief clauses attached. Insuring the project and all materials delivered to the site of the project for their full insurance value with loss thereunder payable to owner and Calvac, Inc. as their interest may appear.

5.1) Calvac, Inc. will not be responsible for damage to any underground obstructions unless said obstructions are specifically marked on a furnished blueprint.

5.2) Calvac, Inc. shall not be liable for any damage or expense due to breakage of electric, gas, fiber optic, water line or any other objects not clearly marked or indicated on job site drawings. It is the responsibility of the Owner or Owner's representative to advise Calvac, Inc. of said obstructions prior to bidding of work.

5.3) Attorney's fees: Should any litigation or arbitration be commenced between the parties to this agreement concerning the project, any provision of this contract, or the rights and obligations of either in relation thereto the party prevailing in the litigation shall be entitled, in addition to such relief as may be granted, to the reasonable sum as and for the party's attorney fees in the litigation or arbitration.

6) If the Owner shall fail to meet the contracted payment schedule Calvac, Inc. reserves the right to collect a service charge on the unpaid balance at the rate of 1½% per month from the date of such delinquency.

7) This contract, with attachments, constitutes the sole and only agreement of the parties to this contract relating to this project and correctly sets forth the rights, duties and obligations of each party, as of its date. Any prior or subsequent agreements, promises, negotiations, or representations not expressly set forth in this contract or written and approved change orders are of no force and effect.

8) The intended use of sealcoating materials is to protect existing asphalt pavement and is not intended to restore badly cracked, broken, chipping or flaking pavement, nor to permanently seal cracks subject to base movement. Cracks filled and sealed may re-open. Sealcoat will not adhere to oil saturated asphalt.

***Special Note: Due to existing conditions in California, Calvac, Inc. is not liable for cracks that may occur in the work provided as per this contract. These conditions include, but are not limited to, earthquakes, earth movement, soil expansion, soil contraction, fungus, burrowing animals or root intrusion.***

***THIS SCOPE OF WORK IS NOT DESIGNED TO MEET C.3 STORMWATER REGULATIONS.***

## NOTICE TO OWNER

"Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity that helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment.

This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

### TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

(1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity.

(2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.

(3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property; therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid.

(4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by the individuals, the persons signing these releases lose the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete.

To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property.

# PROPOSAL CONTRACT

Proposal #: 020843

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

Attn: Billy Dekom

Bus: (650) 558-2413

Mob: (650) 471-5700

Email: wdekom@smuhdsd.org

Fax: (650) 558-2412

Date: 8/19/2019

Est. Code: S. Mateo UHSD-Shed Pad

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@smuhdsd.org

Fax: (650) 558-2412



Quantity	Description		Total
	DRYCO will furnish and install all labor, material, equipment and services required to construct the new asphalt pad for a tuff shed at the above referenced project as specified below.		
2,800 SF	<b>Excavation:</b> Excavate existing materials 6" and spread at an on-site location as directed. Scarify, fine grade, and compact subgrade to 90% maximum density. Includes sawcutting approx. 20 LF of existing asphalt for a clean edge	\$2.80	\$7,840
2,800 SF	<b>Baserock:</b> Furnish and place 4" of 3/4" recycled aggregate baserock compacted in two lifts to at least 90% density. Install 42 LF of new 2" x 4" redwood header board with redwood stakes. Oil all vertical edges for binding.	\$2.25	\$6,300
2,800 SF	<b>New Paving:</b> Furnish, place and compact 2" of new hot-mix asphalt pavement in one lift using 1/2" fines mix.	\$3.30	\$9,240
Excludes headers along fence line. All conduits to be cut and capped by others.			

DRYCO's Authorized Representative:

*Alan DalMaso*  
Alan DalMaso, Estimator

DRYCO proposes to complete the above work for the sum of \$23,380

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

Customer Signature:

San Mateo Union High School District

Date:

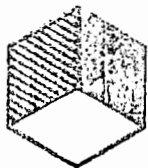
Payment Terms: DUE UPON RECEIPT OF INVOICE

**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.

42745 Boscell Rd., Fremont, CA 94538  
800-378-2177

CA License #A540379

4250 E. Mariposa Rd. Stockton, CA 95215  
209-323-5780



# SOUTO BROTHERS

15934 Hesperian Blvd. #126

San Lorenzo, CA. 94580

Office/Fax: 510.581.4172

## Landscape Contract

QUO#3

TODAY'S DATE	CONTRACT #
8/9/2019	1766

BILLING NAME / ADDRESS
San Mateo Union High School District 650 N. Delaware St. San Mateo, CA 94401 Attn: Maintenance & Operations Dept.

PROJECT LOCATION / ADDRESS
San Mateo High School 506 N. Delaware St. San Mateo, CA 94401 Attn: Billy Dekom

PROJECT NAME / TITLE
Asphalt Install for Tuff Shed

PROJECT / DIR #

REP	TERMS
DS	See Terms Below

START	FINISH

DESCRIPTION	AMOUNT
<p>SMUHSD/San Mateo HS - Asphalt Install for Tuff Sheds</p> <p>23,950.00</p> <p>DEMO: This work involves digging and excavating approximately 2,800 sq. ft. of existing dirt/soil. We will be excavating 6" deep to allow for new baserock and asphalt to be installed. We will need to sawcut approximately 20 LF to clean edges and remove a small section of asphalt. All excess soil will be disposed of at an appropriate location onsite, as directed by the facilities manager.</p> <p>PREP: We will compact the existing subgrade. We will then be installing 4" of 3/4" recycled baserock, compacted, providing a solid foundation for the new asphalt being installed. We will be installing approximately 42 LF of rough redwood headerboard, to retain the soil adjacent to the new asphalt being installed. We will stake the headerboard with rough redwood stakes every 4-5 feet. We will oil all adjacent vertical edges with asphalt tack oil, to help the new asphalt bind to the surrounding asphalt.</p> <p>INSTALL: We are going to be installing approximately 2,800 SF of new asphalt. The asphalt will be a 1/2" fines mixture, and 2" thick. We will compact the asphalt using a 4 ft. asphalt roller and viber plates. Any seams in the asphalt will be oiled and sanded. Entire area will be cleaned upon completion and any excess debris will be disposed of properly.</p> <p>NOTE: Price does NOT include any headerboard along the fence line. All existing conduit will be cut and capped by a district member, and is NOT included in our scope of work.</p> <p>DIR REGISTRATION NUMBER: 1000024982</p>	

THIS IS A PREVAILING WAGE JOB.

X

Authorized Signature

TOTAL

\$23,950.00

By signing, authorized signee has completely read and fully understands the terms of this contract.

Providing Our Trusted "Commitment to Quality".. Since 1991.



Cynthia Chu &lt;cchu@smuhsd.org&gt;

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**Re: Proposal for 506 North Delaware Street**

1 message

---

**Linda Carlton** <Lcarlton@smuhsd.org>

Thu, Sep 19, 2019 at 7:21 AM

To: William Billy DeKom &lt;wdekom@smuhsd.org&gt;

Cc: James Hyde &lt;jhyde@smuhsd.org&gt;, Cynthia Chu &lt;cchu@smuhsd.org&gt;, Brad Barncord &lt;bbarncord@smuhsd.org&gt;

Approved (if Yvonne has been made aware of this)

On Tue, Sep 17, 2019 at 4:56 PM William "Billy" DeKom &lt;wdekom@smuhsd.org&gt; wrote:

All,

Here are the proposals for the new asphalt where Bldg 3 used to be. Calvac is the lowest.

Billy DeKom  
Facilities Manager  
Maintenance & Operations  
San Mateo High School  
650-471-5700

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

From: **Greg Bergman** <Greg@calvacpaving.com>

Date: Wed, Aug 28, 2019 at 4:53 PM

Subject: Proposal for 506 North Delaware Street

To: WDEKOM@SMUHSD.ORG &lt;WDEKOM@smuhsd.org&gt;

Hello Billy,

Please find attached the Proposal for 506 North Delaware Street. Please review the contract billing and the jobsite information and verify that both are correct. If any changes are required please let me know as soon as possible so that a revision can be made prior to your acceptance. If the contract billing and job information are both correct on the attached proposal, please sign and fax or email back to me upon acceptance. The original will be sent out via USPS.

Thank you,

**Greg Bergman**

Lead Estimator

Description: Description: Description: Calvac Paving

2645 Pacer Lane, San Jose, CA 95111

Ph: 408-225-7700 / Ex: 408-225-7733

<http://www.calvacpaving.com/>

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: September 25, 2019

From: Linda Carlton

---

Site(s) or Department: Capuchino HS & San Mateo HS

Number of Quotes: 1 (Sole Source)

Vendor/Contractor: Cupertino Electric Inc.

Reason for proposal: To provide parts and labor to upgrade firmware for solar panel data collection.

Certificate of Insurance: 2022358254

Contract Amount: Capuchino HS \$1,639.73  
San Mateo HS \$2,692.91

Funding Source: General Fund – Maintenance

Approved by:

  
\_\_\_\_\_  
Personnel who oversees Site/Department budget

\_\_\_\_\_  
Manager of Capital Facilities and Purchasing

*Van Smith*  
\_\_\_\_\_  
Director of Budget and Fiscal Services



September 12, 2019

Cupertino Electric Inc.  
1132 N. Seventh St.  
San Jose, Ca, 95112

Attn: Linda Carlton  
Re: Capuchino High School  
Datalogger Replacement

Dear Linda,

*Capuchino* I am pleased to submit our proposal for the installation of (1) new dataloggers for the monitoring of the ~~San Mateo~~ High School PV systems.

**Scope of Work**

**\$1,639.73**

Scope of work to include; procurement of Meteocontrol Web'log, installation of the new equipment, configuration of the new equipment and testing of the DAS system to confirm communications have been restored.

Prices are valid **thru September 30<sup>st</sup>, 2019.**

**Clarifications:**

1. Port to Port Travel is Included.
2. Current lead time for the new equipment is approximately 2 weeks shipping via ground.
3. IP address must be confirmed by school district prior to site visit.

**Terms:**

1. Customer shall inform itself fully and convey to Contractor the physical conditions at the work site. Customer shall keep any worksite(s) free of debris, obstructions, landscape, and temporary facilities prior to the initiation of work by Contractor, Contractor will not be responsible for moving or relocating the same.
2. In no event, shall the parties be liable to each other for any consequential damages of any kind whatsoever (including, but not limited to, consequential damages associated with power interruption, loss of use, etc.) arising out of or related to Contractor's performance of the Work.
3. Should Contractor, in the performance of its work, encounter concealed conditions which are at variance with conditions previously indicated, or which differ materially from those ordinarily encountered or reasonably anticipated, Contractor shall be reimbursed for all additional expenses related thereto, plus a reasonable overhead and profit following Contractor's reasonable notice to Customer.

  
9/30/19



4. Payments to Contractor shall not be subject to retainage. All sums owing and unpaid shall accrue interest at the legal rate from the due date to the date payment is received.

Thank you for this opportunity to be of service to you. Should you have any questions or require additional information, please contact me at (408)808-8263.

Sincerely,

Barbara Lawson  
O&M Specialist

Cupertino Electric, Inc.  
408-808-8263

[Barbara\\_Lawson@cei.com](mailto:Barbara_Lawson@cei.com)



September 12, 2019

Cupertino Electric Inc.  
1132 N. Seventh St.  
San Jose, Ca, 95112

Attn: Linda Carlton  
Re: San Mateo High School  
Datalogger Replacement

Dear Linda,

I am pleased to submit our proposal for the installation of (2) new dataloggers for the monitoring of the San Mateo High School PV systems.

**Scope of Work**

**\$2,692.91**

Scope of work to include; procurement of Meteocontrol Web'log, installation of the new equipment, configuration of the new equipment and testing of the DAS system to confirm communications have been restored.

Prices are valid **thru September 30<sup>st</sup>, 2019.**

**Clarifications:**

1. Port to Port Travel is Included.
2. Current lead time for the new equipment is approximately 2 weeks shipping via ground.
3. IP address must be confirmed by school district prior to site visit.

**Terms:**

1. Customer shall inform itself fully and convey to Contractor the physical conditions at the work site. Customer shall keep any worksite(s) free of debris, obstructions, landscape, and temporary facilities prior to the initiation of work by Contractor, Contractor will not be responsible for moving or relocating the same.
2. In no event, shall the parties be liable to each other for any consequential damages of any kind whatsoever (including, but not limited to, consequential damages associated with power interruption, loss of use, etc.) arising out of or related to Contractor's performance of the Work.
3. Should Contractor, in the performance of its work, encounter concealed conditions which are at variance with conditions previously indicated, or which differ materially from those ordinarily encountered or reasonably anticipated, Contractor shall be reimbursed for all additional expenses related thereto, plus a reasonable overhead and profit following Contractor's reasonable notice to Customer.





4. Payments to Contractor shall not be subject to retainage. All sums owing and unpaid shall accrue interest at the legal rate from the due date to the date payment is received.

Thank you for this opportunity to be of service to you. Should you have any questions or require additional information, please contact me at (408)808-8263.

Sincerely,

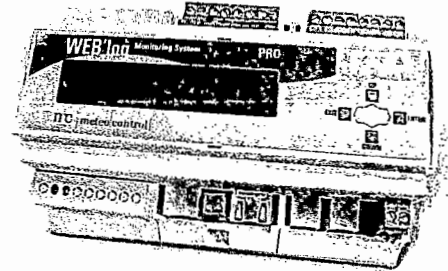
Barbara Lawson  
O&M Specialist

Cupertino Electric, Inc.  
408-808-8263

[Barbara\\_Lawson@cei.com](mailto:Barbara_Lawson@cei.com)

# WEB'LOG PRO

Article nos.: 421.145, 421.146,  
421.147, 421.148



## AMBIENT TEMPERATURE

Operating temperature:	0°C to 55°C
Storage and transport:	-20°C to 65°C
Protection class:	IP 20

## TECHNICAL DATA

Power supply:	AC: 230 V (85 V to 260 V, 47 Hz to 63 Hz) or DC: 24 V
Analog inputs (configurable):	Quantity: 4 Voltage measurement (DC): 0 V to 10 V (max. 24 V) Current measurement (DC): 0 mA to 20 mA (max. 40 mA/3 V) Resistance measurement: PT1000
Digital inputs (configurable):	Quantity: 4 Pulse input according to DIN 43864 (S0) DC: low = 0 V to 7 V, high = 9 V to 24 V (function only through the unit's power supply) Status input
Digital output:	Quantity: 1 Optocoupler output according to DIN 43864 (S0) Max. load (DC): 70 V/50 mA (use correct polarity!) Alarm output or pulse output
Power consumption:	AC: max. 9 W at 230 V (in measurement mode without sensors) DC: max. 3.5 W at 24 V (in measurement mode without sensors)

DISPLAY	192x32 dot display 4 LEDs
---------	------------------------------

## INTERFACES

Modem (optional):	PSTN modem (analog) ISDN modem GSM/GPRS modem (quad-band modem for 900/1800/850/1900 MHz)
Network:	Ethernet connection (100 Mbit/s)
Communication:	1 x RS485 1 x RS422

---

*MEASUREMENT IMPRECISION*

Voltage input:	1% of the final value (0.1 V)
Current input:	1% of the final value (0.2 mA)

---

*STORAGE MEDIUM*

CF card

---

*BATTERY*

Lithium cell / type: Li2032 time buffering

---

*MECHANICAL DATA*

Dimensions:	160 mm x 110 mm x 63 mm (WxHxD)
Installation:	Top-hat rail or wall mounting
Weight:	436 g

---

meteocontrol GmbH | Spicherer Strasse 48 | 86157 Augsburg | Germany | Telephone +49 (0)821 34666-0 | Fax +49 (0)821 34666-11  
E-mail [info@meteocontrol.com](mailto:info@meteocontrol.com) | Web [www.meteocontrol.com](http://www.meteocontrol.com)

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: September 25, 2019

From: Linda Carlton

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Site(s) or Department: Aragon High School

Number of Quotes: 2

Vendor/Contractor: Timberline Tree Service

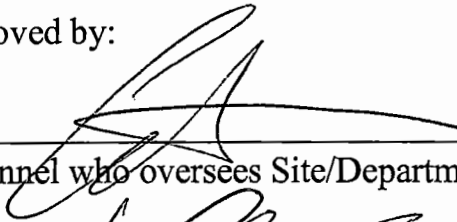
Reason for proposal: To prune and remove trees at various locations proposed by arborist.

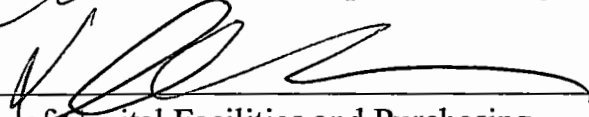
Certificate of Insurance: NCP1000908-00

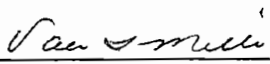
Contract Amount: \$6,850.00

Funding Source: General Fund – Ground

Approved by:

  
\_\_\_\_\_  
Personnel who oversees Site/Department budget

  
\_\_\_\_\_  
Manager of Capital Facilities and Purchasing

  
\_\_\_\_\_  
Director of Budget and Fiscal Services



# TIMBERLINE

## TREE SERVICE, INC.

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

*Fully Licensed and Insured for Your Protection*

RZQ2486  
QUO#1

Name Aragon High School Phone 201-2129 Phone \_\_\_\_\_ Date 8/21/19  
Street 1005 Woodland Billing dahuna@smuhsd.org  
City San Mateo Zip \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

### ESTIMATE

Fertilize large Redwood tree in courtyard	\$ <del>350.00</del>
Remove deadwood in tree	\$ 250.00
End weight reduction on Live Oak tree over sidewalk Balance tree to encourage a narrow crown	\$ 550.00
Clearance prune Live Oak trees over roadway, north of stadium Balance canopy	\$ 450.00
Remove (1) Eucalyptus tree behind softball field to just above ground level	\$ 1,900.00
Grind stump as much as possible and leave mulch	\$ 450.00
Safety prune and end weight reduction on all Eucalyptus trees behind softball field along theater road.	\$ 1,350.00
Safety prune and end weight reduction on Canary Pine trees in courtyard Remove limbs that point downward	\$ 950.00
Remove all small bushes and small trees next to baseball field	\$ 950.00
Haul all debris and wood	

\$6,850.00

Estimated by Steve Willett

### CONTRACT

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

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

Customer: Accepted by [Signature] Date 9/30/19




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

Timberline: Accepted by \_\_\_\_\_ Date \_\_\_\_\_

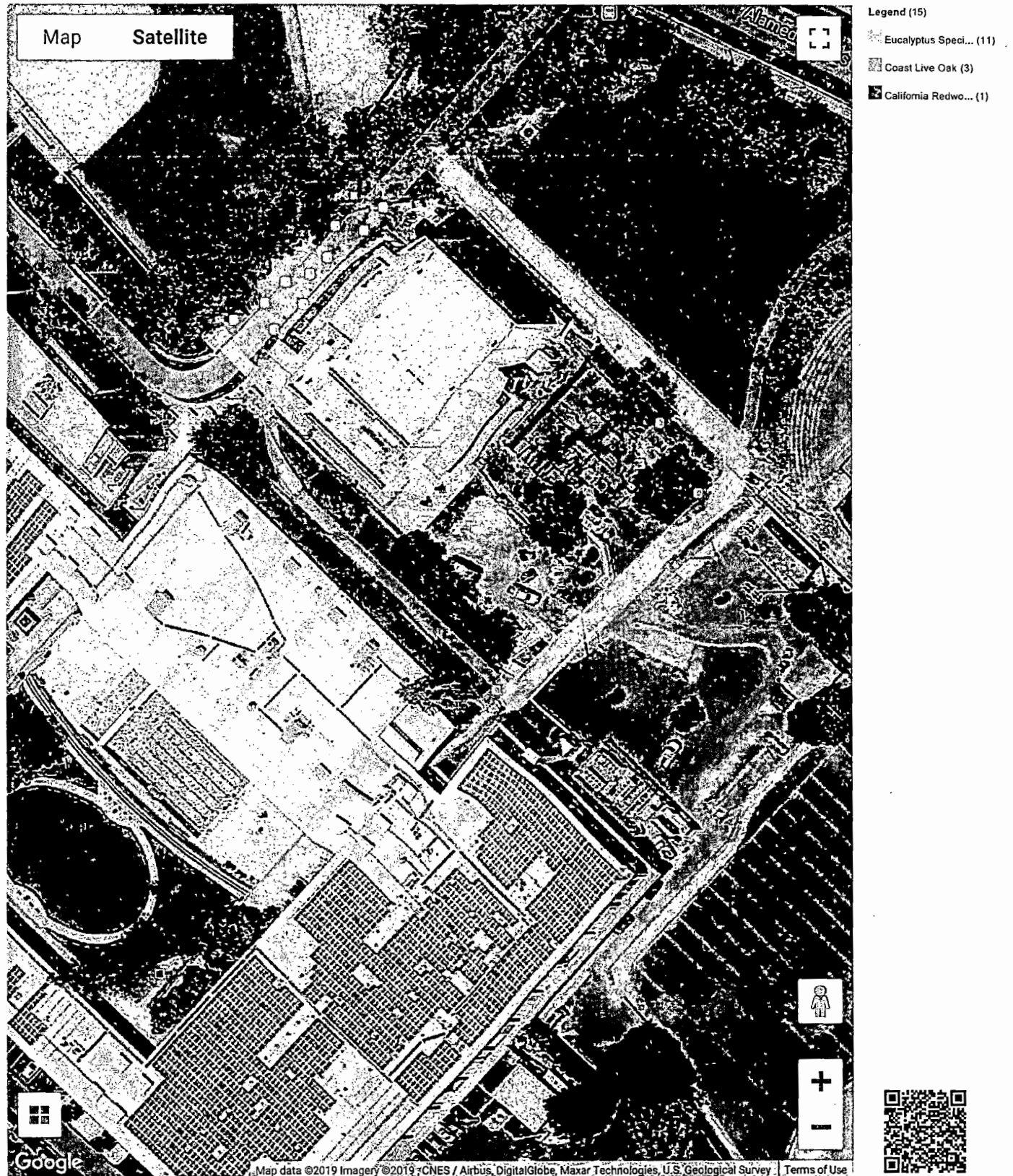
**BrightView Tree Care Services**  
Branch Office #49270  
4055 Bohannon Drive  
Menlo Park, California 94025  
Katie Hawkins  
UT4469A  
katie.hawkins@brightview.com  
tel:650-289-9324

**Tree Care Service Address/Location**  
Aragon High School  
900 alameda de las pulgas  
San Mateo, ca

**Proposed Tree Care Services**

Species	Qty	Objective	Price
 Coast Live Oak <i>Quercus agrifolia</i>	2	Clearance prune	\$485
 Coast Live Oak <i>Quercus agrifolia</i>	1	End weight reduction over sidewalk	\$534
 California Redwood <i>Sequoia sempervirens</i>	1	Root excavation add back soil / nutrients	\$2,328
Eucalyptus Species <i>Eucalyptus spp.</i>	1	Remove and stump grind	\$3,686
Eucalyptus Species <i>Eucalyptus spp.</i>	10	End weight reduction	\$3,977
<b>Total</b>			<b>\$11,010</b>

Aragon High School



Aragon High School

Proposal 07-22-2019



July 16, 2019

*Quercus agrifolia*  
Coast Live Oak

ID# 36



July 16, 2019

*Quercus agrifolia*  
Coast Live Oak

ID# 37



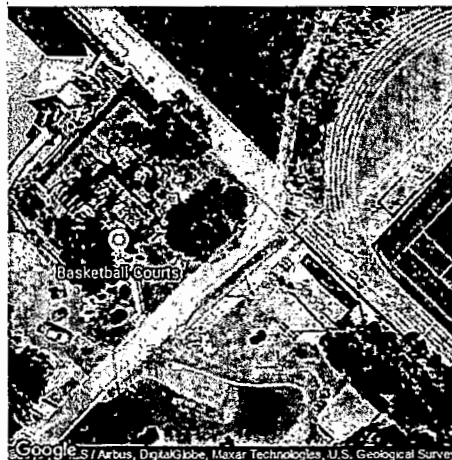
July 16, 2019

*Eucalyptus spp.*  
Eucalyptus Species

ID# 39



End weight reduction over sidewalk



Clearance prune



Remove and stump grind



## **CONTRACT APPROVAL**

**To: Roberta Beeken**

**Date: September 27, 2019**

**From: Nancy Marty**

---

**Site: Burlingame High School**

**Number of Quotes: 1**

**Funding Source: 01 Fund - Admin**

**Reason for proposal: Subscription to Senor Wooly**

**Total Contract: \$382.50**

**Please approve the attached proposal from Senor Wooly for a 1 year subscription of Senor Wooly PRO for BHS World Language.**

**Thank you,  
Nancy Marty x2820**

PLEASE DOWNLOAD FORM FIRST



Order Form  
2019-2020 School Year  
Prices good until June 30, 2020

## WEBSITE SUBSCRIPTIONS

#	Product	Quantity	Price	Total
1	<b><u>1-Year Subscription to Señor Woolly "BASIC"</u></b>  A 365-day online subscription. Only includes access to songs and videos. NOTE: Student accounts not included.  One teacher per subscription.		\$ 45.00	
2	<b><u>1-Year Subscription to Señor Woolly "PRO"</u></b>  A 365-day online subscription. Includes access to everything on the site: all songs and videos, the videogame, downloadable support materials, 160 student accounts, and student online curriculum.  One teacher per subscription.  <b>Bulk Pricing:</b> <ul style="list-style-type: none"> <li>• 2 teachers, \$80.75/ea.</li> <li>• 3 to 5 teachers, \$76.50/ea.</li> <li>• 6+ teachers, \$72.25/ea.</li> </ul>	5	\$ 76.50	\$ 382.50

Best-Seller!

*[Signature]*  
9/30/19

## BOOKS

3	<b><u>Billy y las botas Graphic Novel</u></b>  52-page, full-color trade paperback graphic novel. <ul style="list-style-type: none"> <li>• 1 to 9 copies: \$11.00 per book</li> <li>• 10 to 19 copies: \$6.49 per book</li> <li>• 20 to 29 copies: \$5.50 per book</li> <li>• 30 or more: \$4.95 per book</li> </ul> <p>Plus, if you purchase 30 or more books, you will receive a free download of The Teacher's Guide for <i>Billy y las botas</i>! (Value: \$45)</p> <p>As a special bonus, if you have a PRO subscription and you purchase 10 or more books, you will receive access to the online <i>Billy y las botas</i> nugget activities.</p>		\$ 11.00	
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## **CONTRACT APPROVAL**

**To: Roberta Beeken**

**Date: September 27, 2019**

**From: Nancy Marty**

---

**Site: Burlingame High School**

**Number of Quotes: 1**

**Funding Source: 01 Fund – BHS Admin**

**Reason for proposal: License Renewal for Conjuguemos**

**Total Contract: \$85.00**

**Please approve the attached proposal from Conjuguemos for the conjugation software license renewal for BHS World Language. License dates 10.17.2019-10.17.2020.**

**Thank you,  
Nancy Marty x2820**

# Invoice

Purchase Order: N/A

Sep 27, 2019

**BILL FROM**

**Conjuguemos**

PO Box 86

Newton, MA 02456

Tax ID: 27-2678821

P: 857-445-3002

F: 866-639-6481

support@conjuguemos.com

**BILL TO**

**Burlingame High School**

1 Mangini Way; Burlingame, CA

94010

**ACCOUNT**

**School**

Account ID:6252

**DESCRIPTION**

**QTY**

**RATE**

**TOTAL**

Teacher accounts

8

\$5

\$40

**SUBTOTAL**

\$85.00

**TAX**

\$0.00

**TOTAL AMOUNT**

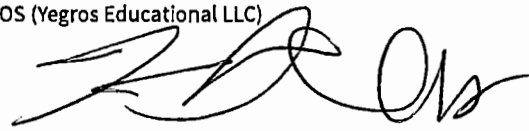
\$85.00

**PAYMENT OPTIONS**

**1. CHECK:** Mail a check along with this invoice. Be sure to include your school account number (6252) with the check

**3. CREDIT CARD:**

2000-2019 CONJUGUEMOS (Yegros Educational LLC)

 9/30/19

**\*\*INVOICE\*\***

Date	Class / Text / Item	# of Student	Fee Per Person	Amount
10/2019	CPR/AED	30	35.00	\$ 1050.00
	1 <sup>st</sup> Aid	30	25.00	750.00
	This is a Quote			
	TOTAL ESTIMATE			\$ 1800.00

**Client:** SMUHSD – Barb Tufo

**Services:** CPR/AED/1<sup>ST</sup> Aid Class

**Payable to:** Johanna Hutchison  
1017-411 El Camino Real  
Redwood City, CA 94063

Thank you for your business...

 9/30/19

1017-411 EL CAMINO REAL, REDWOOD CITY, CA 94063  
650-678-8280

**CONTRACT APPROVAL**  
**Aragon High School**

*To: Roberta*

*Date: September 27, 2019*

*From: Luci Tolfa*

---

*Site: Aragon High School*

*Number of Quotes: 1*

*Name of Vendor: Air Lollipops*

*Funding Source: 95*

*Reason for proposal: Balloon arch for the Aragon High School Homecoming Dance on October 19, 2019.*

*Total Contract: \$282.75*

*Please have Dr. Skelly sign the invoice and return it to me. The certificate of insurance for the venue is on file.*

*Thank you,*

*Luci*

# Air Lollipops

206a School Street  
Daly City, CA 94014  
(650) 755-3300  
www.airlollipopsdc.com

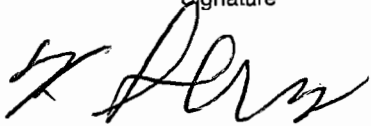
# Air Lollipops

Number  
**467**

Date  
9/24/19 04:46 PM

Bill To  
Oct 19 6pm  
ltolfa@smuhdsd.org  
21tidwell57@stu.smuhdsd.org

P.O.		Terms	Ship Via	Ship Date
Qty	Description	Unit	Ext	
15	Organic Arch with out Flower/Greens All Pastel yellow blue purple pink	15.00	225.00	Tax
1	Delivery Aragon High School San Mateo	35.00	35.00	Tax

Signature  
  
10/11/19

Subtotal \$260.00  
Tax 8.75% \$22.75  
Tax 8.75% \$0.00  
Total \$282.75

By Using Air lollipops, You Accept Our Terms  
and Conditions

## Air Lollipops Terms And Conditions

These terms and conditions apply to all sales of goods provided by us to you via our website, over the telephone, by email or in person.

By using Airlollipops, you accept these terms and condition in full.  
Airlollipops agrees to perform the service specified on this receipt.  
Airlollipops will not be liable for any damage or injury caused by product sold.

### Payment Term

Pre-orders require 50% deposit of the total amount, which cannot be refunded.  
The other half is due five days prior to the event. All orders must be finalized a week before the event.

Once the invoice is PAID five days prior to the event. Party Themes, Balloon Design, Colors, Dessert Choices, Cake Design and flavors cannot be modified and changed.

### DESSERT TABLE LIABILITY

Client agrees to assume full responsibility for any claims arising out of the use of The Candy/dessert Table or it's attendants.  
Airlollipops will not be liable for any injury, allergic reaction, loss or damage directly or consequently arising out of the use of the Candy/Dessert Table.

### CLIENT RESPONSIBILITY

- 1) 6-8' Sturdy table that is need for the Dessert Table.
- 2) Sufficient Time for us to set up Balloons and Dessert Table. Thirty minutes to an hour prior the starting time stated on the invoice.
- 4) Desserts Choices must be provided by the client 7 days prior to the event.
- 3) Clean up, unless otherwise stated on the invoice. Extra fee will be charge for cleaning.

### BALLOONS

Avoid exposing balloons to extreme heat and sharp product as this could cause it to burst.  
All mylar balloons are guaranteed to be of the highest quality. After 3 to 4 days will slowly start to deflate.

All latex helium filled balloons are guaranteed to be of the highest quality for 6 to 8 hours.  
Hi-float can be use to make the latex balloons last for up to 24 hours.  
We provide the service and unique designs to all your balloon purchase.  
Manufactures's damage is beyond our expertise.

All sales are final. The store will only give store credit



## **CONTRACT APPROVAL**

**To: Roberta Beeken**

**Date: September 30, 2019**

**From: Nancy Marty**

---

**Site: Burlingame High School**

**Number of Quotes: 1**

**Funding Source: 01 Fund – BHS Robotics**

**Reason for proposal: Domain Subscription for BHS Robotics**

**Total Contract: \$19.95**

**Please approve the attached proposal from Weebly for the 1 year domain subscription for BHS Robotics.**

**Thank you,  
Nancy Marty x2820**

## Your Renewal Receipt For ironpanthers.com

1 message

Weebly <support@weebly.com>  
To: burlingamerobotics@gmail.com

Sun, Sep 15, 2019 at 11:04 AM

**weebly**

Hi Burlingame,

Thanks for choosing Weebly. This is to confirm the renewal of your 1 year domain.

Here is a summary of your order:

Order Date: Sep 15, 2019  
Order Number: 267083116258002830  
Account ID: 106136259  
Account Name: Burlingame Robotics

Paid by:  
Christina Wade

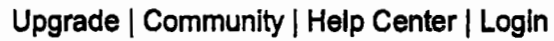
Item	Term	Quantity	Price
Domain ironpanthers.com Renews every 1 year	1 year	1	\$19.95
			Subtotal: \$19.95
			Tax: \$0.00
			Total: \$19.95

Paid with PayPal (cwadehmb@yahoo.com)

Need help? Check out our help center or blog.

Thanks,  
The Weebly Team

  
10/1/19



***Your subscription is set to automatically renew and your selected payment method will be charged \$19.95 (plus any applicable taxes) every 1 year until you cancel your subscription. You may cancel your subscription at any time from your account settings or by contacting us.***

**CONTRACT**  
**Board Approval**  
**(under \$25K)**

*To: Kevin Skelly*

*Date: October 10, 2019*

*From: Kirk Black/Meghan Sartain*

---

*Site: Districtwide*

*Number of Quotes: 1 (sole source)*

*Funding Source: Local Wellness Fund*

*Reason for proposal: Biometric Screenings*

*Contract Total: \$43.00 per participant*

*Please approve the attached invoice from.*

*Thank you,*



## MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (together with the Riders hereto, this "Agreement") is entered into this 30th day of SEPTEMBER 2019 ("Effective Date"), by and between San Mateo Union High School District, with offices located at 650 N. Delaware Street, San Mateo, CA, 94401 ("CLIENT"), and Maxim Health Systems, LLC, with offices located at 7221 Lee DeForest Drive, Columbia, MD 21046, and each other Maxim Provider, as defined below (collectively, "MAXIM"). This Agreement is being executed by Maxim Health Systems, LLC, in its own capacity as a Maxim Provider and as agent for the other Maxim Providers, if any. CLIENT and MAXIM are sometimes referred to collectively herein as the "Parties" and individually as a "Party."

In consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, and intending to be legally bound, the Parties hereby agree to the following terms and conditions of this Agreement and the attached Rider(s):

### ARTICLE 1

#### TERM OF AGREEMENT

**1.1 Term.** This Agreement will be in effect as of the Effective Date and will continue for a one year period from the Effective Date unless terminated earlier pursuant to Section 1.2 of this Agreement. This Agreement will renew automatically for successive one year periods, unless either Party delivers the other notice at least 30 days prior to the end of the current term of its intent not to renew.

**1.2 Termination.** Either Party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other Party. Either Party may terminate this Agreement immediately in the event of a material breach of this Agreement by the other Party by providing written notice to other Party; however, the notice must describe in reasonable detail the nature of the alleged breach and provide for a cure period of at least five (5) days. Any termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

### ARTICLE 2

#### RESPONSIBILITIES OF APPLICABLE MAXIM PROVIDER

##### **2.1 Services.**

(a) MAXIM shall provide immunizations, vaccinations and/or screenings (collectively, "Services") to CLIENT's recipients ("Recipients") at the location and times specified on the attached Rider(s), subject to the availability of vaccine/supplies and/or qualified medical professionals (individually and collectively, "Personnel"). The locations at which Services are to be provided hereunder are referred to herein as the "Clinics."

(b) The Services to be provided at each Clinic will be performed by Maxim Health Systems, LLC, or one of its affiliates as indicated on the attached Provider Entity Rider, based upon the location of that Clinic. Each entity performing the Services is sometimes referred to herein as a "Maxim Provider." Each Maxim Provider is a Party to this Agreement and shall be responsible, severally and not jointly with any other Maxim Provider, for all obligations under this Agreement with respect to the Services to be provided within its designated geographic area on the Provider Entity Rider.

**2.2 Personnel.** All Personnel provided by MAXIM shall be employees or contractors of MAXIM, and not of CLIENT.

**2.3 Health and Safety Guidelines.** MAXIM will follow applicable guidelines issued by the State Department of Health Services pertaining to Services and disposal of waste. Upon written request, MAXIM will forward a copy of its Infection Control Guidelines to CLIENT. Prior to providing Services, MAXIM shall obtain a physician's order authorizing the provision of Service(s), as required under applicable state laws.

**2.4 Supplies.** MAXIM will supply all necessary vaccine, medical supplies, and forms to be used in administering and/or providing Services to RECIPIENTS.

**2.5 Insurance.** MAXIM will maintain (at its sole expense), or require the Personnel it provides under this Agreement to maintain, a valid policy of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions of Personnel occurring in connection with the provision of Services under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by CLIENT. MAXIM further agrees to maintain, or to cause any subcontractor to maintain, any statutorily required worker's compensation insurance for all of its Personnel providing Services under this Agreement.

**2.6 Employment and Taxes.** MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. CLIENT shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

**2.7 Record Access.** In instances where CLIENT is Medicare and/or Medicaid certified, MAXIM agrees that, in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, books, documents and records will be made available to the Comptroller General of the United States, the United States Department of Health and Human Services and their duly authorized representatives ("USDHHS") until the expiration of four (4) years after Services are furnished under this Agreement.

### ARTICLE 3

#### RESPONSIBILITIES OF CLIENT

**3.1 Incorporation of Rider(s).** CLIENT agrees that any Rider(s) and/or Attachment(s) attached hereto are incorporated herein by reference and form a part of this Agreement. If there is any conflict between this Agreement and any Rider(s) and/or Attachment(s), the terms of the Rider(s) and/or Attachment(s) will govern.

**3.2 Insurance.** CLIENT will maintain at its sole expense a valid policy of professional or general liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the negligent or willful acts or omissions of its employees, contractors and agents. CLIENT will provide a certificate of insurance evidencing such coverage to MAXIM upon request, and give MAXIM prompt written notice of cancellation or any material change in CLIENT coverage.

**3.3 Work Environment.** CLIENT will provide a clean and properly maintained workspace for MAXIM to conduct the CLINIC in a highly visible setting that will enable MAXIM to safely provide Services to Recipients seeking such service. CLIENT will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow MAXIM Personnel reasonable access to telephones for business use. MAXIM will not be responsible for the proper maintenance of any property supplied by CLIENT, including but not limited to tables, chairs and physical space provided to MAXIM and Recipients. MAXIM will assume no responsibility or liability for crowd control and security at CLINICS.

### ARTICLE 4

#### MUTUAL RESPONSIBILITIES

**4.1 Non-discrimination.** Neither MAXIM nor CLIENT will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by applicable law.

### ARTICLE 5

#### COMPENSATION

**5.1 Billing.** MAXIM will submit invoices to CLIENT for Services rendered (subject to and in accordance with applicable Rider(s)) and CLIENT shall pay such invoices when due. Invoices shall be submitted to the following address:

San Mateo Union High School District  
650 N. Delaware Street  
San Mateo, CA 94401  
ATTN: Meghan Sartain  
[msartain@smuhsd.org](mailto:msartain@smuhsd.org)

**5.2 Payment.** All amounts payable to MAXIM are due and payable within thirty (30) days from date of such invoice. CLIENT will send all payments to MAXIM at the following address, unless a different address is set forth in an attached Rider:

c/o Maxim Health Systems, LLC  
12915 Collections Center Drive  
Chicago, Illinois 60693

**5.3 Late Payment.** Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equal to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

**5.4 Rate Changes.** MAXIM will give CLIENT at least thirty (30) days advance notice of any change in rates, which will be mutually agreed upon in writing by both Parties.

## ARTICLE 6

### GENERAL TERMS

**6.1 Independent Contractors.** The Parties enter into this Agreement as independent contractors, and nothing contained in this Agreement will be construed to create a partnership, joint venture, agency, or employment relationship between the Parties.

**6.2 Assignment.** CLIENT may not assign this Agreement without the prior written consent of MAXIM, and such consent will not be unreasonably withheld, delayed or conditioned.

**6.3 Indemnification.** MAXIM agrees to indemnify and hold harmless CLIENT, its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third Parties solely as a result of the negligent performance of MAXIM, its directors, officers, employees or agents in providing Services under this Agreement. CLIENT agrees to indemnify and hold harmless MAXIM, and its directors, officers, shareholders, employees and agents, from and against any and all claims, actions, or liabilities which may be asserted against them by third Parties solely as a result of the negligent performance of CLIENT, its directors, officers, employees, contractors or agents under this Agreement.

**6.4 Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested and postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party in the manner specified herein.

San Mateo Union High School District  
650 N. Delaware Street  
San Mateo, CA 94401  
ATTN: Meghan Sartain  
O: (650) 558-2243, C: (650) 307-1983  
[msartain@smuhsd.org](mailto:msartain@smuhsd.org)

Maxim Health Systems, LLC  
7227 Lee DeForest Drive  
Columbia, MD 21046  
ATTN: Contracts Department  
COPY TO:

Maxim Health Systems, LLC  
BRANCH ADDRESS 1  
BRANCH ADDRESS 2  
ATTN: AE NAME

**6.5 Headings.** The headings of the sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

**6.6 Entire Contract; Counterparts.** This Agreement (including all Riders hereto) constitutes the entire contract between CLIENT and MAXIM regarding the Services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. Facsimile and electronic signatures shall also constitute original signatures for the purpose of this Agreement. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both Parties. The Parties acknowledge and agree that the execution and delivery of this Agreement by facsimile transmission shall be valid and binding.

**6.7 Availability of Vaccine and/or Supplies.** As applicable, the Parties agree that MAXIM'S obligation under this Agreement to provide Services is expressly conditioned upon the availability of adequate vaccine and/or supplies. Should adequate vaccine and/or supplies become unavailable, MAXIM will not be required to provide Services pursuant to this Agreement and shall have no liability whatsoever to CLIENT or any third Party as a result of its failure or inability to do so.

**6.8 Force Majeure.** Neither MAXIM nor CLIENT shall be liable for any failure or inability to perform their respective obligations under this Agreement for a period of up to forty-five (45) days due to any cause beyond the reasonable control of the non-performing Party, including but not limited to acts of God, regulations of laws of any government, acts of war or terrorism, acts of civil or military authority, fires, floods, accidents, epidemics, quarantine restrictions, unusually severe weather, explosions, earthquakes, strikes, labor disputes, loss or interruption of electrical power or other public utility, freight embargoes or delays in transportation, or any similar or dissimilar cause beyond its reasonable control. If a Party's non-performance under this section extends for forty-five (45) days or longer, the Party affected by such non-performance may immediately terminate this Agreement by providing written notice thereof to the other Party.

**6.9 Compliance with Laws.** MAXIM agrees that all Services provided pursuant to this Agreement shall be performed in compliance with applicable federal, state, or local rules and regulations.

**6.10 Severability.** In the event that one or more provision of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

**6.11 Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the Parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

**6.12 Limitation of Liability.** Neither MAXIM nor CLIENT will be responsible for special, indirect, incidental, punitive, consequential, or other similar damages, including but not limited to lost profits, that the other Party may incur or experience in connection with this Agreement or the Services provided, however caused, even if such Party has been advised of the possibility of such damages.

**6.13 Amendment.** No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of the amendment, modification, discharge or waiver is sought.

**6.14 Attorneys' Fees.** In the event either Party is required to obtain legal assistance to enforce its rights under this Agreement, or to collect any monies due, hereunder, the prevailing Party shall be entitled to recover from the other Party, in addition to all other sums due, reasonable attorney's fees (including a reasonable hourly rate for the time expended by in-house counsel), court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

**6.15 North Carolina Provisions.** The following shall be applicable only with respect to Services to be performed within the state of North Carolina: Prior to providing Services, a licensed physician shall provide an order to MAXIM authorizing the provision of the Services and any other professional component of the Services, as required under applicable state laws. In no event shall this Agreement require MAXIM to engage in the practice of medicine and the physician will not be an employee of MAXIM. CLIENT acknowledges that the invoiced amounts shall include compensation in the amount of Twenty-Five Dollars (\$25.00) to be paid to the physician who provided the order authorizing the Service(s) pursuant to this Agreement, which amount does not exceed the fair market value of the physician services. MAXIM shall arrange for payment to the applicable physician from the amounts paid by CLIENT under this Agreement.



**6.16 Reporting Requirements.** The Parties agree that no reporting requirements will apply under this Agreement unless and until such requirements are mutually agreed upon in writing and made a part of this Agreement through amendment or addendum.

## ARTICLE 7

### CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

#### **Section 7.1 Confidentiality.**

A. MAXIM/CLIENT Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other Party that is confidential and constitutes valuable, special, and unique property of the Party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other Party, any secret or confidential information of the Party, including, without limitation, information with respect to the Party's patients, costs, prices, and treatment methods at any time used, developed or made by the Party during the term of this Agreement and that is not available to the public, without the other Party's prior written consent.

B. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither Party nor its respective staff shall disclose the terms of this Agreement to any person who is not a Party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the Party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.


C. Patient/Customer Information: Neither Party nor its employees shall disclose any financial or medical information regarding patients/customers treated hereunder to any third-Party, except where permitted or required by law or where such disclosure is expressly approved by CLIENT, MAXIM and patient/customer in writing. Further, each Party and its employees shall comply with the other Party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The obligations set forth in this Section shall survive the termination of this Agreement.

**Section 7.2 HIPAA/HITECH Obligations.** Each Party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other Party, regarding the confidentiality of patient information, to include, without limitation, HIPAA and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

CLIENT and MAXIM have acknowledged their understanding of and agree to the mutual promises written above by executing this Agreement as of the Effective Date.

SAN MATEO UNION HIGH SCHOOL DISTRICT:

  
\_\_\_\_\_  
Signature  
Kevin Skelly, Ph.D., Superintendent

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

MAXIM HEALTH SYSTEMS, LLC,  
for itself and as agent for each Maxim Provider

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dana Shepherd, Assistant Controller  
Printed Name and Title

\_\_\_\_\_  
Date

PROVIDER ENTITY RIDER  
to  
MASTER SERVICES AGREEMENT

Immunization Services:

Location of Clinic	Maxim Provider
AK, AL, AR, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MS, MT, NC, ND, NE, NJ, NM, OH, OK, OR, PA, SC, SD, TN, TX, UT, VA, VT, WA, WI, WV, WY	Maxim Health Systems, LLC
AZ, NH, NV, MO, and RI	Maxim Healthcare Services, Inc.
NY	Maxim of New York, LLC

Screenings and Educational Services:

Location of Clinic	Maxim Provider
AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, MO, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WI, WV, WY	Maxim Health Systems, LLC

## *CONTRACT APPROVAL*

*To: Roberta Beeken*

*Date: 9/30/19*

*From: Nicole Donegan HHS*

---

*Site: HHS*

*Number of Quotes: 1*

*Funding Source: Drama Club*

*Reason for proposal: Young Playwrights Project*

*Total Contract: \$5500*

*Please approve the attached proposals from TheatreWorks*

*Thank you!*

# TheatreWorks

SILICON VALLEY

SEPTEMBER 23, 2019  
Invoice No 433089

## BOOKING REGISTRANT

Allison Gamlen  
Hillsdale High School  
3115 Del Monte Street  
San Mateo, CA 94403-3800  
650-558-2699

## BILLING CONTACT

Allison Gamlen  
allison.gamlen@gmail.com

## ORDER INFORMATION

PROGRAM	LOCATION, DATE & TIMES	QTY	TOTAL	INVOICE #
Young Playwrights Project	October - December 2019 Final Performance December 11 at 7pm	1	\$ 5,500.00	433089


SUBTOTAL \$ 5,500.00

## YOUR PAYMENT HISTORY

*No prior payments have been made*

## AMOUNT YOU STILL OWE

\$ 5,500.00      —      \$ 0.00      =      \$ 5,500.00  
Total order amount      Past payments      Amount you owe

  
10/3/19

Please cut on the dotted line & submit the slip below with your payment

AMOUNT YOU OWE \$ 5,500.00

PAYMENT DUE JAN 11, 2020

Please charge my card \$ \_\_\_\_\_ . \_\_\_\_\_

\_\_\_\_\_ exp \_\_\_\_ / \_\_\_\_  
☐ VISA   ☐ MASTERCARD   ☐ DISCOVER   ☐ AMEX

PLEASE MAKE CHECKS PAYABLE TO:  
TheatreWorks Silicon Valley  
Attention: Katie Bartholomew  
PO Box 50458  
Palo Alto, CA 94303-0458

THEATREWORKS EIN:  
94-2831245

QUESTIONS?  
Katie Bartholomew 650 463 7154

# CONTRACT APPROVAL

To: Roberta Beeken

Date 10/1/2019

From: Imelda Gomez/Site Accounting Tech

---

Site: *Capuchino High School*

Number of Quotes/License Agreements: *1*

Funding Source: Parent Funded Accounts – GATE & PTO

Reason for Proposal: PE web-based training platform – one year

Contract amount: *\$1,400.00*

Thank you,



## Quote

Date: 9/30/19  
Invoice Number: 00-12485

**Your Organization:**

Capuchino High School  
1501 Magnolia Ave  
San Bruno, CA 94066

**Send checks to:**

Platform Athletics  
39 John H Finley III Way  
Framingham, MA 01701  
(855) 862-5502

PO Number	Term
	Net 30

**Email PO's to:**

[billing@plt4m.com](mailto:billing@plt4m.com)

Description	Total
Web-Based Training Platform. School Subscription.  Tier 4: Up to 750 Student-Athletes ** Back to school discount	\$1,400.00
To pay by credit card, call 855-862-5502 ext 3	\$1,400.00

Make all checks payable to:  
**Platform Athletics, LLC**  
Thank you for your business!



10/3/19

## **BOARD ITEM**

*(Up to \$25,000)*

**Date:** 10/1/19

**To:** *Roberta Beeken / Kevin Skelly*

**From:** *Anna Tang / Don Scatena*

---

**Site:** *District Wide*

**Number of Quotes:** 1

**Funding Source:** *General Fund – Student Services (TUPE Grant)*

**Reason for proposal:** *To provide substance use treatment*

**Proposal Amount:** \$5,000.00

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## **Memorandum of Understanding**

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### **Memorandum of Understanding**

Between

**(Healthright360)**

and

**(San Mateo Union High School District)**

This Memorandum of Understanding (MOU) set forth the terms and understanding between Healthright360 and the San Mateo Union High School District to provide substance use treatment.

#### **Background**

Substance abuse and problematic patterns of substance use among youth can lead to problems at school, cause or aggravate physical and mental health-related issues, promote poor peer relationships, and place stress on the family. They can also develop into lifelong issues such as substance dependence, chronic health problems, and social and financial consequences and incarceration. Substance use, abuse, and dependence can have significant negative impact on an individual's life. Providing early intervention and timely treatment is critical in order to minimize consequences in the youth's life.

#### **Purpose**

This MOU will allow Healthright360 to provide substance use treatment to students that are referred from the San Mateo Union High School District. The purpose of the agreement is to provide needed services to a population that may not be able to attain treatment in other ways. The goals of the agreement is to provide support, treatment and engagement to students who are referred. Goals include increasing student's understanding of negative consequences of problematic patterns of use that affects their social, emotional, physical, and mental well-being. Potential outcomes may include: increase in school functioning and outcomes, increase in positive relationships with friends and family and development of healthy stress-management techniques

#### **Treatment Structure**

Treatment structure is established based on the individual's needs. Treatment modalities include but are not limited to participating in individual sessions with substance use disorder (SUD) counselor on a weekly basis at the Pioneer Court Outpatient program offices or another agreed upon location and participate in group sessions.



**Funding**

Although this MOU is not a commitment of funds, it is the understanding of the two parties, that the San Mateo Union High School District shall be billed for the substance use disorder treatment services provided to the students, for those who do not qualify for Drug MediCal benefits.

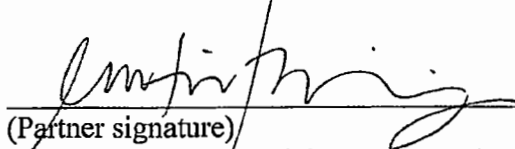
**Duration**


This MOU is at-will and may be modified by mutual consent of authorized representatives from Healthright360 or the San Mateo Union High School District. This MOU shall become effective upon signature by the authorized representatives from both Healthright360 and San Mateo Union High School District and will remain in effect until mutually modified or terminated.

**Contact Information**

Healthright360  
Chris Kernes, MA, LMFT 47041  
Managing Director of San Mateo County Behavioral Health  
2015 Pioneer Court  
San Mateo CA, 94403  
Cell: 415-786-3993  
Office: 650-348-6603 x 4789  
Fax: 650-638-1602  
[ckernes@healthright360.org](mailto:ckernes@healthright360.org)

San Mateo Union High School District  
Don Scatena  
Director of Student Services  
650 N Delaware St  
San Mateo, CA 94401  
650-558-2257  
[dscatena@smuhdsd.org](mailto:dscatena@smuhdsd.org)

  
\_\_\_\_\_  
(Partner signature)  
(Chris Kernes, Healthright360, Managing Director of San Mateo County Behavioral Health) Date: 9.13.19

  
\_\_\_\_\_  
(Partner signature)  
(Don Scatena, San Mateo Union High School District, Director of Student Services) Date: 9.18.19

  
10/3/19

## **BOARD ITEM**

*(Up to \$25,000)*

**Date:** *October 2, 2019*

**To:** *Roberta Beeken / Kevin Skelly*

**From:** *Anna Tang / Carolyn Schwartzbord*

---

**Site:** *District Office*

**Number of Quotes:** *1*

**Funding Source:** *General Fund – Special Education*

**Reason for proposal:** *To reimburse parent(s) for travel costs because their child attends an out of state residential NPS*

**Total Estimated Maximum Cost:** *\$6,600.00*

# 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

---

Dear Parent/Guardian,

This letter is to inform you that because your child with special needs has been enrolled in a residential nonpublic school (NPS) outside of California, the San Mateo Union High School may reimburse travel expenses associated with your child's initial placement, subsequent therapeutic visits by you to meet with your child and his/her therapist, or your child's therapeutic home visits.

The district will reimburse up to four (4) trips, not to exceed \$6,600, per fiscal year (July 1 - June 30). All claims must adhere to the *Travel Reimbursement Guidelines for Out-of-State Residential Nonpublic Schools (Exhibit A)*. Please complete and submit one (1) *Travel Reimbursement Claim Form (Exhibit B)* per trip and attach all original, itemized receipts within 30 days of return. We recommend that you keep a copy of submitted claims for your records.


Submit claims to:

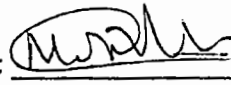
San Mateo Union High School District  
Special Education Department  
650 N. Delaware St.  
San Mateo, CA 94401  
[specialdbilling@smuhdsd.org](mailto:specialdbilling@smuhdsd.org)

Please review the guidelines carefully and if you have any questions and feel free to contact us if you have any questions.

Sincerely,

Carolyn Schwartzbord  
Director of Special Education

  
10/3/19

Parent Acknowledgement: 

Date: 10/1/2019.

## **BOARD ITEM**

*(Up to \$25,000)*

**Date:** *October 2, 2019*

**To:** *Roberta Beeken / Kevin Skelly*

**From:** *Anna Tang / Carolyn Schwartzbord*

---

**Site:** *District Office*

**Number of Quotes:** *1*

**Funding Source:** *General Fund – Special Education*

**Reason for proposal:** *1 year subscription for Site Registration for CPI & FBA Profiler*

**Total Estimated Maximum Cost:** *\$798.00*

# LDinfo Invoice

LDinfo Publishing, LLC  
4208 Colfax Av. S.  
Minneapolis, MN 55409  
e-mail: email@LDinfo.com  
phone & fax: 612-454-6687

**Invoice number:** 5839

**Date:** 10/1/2019

**payment choice:** ☐ Check ☐ Purchase Order  
☐ Credit Card ☐ PayPal  
☒ Invoice

**Sold to:** April Torres

**School:** San Mateo Union High School District

**Address:** 839 Hinckley Walk

**City:** Burlingame

**State:**CA **Zip:** 94010

**Tax exempt number:**

(if applicable) SPECIAL EDUCATION

OCT - 2 2019

RECEIVED

Qty:	Item:	Unit Price:	Extended Price:
	LD self-advocacy manual (soft bound)	\$15.00	\$0.00
	LD manual in PDF read-only format	\$5.00	\$0.00
	CPI examiner manual (soft bound)	\$10.00	\$0.00
	FBA Pro examiner manual (soft bound)	\$10.00	\$0.00
	CPI/FBA trial on CD-ROM	\$5.00	\$0.00
	1-Year Single-User Software Registration *	\$89.00	\$0.00
2	1-Year Site Registration (15 users per site reg.)	\$399.00	\$798.00

\* Software registrations include both the CPI and FBA Profiler

**Terms:** Payable on receipt (if not already prepaid).

All payments must be in U.S. funds.

Make checks payable to:

Scott Crouse or LDinfo Publishing, LLC

Mail payment to address at top of invoice.

e-mail: email@LDinfo.com

phone & fax: 612-454-6687

LDinfo Federal Tax #: 26-4631629

**Sub Total:** \$798.00

**Tax :** \$0.00

**Shipping:** \$0.00

**Grand Total:** \$798.00

**Comments:** April:

Your order is enclosed or has been provided via email. Please submit this invoice for payment as soon as possible. Let me know if you have any questions or problems.

Scott

email@LDinfo.com

  
10/3/19

# SAN MATEO UNION HIGH SCHOOL DISTRICT

## CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: September 27, 2019

From: Linda Carlton

---

Site(s) or Department: Burlingame High School

Number of Quotes: 2

Vendor/Contractor: All Fence Company

Reason for proposal: To provide parts and labor to install chain link fence enclosure for PG&E equipment.

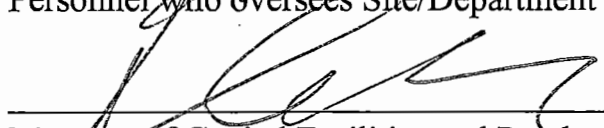
Certificate of Insurance: 13757914


Contract Amount: \$3,210.00

Funding Source: General Fund – Maintenance

Approved by:

  
\_\_\_\_\_  
Personnel who oversees Site/Department budget

  
\_\_\_\_\_  
Manager of Capital Facilities and Purchasing

  
\_\_\_\_\_  
Director of Budget and Fiscal Services

Rev. 09/16/19

# 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

DATE

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

PROJECT # 202L  
BURLINGAME HIGH SCHOOL  
1 MANGINI WAY  
BURLINGAME

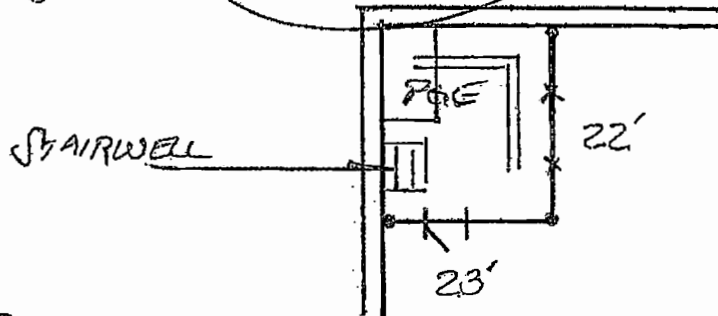
PHONE: (650) 471-5700  
CELL: (669) 888-5261  
EMAIL: bbarncord@smuhsd.org

Job Description: NEW FENCE  
Style: COMMERCIAL GALV 4/L  
Height: 8' Footage: 45'  
Grade of Lumber: N/A Gauge: 9 1/2 K.K.  
Post Size: 2 3/8" x 4 1/8" Frame: 1 5/8"  
Depth of Holes: 36" Diameter of Holes: 8 1/2"

Remove Fence: ☒ Haul Away ☒ Recyclable  
Gates: 1 Single Width 4' x 8'  
N/A Double Width  
N/A Sliding Width  
Posts set in Concrete? ☒ Yes ☐ No WET SET

Special Instructions: 1. SUPPLY & INSTALL 45' OF COMMERCIAL GALVANIZED CHAIN LINK FENCING W/ ONE GATE PER SPEC'S. 2. INCLUDE BEIGE SLATS. (USA REQUIRED)

TOTAL JOB COST = \$3210.00



BID PREVAILING WAGE RATE

Contractor: Marty Webster

MARTY WEBSTER

Date: 9/18/19

Owner: [Signature]

Date: 10/3/19

Owner: \_\_\_\_\_

Date: \_\_\_\_\_

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 10 working days after commencement, subject to permissible delays hereinafter set forth.



California State  
License Board

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.

ASPHALT PAVING • CONCRETE • COURTS • FENCE & IRON • GRADING • SEALCOATING • STRIPING

# PROPOSAL CONTRACT

Proposal #: 021810

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

Attn: Brad Barncord

Bus: (650) 558-2413

Mob: (650) 471-5700

Email: bbarncord@smuhd.org

Fax: (650) 558-2412

Date: 9/24/2019

Est. Code: S.MateoUHSD- Enclosure BHS

Job Site: Burlingame High School  
1 Magini Way  
Burlingame, CA 94010

Job Contact: Brad Barncord

Bus: (650) 558-2413

Mob: (650) 471-5700

Email: bbarncord@smuhd.org

Fax: (650) 558-2412



Quantity	Description	Total
LS	<b>New Enclosure:</b> Furnish and install new 8' high galvanized chain link fence enclosure with beige plastic slats. Dimensions to be approx. 23' x 22' with one each 4' wide walk-thru gate with standard fork latch hardware.  All posts to be set in new concrete footings and all spoils to be removed from site.  Work to be done during normal weekday hours, M-F.	LS \$5,630

DRYCO's Authorized Representative:

*Alan DalMaso*  
Alan DalMaso, Estimator

DRYCO proposes to complete the above work for the sum of \$5,630

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.

42745 Boscell Rd., Fremont, CA 94538  
800-378-2177

CA License #A540379

4250 E. Mariposa Rd. Stockton, CA 95215  
209-323-5780



## CONTRACT APPROVAL

To: Roberta Beeken

Date 10/2/2019

From: Imelda Gomez/Site Accounting Tech

---

Site: *Capuchino High School*

Number of Quotes/License Agreements: *1*

Funding Source: Cheer Club - 0341

Reason for Proposal: Photo Booth for Homecoming Dance

Contract amount: *\$708.50*

Thank you,

# INVOICE

Invoice From



LC Photo Booths  
205 De Anza Blvd  
293  
SAN MATEO CA, 94402  
lcphoto.biz@gmail.com  
6502817150

Invoice For Alana Tipton  
atipton@smuhsd.org

Invoice Number 20190930-50  
Invoice Date September 30, 2019  
Event Date October 12, 2019  
Final Payment Due October 5, 2019

Description	Quantity	Unit Price	Amount
Open Air Booth (3.0 hours) October 12, 2019 at 7:00 PM to 10:00 PM Capuchino High School Homecoming Dance: "Once Upon A Time", 1501 Magnolia Street, San Bruno, CA, 94066 Package Includes: (Perfect for Larger Groups) <ul style="list-style-type: none"><li>• 3 Hour Rental</li><li>• On-Site Attendant</li><li>• Customized Template</li><li>• Unlimited Photo Sessions</li><li>• Instant Prints (2, 2x6 strips or 1, 4x6 print)</li><li>• Premium Props Included</li><li>• Premium Backdrops</li><li>• \$150 For each additional hour</li><li>• Live Slideshow on the back of our Photo Booth.</li></ul>	1	\$650	\$650 T
Photobooth Backdrop	1	\$0	\$0 T

Subtotal \$650

Tax (\$650 x 9%)

~~\$58.50~~ OK

Total Cost \$708.50

Minimum Deposit Due \$141.70

Payments

Cash: Customer indicated they will pay \$0  
deposit later using Cash ☒

Total Balance Due \$708.50

10/3/19

This invoice was generated at October 01, 2019 at 10:20 AM PDT

# Contract

The following contract and its terms will set forth an agreement between LC Photography (Provider) and You "The Client" (the parties), for photo booth services for an event taking place at the address provided. This written contract sets forth the full, written intention of both parties and supersedes all other written and/or oral agreements between the parties.

We will arrive approximately 1 hour before the service begins. Provider agrees to have a Photo Booth operational for a minimum of 85% of the contracted time. During this period; occasionally, operations may need to be interrupted for maintenance of the Photo Booth (changing photo paper, adjusting camera, lighting, etc.)

## PAYMENT

A non-refundable 20% of the cost retainer is due upon signing of this contract. The remaining amount is due 7 days before the event. If payment is received after this date, client may be subject to a 10% late penalty fee. If payment is received after the date of your event, you are subject to a late penalty fee of 10% of the balance due PER DAY. We accept checks, Visa, MasterCard, American Express and Discover. We do not secure your date on our calendar until the deposit is received.

If the rental time period exceeds the service period agreed to in the invoice below, the overage in rental time will be billed to the operator at the hourly rate of \$150 per hour for photo booths and \$250 for Magic Mirror, billed in half-hour increments of \$75.00 and \$125.00. Payment for any overage in time must be paid at the end of the day. Client agrees that in addition to any and all other legal rights and remedies Provider may have, Client will pay a \$35.00 fee for any and all returned checks plus late penalty fees.

## ACCESS, SPACE & POWER FOR PHOTO BOOTH

Client will arrange for an appropriate space for the Photo Booth at event's venue. The 2-6 person Enclosed photo booth (indoors or outdoors) requires a minimum space 8' deep x 8' wide x 8½' high. Plus Space for our 6' Props table.

The Open Air Booth and Mirror Booth (indoors only) requires a backdrop to be against a wall and space of 8' deep x 10' wide and 8' high, Client is responsible for ensuring power is available for the Photo Booth. (110V, 5 amps, 3-prong outlet).

## DAMAGE TO PROVIDER'S EQUIPMENT

Client acknowledges that it shall be responsible for any damage or loss to the Provider's Equipment caused by: a) Any misuse of the Provider's Equipment by Client or its guests, or b) Any theft or disaster (including but not limited to fire, flood or earthquake).

## INDEMNIFICATION

Client agrees to, and understands the following:

- a) Client will indemnify provider against any and all liability related to Client's Event during or after Client's event. Client will indemnify Provider from the time of service and on into the future, against any liability associated with Client.
- b) Client will indemnify Provider against any and all liability associated with the use of pictures taken within the LC Photo Booth and LC Photography its representatives, employees or affiliates at Client's event.

## MODEL RELEASE OPTION

We'd love to use your photos on our web site, but understand your privacy. Client agrees to, and understands the following: All guests using the photo booth hereby given LC Photography (LC Photo Booths): The right and permission to copyright and use, photographic portraits or pictures of any photo booth user who may be included intact or in part, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose. In addition I, hereby release, discharge and agree to save harmless LC Photography also known as LC Photo Booths, from any liability, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.

We realize some clients want the photos from their event to remain private, If you would like your gallery to remain private, please indicate that on the note section and provide a password to be used on your online gallery.

## MISCELLANEOUS TERMS

If any provision of these terms shall be unlawful, void, or for any reason unenforceable under Contract Law, then that provision, or portion thereof, shall be deemed separate from the rest of this contract and shall not affect the validity and enforceability of any remaining provisions, or portions thereof. This is the entire agreement between Provider and Client relating to the subject matter herein and shall not be modified except in writing, signed by both parties. In the event of a conflict between parties, Client agrees to solve any arguments via arbitration. In the event Provider is unable to supply a working photo booth for at least 85% of the Service Period, Client shall be refunded a prorated amount based on the amount of service received. If the printer fails to print out photos on site the Provider will be allowed to give a web site to the client where there guests can log onto and order prints free of charge with free shipping as well as the ability to download the digital files for their own use.

## **BOARD ITEM**

*(Up to \$25,000)*

**Date:** *October 1, 2019*

**To:** *Roberta Beeken / Kevin Skelly*

**From:** *Amber Vigil / Carolyn Schwartzbord*

---

**Site:** *District Office*

**Number of Quotes:** *(1) Individual Service Agreement*

**Funding Source:** *General Fund – Special Education*

**Reason for proposal:** *To pay for student's occupational therapy with  
NPA – Firefly Therapies*

**Total Estimated Maximum Cost:** *\$2,156.00*

(Education Code Sections 56365 et seq.)

This agreement is effective on 7/1/2019 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency SAN MATEO UNION HIGH SCHOOL DISTRICT Nonpublic School /Agency FIREFLY THERAPIES

LEA Case Manager: Name CAROLYN SCHWARTZBORD, DIRECTOR SPED Phone Number (650) 558-2265

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

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

DOB 01/01/1980 Residential Setting: ☒ Home ☐ Foster ☐ Jail #                      ☐ OTHER                     

Parent/Guardian \_\_\_\_\_ Phone (alt) \_\_\_\_\_ ( ) \_\_\_\_\_

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

**AGREEMENT TERMS:**

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

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

Estimated Number of Days \_\_\_\_\_ x Daily Rate \_\_\_\_\_ = PROJECTED BASIC EDUCATION COSTS \_\_\_\_\_

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)			X	30 min/wk	\$98 p/hr	44	\$2,156.00
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ 2,156.00

4. Other Provisions/Attachments:

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5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

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

\_\_\_\_\_


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

-CONTRACTOR-

-LEA -

**FIREFLY THERAPIES**

(Name of Nonpublic School/Agency)

  
(Signature)

September 13, 2019

(Date)


Melisa Kaye, EdD, OTR/L

Director

(Name and Title)


**SAN MATEO UNION HIGH SCHOOL DISTRICT**

(Name of LEA)

  
(Carolyn Schwartzbord, Director SpEd)

10/1/19

(Date)

  
(Kevin Skelly, Ph.D., Superintendent)

10/3/19

(Date)

## **BOARD ITEM**

*(Up to \$25,000)*

**Date:** *September 30, 2019*

**To:** *Roberta Beeken / Kevin Skelly*

**From:** *Amber Vigil / Carolyn Schwartzbord*

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**Site:** *District Office*


**Number of Quotes:** *1*

**Funding Source:** *General Fund – Special Education*

**Reason for proposal:** *Contract with Partners in Communication to provide American Sign Language interpreting on an as needed basis.*

**Total Estimated Maximum Cost:** *\$5,000*

# Partners In Communication LLC

HOME ABOUT INTERPRETERS ▾ SERVICES ▾ CONTACT SEARCH 

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## RATES AND SERVICE AGREEMENT

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Below is the service agreement for Partners in Communication LLC. Please read through all terms and policies prior to submitting your completed agreement.

### Rates

- \$97.50/hour 7am to 5pm (2 hour minimum) per interpreter
- \$102.50/hour 5pm to 12am (2 hour minimum) per interpreter
- \$120.00/hour 12am to 7am (2 hour minimum) per interpreter
- Per Mile Reimbursement (at current rate set by the IRS) per interpreter
- Parking, Tolls, and Public Transportation Fees, if any, per interpreter
- After 2 hours billing is in 30-minute increments per interpreter
- Weekends and Holidays additional \$10/hour per interpreter
- Tri-Lingual or Certified Deaf Interpreter (CDI) add \$25/hour per interpreter
- Deaf-Blind add \$10/hour per interpreter

revised 2/27/19

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### Service Policies

For occupational safety and quality assurance reasons, assignments near one hour or more in length may require two interpreters to work together.



Occasionally assignments less than one hour will require two interpreters. This decision rests with the interpreting agency and depends upon the nature of the job. We will advise you of our decision in advance.

If we have been unable to fill your request and are approaching 24 hours prior to your reserved time, we will notify you that we have not yet located resource(s), but will continue to work on assigning interpreters. We will continue trying to fill the assignment until the requested start time unless you explicitly tell us otherwise. If you have multiple sessions associated with one request, and you prefer us to fill all or none, rather than as many as possible, this must be communicated at the time the request is made. Example: A multi-day / session conference in which the attendee will decline to attend if interpreters are not secured for the entirety of the request. Payments are due upon receipt of invoice unless other arrangements have been made in advance. Late Payment Penalties: \$25.00 per 30 days past due plus any collection service fees. ANY VIDEO OR AUDIO RECORDING OF INTERPRETERS REQUIRES PRIOR ARRAIGNMENT AND CONSENT.

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## Cancellations and Changes

Interpreting requests cancelled or their duration changed less than 2 business days (48 business-hours) in advance will be billed the 2 hour minimum per interpreter if 2 hours or less were reserved. If more than 2 hours were reserved the fee will be for the entire time reserved per interpreter.

Cancellations must be emailed to [partners@partnersincommunicationllc.com](mailto:partners@partnersincommunicationllc.com) or phoned in to 800-975-8150 at which time a confirmation of the cancellation will be sent to the requester. There must be enough lead-time to receive the message, process the cancellation and send confirmations. Please allow at least 15-30 minutes processing time; possibly more during busy morning hours. Changes that need to be made after business hours (6:30 pm PST) will not be accepted until the following morning unless they are called in and confirmed by our overnight staff (Ext 805). Cancellations are not final until confirmations have been sent back to the requester.

PLEASE NOTE: Phone messages are monitored 24/7. If you are close to the 48 business-hours mark, please consider placing a call in order to expedite the process. Example of 48 business-hours advanced notice: A cancellation for a job taking place on a Monday must be received no later than the job's start time on the Thursday prior. Saturday and Sunday do not fall under normal business hours.

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## Authorized Requests

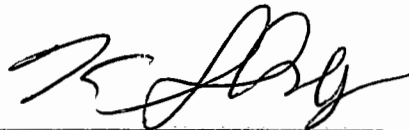
As the submitter of this form you agree to all policies listed above. In addition, you understand all future requests for services made under this agreement will be subject to these policies unless a new agreement has been implemented.

The policies are bound to this agreement and apply to all personnel within your organization making requests under this agreement.

## Information Needed When Making A Request For Service

- Date
- Time
- Location Address / Directions
- Phone Number(s)
- Description of Situation
- Names of People Involved
- Billing Information

 10/1/19  
Carolyn Schwartzbord, Director of Special Education

  
Kevin Skelly, PhD  
Superintendent, SMUHSN

Date

Please Fill Out the Following Fields

Fields marked with an \* are required

**Your Full Name \***

**Your Email Address \***

**Administrative Email Address**

**Billing Email Address**

**Company Name \***

**Company Address \***

**Company City \***

Company State \*

Zip Code \*

Primary Phone \*

Appt In Question

☐ I agree to all terms and conditions state on this page \*GRIDCHECK  
ACCESS

CONNECT WITH US

CONTACT

Username



800.975.8150 voice

800.975.8150 fax



Partners@partnersincommunicationllc.com

Password

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Serving your Interpreting and Consulting Needs