

Agreement Between the San Mateo County Office of Education and Redwood City School District

This Agreement is entered into this 1st day of October, 2026 by and between the San Mateo County Superintendent of Schools on behalf of the San Mateo County Office of Education, hereinafter called “**SMCOE**”, and Redwood City School District, hereinafter called “**Entity**”, (collectively referred to as “Parties”).

* * *

Whereas, it is necessary and desirable that SMCOE perform work/services for Entity for the purpose of providing Positive Behavioral Interventions and Supports Tier 1 professional learning, technical assistance, implementation assessment, and recognition support during the 2026–2027 school year..

Now, therefore, it is agreed by the Parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

2. Services to be performed by SMCOE

In consideration of the payments set forth in this Agreement and in Exhibit B, SMCOE shall perform services for Entity in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by SMCOE in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, Entity shall make payment to SMCOE based on the rates and in the manner specified in Exhibit B. In no event shall Entity’s total fiscal obligation under this Agreement exceed TEN THOUSAND DOLLARS (\$10,000). In the event that Entity makes any advance payments, SMCOE agrees to refund any amounts in excess of the amount owed by Entity at the time of contract termination or expiration.

4. Term

The term of this Agreement shall be from October 1st , 2026, through June 30th , 2027.

5. Termination

This Agreement may be terminated by SMCOE; by SMCOE’s Deputy Superintendent of Business Services or his/her designee; or by Entity at any time without a requirement of good cause upon thirty (30) days’ advance written notice to the other party. In the event of termination, SMCOE shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

6. Relationship of Parties

It is expressly understood that this is an agreement between two independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both SMCOE and Entity is to create an independent contractor relationship.

7. Hold Harmless

Each party shall defend, indemnify, and hold the other party, its officers, agents, subcontractors, and employees harmless from and against any and all liability, loss, expense, attorneys’ fees or claims for injury or damages arising out of the

performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, subcontractors, or employees.

8. Assignability and Subcontracting

SMCOE shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by SMCOE under this Agreement without the prior written consent of Entity.

9. Insurance

a. General Requirements

Entity shall advise SMCOE of any insurance coverage requirements, and SMCOE shall provide evidence of appropriate coverage to Entity upon request.

b. Workers' Compensation and Employer's Liability Insurance

Each party to this Agreement shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, each party certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

SMCOE shall be insured during the term of this Agreement under such bodily injury liability and property damage liability insurance as shall reasonably protect SMCOE and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from SMCOE's operations under this Agreement, whether such operations be by SMCOE, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them.

10. Retention of Records; Right to Monitor and Audit

Each party shall maintain all required records relating to services provided under this Agreement for three (3) years after Entity makes final payment and all other pending matters are closed, and such records shall be subject to the examination and/or audit by the other party, a Federal grantor agency, and the State of California.

Each party agrees upon reasonable notice to provide to the other party, to any Federal or State department having monitoring or review authority, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

11. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

12. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

13. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of SMCOE, to:

Name/Title: Kris Shouse, Associate Superintendent, Educational Services

Address: 101 Twin Dolphin Drive, Redwood City, Ca 94065

Telephone: 650-802-5426

Email: kshouse@smcoe.org

In the case of Entity, to:

Name/Title: Rick Edson , Chief Business Official

Address: 750 Bradford St, Redwood City, CA 94063

Telephone: 650-482-2232

Facsimile: 650-482-2215

Email: redson@rcsdk8.net

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Entity:

RE

Rick Edson
Chief Business Official

Signature

Date

Dr. Christian J. Rubalcaba
Superintendent

Signature

Date

For the SMCOE:

Kevin J. Bultema, Deputy Superintendent, Business Services

Signature

Kevin J. Bultema

Date 10 / 02 / 2026

K.S. 2026-10-01

V.C. 2026-10-01

EXHIBIT A

In consideration of the payments set forth in Exhibit B and subject to the terms of the Agreement, SMCOE shall provide the following services:

Description of Services to be performed by SMCOE:

The purpose of this partnership is to strengthen Tier 1 PBIS implementation across participating schools and build the capacity of administrators and school leadership teams to lead, monitor, and sustain schoolwide implementation.

The work will emphasize development of effective leadership teams and implementation structures; culturally relevant schoolwide expectations, acknowledgment systems, and behavior-support practices; and systems for monitoring, evaluating, and responding to student and implementation data.

Scope of Services:

Facilitate (3) half-day PBIS Tier 1 implementation sessions for each Cohort (2 cohorts total). Each date will include:

- Cohort 1: 8:00–11:00 a.m. (Clifford and Hoover Schools)
- Cohort 2: 12:00–3:00 p.m. (Adelante Selby, Garfield and Orion Schools)

Professional learning and technical assistance may include:

- PBIS leadership-team structures and operating procedures.
- Schoolwide expectations and teaching systems.
- Acknowledgment and reinforcement systems.
- Consistent, instructional, and culturally relevant responses to behavior.
- Student, family, and staff voice in implementation.
- Use of disaggregated student and implementation data.
- Action planning and continuous improvement.
- Sustainability and shared ownership of PBIS implementation.

SMCOE will provide (1) one-hour overview of the Tiered Fidelity Inventory 3.0 for district schools that are not participating in the two PBIS cohorts.

- The session will introduce participants to the purpose, structure, and use of the TFI 3.0 as a tool for assessing PBIS implementation and guiding continuous improvement.

During spring 2027, SMCOE will facilitate one Tiered Fidelity Inventory assessment and site walkthrough at each of the five participating schools, for a total of (5) assessments.

Each assessment will include:

- Preparation and coordination with the school's PBIS leadership team.
- Facilitation of the applicable TFI 3.0 assessment process.
- A site walkthrough to examine evidence of schoolwide PBIS implementation.
- Review of relevant implementation information and supporting documentation.
- Discussion of strengths and priority areas for continued development.
- Support in using the results to guide site-level action planning and continuous improvement.

CAPBIS Recognition Support

SMCOE will support participating schools in determining their readiness to apply for California PBIS Recognition**. Support may include:

- Reviewing TFI 3.0 results and other required implementation evidence.
- Identifying areas requiring additional development.
- Clarifying recognition criteria and application requirements.
- Assisting schools in organizing documentation and preparing recognition materials.
- Providing technical assistance during the application process.

** Recognition is determined by the California PBIS Coalition and is not guaranteed through this agreement.

Summary of Deliverables:

- Three half-day PBIS Tier 1 for Cohort 1
- Three half-day PBIS Tier 1 for Cohort 2
- One one-hour TFI 3.0 overview for district schools not participating in the cohorts.
- One facilitated TFI 3.0 assessment and site walkthrough at each of the five participating schools.
- Technical assistance to support completion and use of the TFI 3.0.
- Support in using implementation data for action planning and continuous improvement.
- Support for participating schools pursuing California PBIS Recognition.

Anticipated Outcomes:

- Participating schools will establish or strengthen core, equity-focused PBIS and school-climate systems.
- Administrators and leadership teams will increase their understanding of effective PBIS implementation practices.
- Participating schools will strengthen PBIS leadership teams and structures that support sustainable implementation.
- Schools will improve consistency in culturally relevant expectations, acknowledgment systems, and behavior-support processes.
- Leadership teams will increase their use of student and implementation data to guide decisions and action planning.
- Participating schools will strengthen systems for monitoring, evaluating, and responding to student needs.
- Staff will increase their understanding of equitable PBIS implementation practices.
- Students with disabilities and students from other underserved groups will have improved access to preventive and early-intervention supports.
- Schools will increase their use of Tier 1 supports to address student needs before referral to more intensive interventions.
- Participating schools will be better prepared to pursue California PBIS Recognition.

14. Exhibit B

In consideration of the services provided by SMCOE described in Exhibit A and subject to the terms of the Agreement, Entity shall pay SMCOE based on the following fee schedule and terms:

Total amount for services under this agreement, **SHALL NOT EXCEED: \$10,000**

Invoice will be sent by April 15, 2027

Payment Due: June 1, 2027