## COUNTY OF SAN MATEO

## **County Manager's Office**

**Date:** December 11, 2001

TO: Honorable Board of Supervisors
FROM: John L. Maltbie, County Manager
SUBJECT: <u>2001-02 After-School Homework Center Agreements with Cities</u>

#### RECOMMENDATION

Adopt a resolution authorizing the execution of individual Grant Agreements with the cities of Daly City, East Palo Alto, Menlo Park, Pacifica, San Carlos, San Mateo and South San Francisco for the operation of After-School Homework Centers during the 2001-02 School Year.

#### Background and Discussion

As part of the FY 2001-02 Adopted Budget, the Board approved \$200,000 to continue the County's existing Homework Centers program by providing grants to individual cities for the operation of after-school homework centers. The purpose of the centers is to provide K-8 students with a safe, easily accessible location where they can study or receive help completing school assignments.

Applications for funding were sent to all cities during the month of August. The seven cities currently receiving funding submitted applications and funding requests. No other city applied for funds. After a review of all applications, a total of \$214,133 was approved for all seven cities. This is an increase of \$26,986 from the amount approved in the prior year, and includes the establishment of two more homework center sites in Daly City and an increase in number of students served by Menlo Park at the Belle Haven Community Library. The allocation of funds among the cities and highlighted performance measures and targets for each city can be found on the next page. Targeted improvements over the prior school year are as follows:

- □ 160 additional individual students served during the school year (total 1,384 served)
- □ 97 additional students served on an average daily basis (total 507 average daily attendance)
- □ 7 additional high school students trained to tutor (total 93 trained tutors)
- □ 11% increase in students at risk of retention who are promoted to the next grade (total 375 students promoted for a 92% promotion rate)
- □ 3% increase in students showing improvement in grades (total 1,141 students served or 81%)

City	County Grant Amount	Use of Funds
Daly City	\$40,000	Increase of \$20,000; Continuation of homework centers at Marjorie Tobias and Daniel Webster Elementary Schools and establishment of homework center sites at Christopher Columbus and Bayshore Elementary Schools.
East Palo Alto	23,040	Continuation of Quest Homework Center in East Palo Alto Library
Menlo Park	26,980	Increase of \$6,991; Continuation of homework center at Belle Haven Community Library in Belle Haven Elementary School; will serve additional 21 students on average per day (from 39 to 60)
Pacifica	13,920	Continuation of homework center in Pacifica Library
San Carlos	45,260	Continuation of homework center at San Carlos Youth Center
San Mateo	42,333	Continuation of homework centers at Dr. Martin Luther King Recreational Center (Homework Central) and Mid-Peninsula Boys and Girls Club
South San Francisco	22,600	Continuation of Homework Club and Start Now programs at Community Learning Center
TOTAL GRANTS	\$214,133	

PERFORMANCE MEASURES	Daly City	East Palo Alto	Menio Park	Pacifica	San Carlos	San Mateo	South San Francisco	
Total number of individual students served during school year	150	100	72	65	150	722	125	1.384
Average number of students served per day (ADA)	100	25	60	20	50	192	60	507
Number of high school students trained to tutor	26	11	8	3	12	29	4	93
Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school								
- Number	145	40	60	50	50	91	65	501
- Percent	88%	80%	100%	100%	100%	100%	100%	95%
Students at risk of retention who are promoted to the next grade								
- Number	75	45	10	6	100	85	54	375
- Percent	100%	90%	71%	100%	100%	84%	96%	92%
Students who show improvement in Grades:								
- Number	140	80	60	35	150	592	84	1,141
- Percent	93%	80%	83%	54%	100%	90%	67%	81%
- Number (English Learners)	36	63	48	20	3	88	120	378
- Percent (English Learners)	100%	100%	96%	87%	30%	53%	96%	80%
Students who show improvement in Attendance:								
- Number	130	70	55	16	120	592	63	1,046
- Percent	87%	70%	76%	25%	80%	90%	50%	68%

### Fiscal Impact

Total grant amount specified in the agreements with the seven cities is \$214,133. The Board approved \$200,000 from the General Fund for this purpose in the FY 2001-02 Budget. The remainder will come from unspent grant funds from the prior year (\$12,853) and available appropriations within the Memberships and Contributions budget (\$1,280).

### RESOLUTION NO.

### BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

#### \* \* \* \* \* \* \* \* \* \*

## RESOLUTION AUTHORIZING EXECUTION OF INDIVIDUAL GRANT AGREEMENTS WITH THE CITIES OF DALY CITY, EAST PALO ALTO, MENLO PARK, PACIFICA, SAN CARLOS, SAN MATEO AND SOUTH SAN FRANCISCO FOR AFTER-SCHOOL HOMEWORK CENTERS DURING THE 2001-02 SCHOOL YEAR

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance individual agreements, reference to which is hereby made for further particulars, whereby the cities of Daly City, East Palo Alto, Menlo Park, Pacifica, San Carlos, San Mateo and South San Francisco establish or expand After-School Homework Centers in San Mateo County for the period of September 1, 2001 through August 31, 2002 for a total amount not to exceed \$214,133; and

WHEREAS, this Board has been presented with forms of the Agreements and has examined and approved them as to both form and content and desires to enter into the Agreements:

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be, and is hereby authorized and directed to execute said Agreements for and on behalf of the County of San Mateo, and the Clerk of the Board shall attest the President's signature thereto.

- 3 -

# 2001-02 GRANT AGREEMENT

ς .

## BETWEEN

# COUNTY OF SAN MATEO

## AND

# **CITY OF DALY CITY**

## FOR

# AFTER SCHOOL HOMEWORK CENTERS

### GRANT AGREEMENT BETWEEN SAN MATEO COUNTY AND CITY OF DALY CITY FOR 2001-02 HOMEWORK CENTERS

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001 by and between San Mateo County ("County") and the City of Daly City ("City").

#### RECITALS

WHEREAS, the Board of Supervisors in consultation with the City Council, has determined that many of our elementary school-aged children would benefit from an after school academic program designed to motivate and support youth in improving academic achievement; and

WHEREAS, the City is prepared to administer grants for homework centers under the guidelines established in consultation with the Board of Supervisors:

NOW, THEREFOR, in exchange for the covenants set forth below, the parties agree as follows:

#### I. CITY'S RESPONSIBILITIES:

A. In exchange for the payments set forth herein, City agrees to establish and administer
a homework center for students in grades K-8 which meets performance targets specified in
Exhibits 2A and 2B or shows performance improvement from the previous school year.
City will provide a suitable environment for a minimum average daily attendance of 25
students to complete homework assignments, read, conduct research, and receive tutoring
assistance.

- 1 -

B. The Homework Center will operate for an average of 12 to 15 hours per week.

C. The Homework Center will be staffed at all times by at least one adult supervisor/administrator.

D. City will hire and pay high school students to serve as mentors/tutors, and will develop criteria for selecting and monitoring tutors and provide ongoing training for the tutors.

E. No fee will be charged to participating students.

F. City will ensure that participating students have access to technology necessary to complete their homework.

G. City will design and implement curriculum modules and provide necessary materials and equipment needed in the Centers.

H. City will allocate funds from City and other sources equal to the Grant Award set forth in Part II, below. Said funds will be expended on a dollar for dollar matching basis with the Grant Award in accordance with the Homework Center Budget, attached hereto as Exhibits 1A and 1B. Funds from the Grant Award, City and other sources shall be in addition to and shall not supplant the current program budget.

I. City shall submit performance data to County on July 31 (for the school year) in accordance with the Performance Targets submitted to County, attached hereto as Exhibits 2A and 2B. County will be permitted to observe the program, meet with Homework Center staff, and review the curriculum and financial documents. City will allow County to audit the program's performance data and financial documents.

- 2 -

-

#### II. COUNTY'S RESPONSIBILITIES:

In consideration of City's administration of the homework centers in accordance with the provisions of this Agreement, County shall pay to City <u>\$40,000</u> ("Grant Award") upon execution of this Agreement.

### III. TERM OF THE AGREEMENT

The term of the agreement shall commence on September 1, 2001 and terminate on August 31, 2002, unless sooner terminated in accordance with the terms of this Agreement.

### IV. RELATIONSHIP OF THE PARTIES

Under no circumstances shall this Agreement be construed to create an agency, partnership or joint venture between City and County.

### V. INDEMNIFICATION AND HOLD HARMLESS

The City shall indemnify and save harmless the County, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person, including City, or damage to property of any kind whatsoever and to whomsoever belonging, resulting from the performance of any work required by this Agreement of City, its officers, agents, employees and/or servants, provided that this shall not apply to injuries or damage for which County have been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The County shall indemnify and save harmless the City, its officers, agents,

- 3 -

employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person, including County, or damage to property of any kind whatsoever and to whomsoever belonging, resulting from the performance of any work required by this Agreement of County, its officers, agents, employees and/or servants, provided that this shall not apply to injuries or damage for which City has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

#### VI. TERMINATION OF AGREEMENT

ĉ

Upon the mutual consent of the parties, this Agreement may be terminated at any time.

County may terminate this Agreement in whole or in part upon 15 days written notice to City specifying City's breach of any of the terms of this Agreement, provided that if City cures the breach within the 15 days notice period to the satisfaction of the County the contract will not terminate. Alternatively, City may initiate a cure within the 15 days notice period to the satisfaction of County that the cure will be completed within a time specified in writing at that time by the County, the contract will not be terminated, provided that in the event City fails to initiate the cure within the 15 days or fails to complete the cure within the time specified in writing, the contract will terminate. City shall be given the opportunity to provide information to County as to its cure or attempted cure prior to such termination. For purposes of this paragraph, County means the County Manager or his designee.

#### VII. RETURN OF FUNDS

Upon the conclusion of the Agreement, whether pursuant to paragraph III or by

Ξ

- 4 -

paragraph VI, any unexpended funds shall be returned to the County.

#### VIII. COMPLIANCE WITH ALL LAWS

City shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Without limiting the generality of the foregoing, City shall not discriminate, in any way, against any person on the basis of race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status in connection with or related to the performance of this Agreement.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the City to penalties, to be determined by the County Manager, including but not limited to: i) termination of this Agreement; ii) disqualification of the City from bidding on or being awarded a County contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to: i) examine City's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to City under the Agreement or another Agreement between City and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days

- 5 -

of such filing, provided that within such 30 days such entity has not notified City that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. City shall provide County with a copy of its response to the Complaint when filed.

With respect to the provision of employee benefits, City shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

### IX. MISCELLANEOUS PROVISIONS

A. The parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of California and any action arising from this agreement shall have as its venue the County of San Mateo.

B. The headings of the sections and subsections of this Agreement are inserted for convenience only. They do not constitute a part of this Agreement and shall not be used in its construction.

C. The waiver by County of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

D. Any and all exhibits which are referred to in this Agreement are incorporated herein by reference and are deemed a part of this Agreement. This Agreement may only be amended by formal written agreement executed by both parties.

E. If a court of competent jurisdiction adjudges any provision of this Agreement as void

- 6 -

or unenforceable, the remaining provisions shall not be affected hereby and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

County of San Mateo

City of Daly City

Bν			
	 	 _	

City	of Dary City
Bý	flint
	City Manager

### - EXHIBIT 1A - 2001-02 Homework Center Budget Summary TOBIAS AND WEBSTER SCHOOLS

.

Ξ

•

ŵ

4

DALY CITY BUDGET	RATE PAID	# QTY	COUNTY FUNDS USED	MATCHING FUNDS USED	SOURCE OF MATCHING FUNDS
Tobias/Webster:					· · ·
Adult Supervisor (wages			······		······································
and benefits	\$15.06	19140	\$9,570	\$9,570	Daly City Parks & Rec
High School Tutors (wages					
and benefits)	\$7.24	16794	\$8,397	\$8,397	Daly City Parks & Rec
Other Labor (specify and					
include wages and benefits)			\$0	\$0	Daly City Parks & Rec
Instructional Materials:			\$125	\$125	
Fingerprinting Costs					
Technology Items:			\$50	\$50	Daly City Parks & Rec
Snacks/Food Items			\$200	\$200	Daly City Parks & Rec
Indirect Costs (include administrative oversight and Business Office expense)					
Other Items: Supplies,			<b>64 050</b>	<b>04.050</b>	
Rewards/Incentives, Trips			\$1,658	\$1,658	Daly City Parks & Rec
TOTAL			\$20,000	\$20,000	

## EXHIBIT 1B 2001-02 Homework Center Budget Summary COLUMBUS AND BAYSHORE SCHOOLS

Ċ

				1	
-					
	·		COUNTY	MATCHING	
	RATE		FUNDS	FUNDS	SOURCE OF
DALY CITY BUDGET	PAID	# QTY	USED	USED	MATCHING FUNDS
Columbus/Bayshore:					
Adult Supervisor (wages			<u> </u>		
and benefits	\$15.06	19140	\$9,570	\$9,570	Daly City Parks & Rec
High School Tutors (wages					
and benefits)	\$7.24	16794	\$8,397	\$8,397	Daly City Parks & Rec
Other Labor (specify and					
include wages and benefits)			\$0		Daly City Parks & Rec
Instructional Materials:			\$125	\$125	
Fingerprinting Costs					······
Technology Items:			\$50	\$50	Daly City Parks & Rec
Snacks/Food Items			\$200	\$200	Daly City Parks & Rec
	j				
Indirect Costs (include				)	
administrative oversight and				]	
Business Office expense)					
Other Items: Supplies,			• · • • -		
Rewards/Incentives, Trips		·	\$1,658	\$1,658	Daly City Parks & Rec
			600.000	600.000	
TOTAL			\$20,000	\$20,000	
·				l	l

#### EXHIBIT 2A 2001-02 HOMEWORK CENTER PERFORMANCE MEASURES SUMMARY Tobias and Webster Schools

		· · · · · · · · · · · · · · · · · · ·	
		ACTUAL for School Year 2000-01	TARGET for School Yea 2001-02
		Tobias & Webster Elem School	Tobias & Webster Elem Schoo
Line #	PERFORMANCE MEASURES	Daly City	Daly City
	GENERAL INFORMATION:		
1	Total Homework Center Budget (include all funding sources)	\$40,000	\$40,000
2	Total number of individual students served during school year	71	75
3	Average number of students served per day (ADA)	49	50
4	Number of students served who are at risk of retention	25	25
5	Percent at risk of retention	35.2%	33.3
6	Number of students served who are English learners	11	11
7	Percent English learners	15.5%	14.7
8	Number of high school students trained to tutor	13	13
9	Average number of tutors on site per day	5	4
10	Cost per student served (Total Homework Center Budget/ADA)	\$ 816	\$ 80
	High School Tutor-to-Student Ratio (Average number of students	<del>•</del> • • • • •	<u> </u>
11	served per day divided by Average number of tutors on site per day)	1 to 12.5	1 to 12.5
40	Llaurhausan Galadaa		67.04
12	Hourly wage for tutors Students who regularly use Homework Center (at least 2 days or 6	\$6.86	\$7.24
	hours per week)		
13a	- Number	64	6
13b	- Percent	90.0%	90.0
	PARTICIPANT/PARENT SURVEY RESPONSES:		
14	Total number of surveys received	50	7
	Survey respondents who strongly agree or agree that the Homework		
	Center provides participating students with a safe learning environment	-	
	after school		
15a	- Number	50	7
15b	<ul> <li>Percent</li> <li>Survey respondents who strongly agree or agree that the Homework</li> <li>Center is providing the necessary academic assistance to improve</li> </ul>	100.0%	100.0
	participating students' achievement		
16a	- Number	-	7
16b	- Percent	0.0%	100.0
	Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language		
17a	- Number responding as applicable	50	7
17b	- Number who strongly agree or agree	50	7
17c	- Percent	100.0%	100.0
	SCHOOL PERFORMANCE:		
-	Students at risk of retention who are promoted to the next grade		
18a	- Number	25	2
18b	- Percent	100%	100
	Students who show improvement in Grades:		
19a	- Number	67	7
19b	- Percent	93.7%	100.0
19c	- Number (English Learners)	11	1
19d	- Percent (English Learners)	100.0%	100.0
	Students who show improvement in Attendance:		
20a	- Number	64	7
	- Percent	90.1%	
20b	1 cloone		

÷

-

•

Ŧ

#### EXHIBIT 2B 2001-02 HOMEWORK CENTER PERFORMANCE MEASURES SUMMARY Columbus and Bayshore Schools

.

· .

		ACTUAL for	TARGET for
		School Year 2000-01	School Year 2001-02
		Bayshore & Columbus ElemSchl	Bayshore & Columbus ElemSchl
Line #	PERFORMANCE MEASURES	Daly City	Daly City
	GENERAL INFORMATION:	(	
1	Total Homework Center Budget (include all funding sources)	N/A	\$40,000
2	Total number of individual students served during school year	N/A	75
3	Average number of students served per day (ADA)	N/A	50
4	Number of students served who are at risk of retention	N/A	50
5	Percent at risk of retention	N/A	66.7%
6	Number of students served who are English learners	N/A	25
7	Percent English learners	N/A	33.3%
8	Number of high school students trained to tutor	N/A	13
9	Average number of tutors on site per day	N/A	4
10	Cost per student served (Total Homework Center Budget/ADA)	N/A	\$ 800
	High School Tutor-to-Student Ratio (Average number of students	1	
11	served per day divided by Average number of tutors on site per day)	N/A	1 to 12.5
4.0			
12	Hourly wage for tutors Students who regularly use Homework Center (at least 2 days or 6	N/A	\$7.24
	hours per week)		
13a	- Number	N/A	75
13b	- Percent	N/A	100.0%
			100.07
	PARTICIPANT/PARENT SURVEY RESPONSES:		
14	Total number of surveys received	N/A	100
	Survey respondents who strongly agree or agree that the Homework		
i	Center provides participating students with a safe learning		
	environment after school		
15a	- Number	N/A	75
15b	- Percent	N/A	75.0%
	Survey respondents who strongly agree or agree that the Homework		
	Center is providing the necessary academic assisstance to improve participating students' achievement		
16a	- Number	N/A	75
16b	- Percent	N/A N/A	75.0%
100			15.07
	Survey respondents who strongly agree or agree that there is		
1	sufficient support for second language learners in their primary		
47-	language		
17a	- Number responding as applicable	N/A	25
17b 17c	- Number who strongly agree or agree     - Percent	N/A N/A	25 100.0%
-170		11/0	100.07
_	SCHOOL PERFORMANCE:		
	Students at risk of retention who are promoted to the next grade		
18a	- Number	N/A	50
18b	- Percent	N/A	100%
	Students who show improvement in Grades:		
19a	- Number	N/A	65
19b	- Percent	N/A	86.7%
<u>19c</u>	- Number (English Learners)	N/A	25
19d	- Percent (English Learners)	N/A	100.0%
	Students who show improvement in Attendance:		
20a	- Number	N/A	55
20b	- Percent	N/A	73.3%

-

-

Ξ

.

## 2001-02 GRANT AGREEMENT

## BETWEEN

## COUNTY OF SAN MATEO

## AND

## **CITY OF EAST PALO ALTO**

## FOR

٠

## AFTER SCHOOL HOMEWORK CENTERS

ą.

### GRANT AGREEMENT BETWEEN SAN MATEO COUNTY AND CITY OF EAST PALO ALTO FOR 2001-02 HOMEWORK CENTERS

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001 by and between San Mateo County ("County") and the City of East Palo Alto ("City").

### RECITALS

WHEREAS, the Board of Supervisors in consultation with the City Council, has determined that many of our elementary school-aged children would benefit from an after school academic program designed to motivate and support youth in improving academic achievement; and

WHEREAS, the City is prepared to administer grants for homework centers under the guidelines established in consultation with the Board of Supervisors:

NOW, THEREFOR, in exchange for the covenants set forth below, the parties agree as follows:

#### I. CITY'S RESPONSIBILITIES:

A. In exchange for the payments set forth herein, City agrees to establish and administer a homework center for students in grades K-8 which meets performance targets specified in Exhibit 2 or shows performance improvement from the previous school year. City will provide a suitable environment for a minimum average daily attendance of 25 students to complete homework assignments, read, conduct research, and receive tutoring assistance.

B. The Homework Center will operate for an average of 12 to 15 hours per week.

-1-

ì

+6503631916

C. The Homework Center will be staffed at all times by at least one adult supervisor/administrator.

D. City will hire and pay high school students to serve as mentors/tutors, and will develop criteria for selecting and monitoring tutors and provide ongoing training for the tutors.

E No fee will be charged to participating students.

F. City will ensure that participating students have access to technology necessary to complete their homework.

G. City will design and implement curriculum modules and provide necessary materials and equipment needed in the Centers.

II. City will allocate funds from City and other sources equal to the Grant Award set forth in Part II, below. Said funds will be expended on a dollar for dollar matching basis with the Grant Award in accordance with the Homework Center Budget, attached hereto as Exhibit 1. Funds from the Grant Award, City and other sources shall be in addition to and shall not supplant the current program budget.

I. City shall submit performance data to County on July 31 (for the school year) in accordance with the Performance Targets submitted to County, attached hereto as Exhibit 2. County will be permitted to observe the program, meet with Homework Center staff, and review the curriculum and financial documents. City will allow County to audit the program's performance data and financial documents.

- 2 -

+6503631916

#### **II.** COUNTY'S RESPONSIBILITIES:

In consideration of City's administration of the homework centers in accordance with the provisions of this Agreement, County shall pay to City <u>\$23,040</u> ("Grant Award") upon execution of this Agreement

#### **III.** TERM OF THE AGREEMENT

The term of the agreement shall commence on September 1, 2001 and terminate on August 31, 2002, unless sooner terminated in accordance with the terms of this Agreement.

#### IV. RELATIONSHIP OF THE PARTIES

Under no circumstances shall this Agreement be construed to create an agency, partnership or joint venture between City and County.

#### V. INDEMNIFICATION AND HOLD HARMLESS

The City shall indemnify and save harmless the County, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person, including City, or damage to property of any kind whatsoever and to whomsoever belonging, resulting from the performance of any work required by this Agreement of City, its officers, agents, employees and/or servants, provided that this shall not apply to injuries or damage for which County have been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The County shall indemnify and save harmless the City, its officers, agents,

- 3 -

employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person, including County, or damage to property of any kind whatsoever and to whomsoever belonging, resulting from the performance of any work required by this Agreement of County, its officers, agents, employees and/or servants, provided that this shall not apply to injuries or damage for which City has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

#### VI. TERMINATION OF AGREEMENT

Upon the mutual consent of the parties, this Agreement may be terminated at any time.

County may terminate this Agreement in whole or in part upon 15 days written notice to City specifying City's breach of any of the terms of this Agreement, provided that if City cures the breach within the 15 days notice period to the satisfaction of the County the contract will not terminate. Alternatively, City may initiate a cure within the 15 days notice period to the satisfaction of County that the cure will be completed within a time specified in writing at that time by the County, the contract will not be terminated, provided that in the event City fails to initiate the cure within the 15 days or fails to complete the cure within the time specified in writing, the contract will terminate. City shall be given the opportunity to provide information to County as to its cure or attempted cure prior to such termination. For purposes of this paragraph, County means the County Manager or his designee.

#### VII. RETURN OF FUNDS

Upon the conclusion of the Agreement, whether pursuant to paragraph III or by

- 4 -

paragraph VI, any unexpended funds shall be returned to the County.

### VIII. COMPLIANCE WITH ALL LAWS

City shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Without limiting the generality of the foregoing, City shall not discriminate, in any way, against any person on the basis of race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status in connection with or related to the performance of this Agreement.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the City to penalties, to be determined by the County Manager, including but not limited to: i) termination of this Agreement; ii) disqualification of the City from bidding on or being awarded a County contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to: i) examine City's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to City under the Agreement or another Agreement between City and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days

- 5 -

of such filing, provided that within such 30 days such entity has not notified City that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. City shall provide County with a copy of its response to the Complaint when filed.

With respect to the provision of employee benefits, City shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

#### IX. MISCELLANEOUS PROVISIONS

A The parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of California and any action arising from this agreement shall have as its venue the County of San Mateo.

B. The headings of the sections and subsections of this Agreement are inserted for convenience only. They do not constitute a part of this Agreement and shall not be used in its construction.

C. The waiver by County of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

- D. Any and all exhibits which are referred to in this Agreement are incorporated herein by reference and are deemed a part of this Agreement. This Agreement may only be amended by formal written agreement executed by both parties.
- E. If a court of competent jurisdiction adjudges any provision of this Agreement as void

- 6 -

ŝ

or unenforceable, the remaining provisions shall not be affected hereby and shall remain in

full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

County of San Mateo

City of East Palo Alto

Ву \_\_\_\_

By mmilia Auda upopor

.

a 7**, 1** 4

۱.

.

EXHIBIT 1
2001-02 Homework Center Budget Summary

EAST PALO ALTO BUDGET	RATE PAID	# <u>Q</u> TY	COUNTY FUNDS USED	MATCHING FUNDS USED	SOURCE OF MATCHING FUNDS
Adult Supervisor (wages					
and benefits	\$20 00	1	\$10,920	\$2,282	
High School Tutors (wages	<b>4</b> 20 00		φ,0,520	~	· · · · · · · · · · · · · · · · · · ·
and benefits)	\$8.25	3	\$12,040	\$2,824	General Fund
Other Labor (specify and			1		
include wages and benefits)	\$32.29	1	\$0	\$5,517	Library
Instructional Materials					
Fingerprinting Costs	\$56 00	5		\$280	General Fund
Technology items	[		\$0	\$0	. <u> </u>
					Second Harvest Food
Snacks/Food Items			\$0	\$5,125	Bank
Indirect Costs (include					
administrative oversight and					
Business Office expense)				\$4,986	
Other Items Supplies			······		
Transportation, Field Trips,					
Rewards/Incentives			\$80	\$3,500	General Fund
TOTAL			\$23,040	\$24,514	

Page 1 of 1

#### EXHIBIT 2 2001-02 HOMEWORK CENTER PERFORMANCE MEASURES SUMMARY

ACTUAL for TARGET for School Year School Year 2000-01 2001-02 ---PERFORMANCE MEASURES East Palo Alto East Palo Alto Line # GENERAL INFORMATION: Total Homework Center Budget (include all funding sources) \$44,123 \$47,554 1 Total number of individual students served during school year 100 2 100 3 25 25 Average number of students served per day (ADA) 50 Number of students served who are at risk of retention 48 4 48 0% 5 50 0% Percent at risk of retention Number of students served who are English learners 6 57 63 Percent English learners 57.0% 7 63.0% 8 Number of high school students trained to lutor 11 11 Average number of tutors on site per day ĝ 3 10 Cost per student served (Total Homework Center Budget/ADA) \$ 1,765 1,902 High School Tutor-to-Student Ratio (Average number of students served per day divided by Average number of tutors on site per day) 11 1 to 8 1 to 6 8.25 9 00 12 Hourly wage for tutors ş Students who regularly use Homework Center (at least 2 days or 6 hours per week) 13a - Number 63 63 \_ 13b 63 0% - Percent <u>63 0%</u> PARTICIPANT/PARENT SURVEY RESPONSES: 14 Total number of surveys received 25 50 Survey respondents who strongly agree or agree that the Hornework Center provides participating students with a safe learning environment after school 158 40 - Number 19 76 0% 80 0% 75p - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement 16a - Number 18 50 16b - Percent 72 0% 100 0% Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language 17a NA 31 Number responding as applicable NA 31 17Þ - Number who strongly agree or agree - Percent NA 100 0% 17c SCHOOL PERFORMANCE: Students at risk of retention who are promoted to the next grade 18a - Number \* 16 45 40% 18b - Percent \* 90% Students who show improvement in Grades 79a - Number 29 80 190 - Percent " 72 5% 80 0% - Number (English Learners) \* 17 19c 63 100 0% 19d - Percent (English Learners) \* 42 5% Students who show improvement in Attendance 20a - Number NA 70 70.0% - Percent NA 20p 2000-01 actuals data related to students at risk of retention who are promoted to the next grade and students who show improvement in grades were based on the performance of the 40 students who attended the center for at least 3 days per week

11/7/01

## 2001-02 GRANT AGREEMENT

## BETWEEN

# COUNTY OF SAN MATEO

## AND

# **CITY OF MENLO PARK**

## FOR

# AFTER SCHOOL HOMEWORK CENTERS

## GRANT AGREEMENT BETWEEN SAN MATEO COUNTY AND CITY OF MENLO PARK FOR 2001-02 HOMEWORK CENTERS

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001 by and between San Mateo County ("County") and the City of Menlo Park ("City").

#### RECITALS

WHEREAS, the Board of Supervisors in consultation with the City Council, has determined that many of our elementary school-aged children would benefit from an after school academic program designed to motivate and support youth in improving academic achievement; and

WHEREAS, the City is prepared to administer grants for homework centers under the guidelines established in consultation with the Board of Supervisors:

NOW, THEREFOR, in exchange for the covenants set forth below, the parties agree as follows:

#### I. CITY'S RESPONSIBILITIES:

A. In exchange for the payments set forth herein, City agrees to establish and administer a homework center for students in grades K-8 which meets performance targets specified in Exhibit 2 or shows performance improvement from the previous school year. City will provide a suitable environment for a minimum average daily attendance of 25 students to complete homework assignments, read, conduct research, and receive tutoring assistance.

B. The Homework Center will operate for an average of 12 to 15 hours per week.

C. The Homework Center will be staffed at all times by at least one adult supervisor/administrator.

D. City will hire and pay high school students to serve as mentors/tutors, and will develop criteria for selecting and monitoring tutors and provide ongoing training for the tutors.

E. No fee will be charged to participating students.

F. City will ensure that participating students have access to technology necessary to complete their homework.

G. City will design and implement curriculum modules and provide necessary materials and equipment needed in the Centers.

H. City will allocate funds from City and other sources equal to the Grant Award set forth in Part II, below. Said funds will be expended on a dollar for dollar matching basis with the Grant Award in accordance with the Homework Center Budget, attached hereto as Exhibit 1. Funds from the Grant Award, City and other sources shall be in addition to and shall not supplant the current program budget.

I. City shall submit performance data to County on July 31 (for the school year) in accordance with the Performance Targets submitted to County, attached hereto as Exhibit 2. County will be permitted to observe the program, meet with Homework Center staff, and review the curriculum and financial documents. City will allow County to audit the program's performance data and financial documents.

- 2 -

#### **II. COUNTY'S RESPONSIBILITIES:**

In consideration of City's administration of the homework centers in accordance with the provisions of this Agreement, County shall pay to City <u>\$26,980</u> ("Grant Award") upon execution of this Agreement.

#### **II. TERM OF THE AGREEMENT**

The term of the agreement shall commence on September 1, 2001 and terminate on August 31,2002, unless sooner terminated in accordance with the terms of this Agreement.

#### IV. RELATIONSHIP OF THE PARTIES

Under no circumstances shall this Agreement be construed to create an agency, partnership or joint venture between City and County.

### **III. INDEMNIFICATION AND HOLD HARMLESS**

The City shall indemnify and save harmless the County, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person, including City, or damage to property of any kind whatsoever and to whomsoever belonging, resulting from the performance of any work required by this Agreement of City, its officers, agents, employees and/or servants, provided that this shall not apply to injuries or damage for which County have been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The County shall indemnify and save harmless the City, its officers, agents,

-3-

employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person, including County, or damage to property of any kind whatsoever and to whomsoever belonging, resulting from the performance of any work required by this Agreement of County, its officers, agents, employees and/or servants, provided that this shall not apply to injuries or damage for which City has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

### VI. TERMINATION OF AGREEMENT

Upon the mutual consent of the parties, this Agreement may be terminated at any time.

County may terminate this Agreement in whole or in part upon 15 days written notice to City specifying City's breach of any of the terms of this Agreement, provided that if City cures the breach within the 15 days notice period to the satisfaction of the County the contract will not terminate. Alternatively, City may initiate a cure within the 15 days notice period to the satisfaction of County that the cure will be completed within a time specified in writing at that time by the County, the contract will not be terminated, provided that in the event City fails to initiate the cure within the 15 days or fails to complete the cure within the time specified in writing, the contract will terminate. City shall be given the opportunity to provide information to County as to its cure or attempted cure prior to such termination. For purposes of this paragraph, County means the County Manager or his designee.

#### VII. RETURN OF FUNDS

Upon the conclusion of the Agreement, whether pursuant to paragraph III or by

- 4 -

paragraph VI, any unexpended funds shall be returned to the County.

### VIII. COMPLIANCE WITH ALL LAWS

City shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Without limiting the generality of the foregoing, City shall not discriminate, in any way, against any person on the basis of race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status in connection with or related to the performance of this Agreement.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the City to penalties, to be determined by the County Manager, including but not limited to: i) termination of this Agreement; ii) disqualification of the City from bidding on or being awarded a County contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to: i) examine City's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to City under the Agreement or another Agreement between City and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days

- 5 -

of such filing, provided that within such 30 days such entity has not notified City that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. City shall provide County with a copy of its response to the Complaint when filed.

With respect to the provision of employee benefits, City shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

### IX. MISCELLANEOUS PROVISIONS

A. The parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of California and any action arising from this agreement shall have as its venue the County of San Mateo.

B. The headings of the sections and subsections of this Agreement are inserted for convenience only. They do not constitute a part of this Agreement and shall not be used in its construction.

C. The waiver by County of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

D. Any and all exhibits which are referred to in this Agreement are incorporated herein by reference and are deemed a part of this Agreement. This Agreement may only be amended by formal written agreement executed by both parties.

E. If a court of competent jurisdiction adjudges any provision of this Agreement as void

- 6 -

or unenforceable, the remaining provisions shall not be affected hereby and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

County of San Mateo

By \_\_\_\_\_

City of Menlo Park By

### EXHIBIT 1 2001-02 Homework Center Budget Summary

	RATE		COUNTY FUNDS	MATCHING FUNDS	SOURCE OF
MENLO PARK BUDGET	PAID	# QTY	USED	USED	MATCHING FUNDS
Adult Supervisor (wages					
and benefits	\$31.00	1	\$0	\$13,020	General Fund
High School Tutors (wages				ļ	
and benefits)	\$7.54	6	\$22,620		
Other Labor (specify and					
include wages and benefits)	\$20.00	1	\$3,360	\$5,040	
Instructional Materials: Start					
up instructional supply			\$1,000	\$118	Peninsula Partnership
Fingerprinting Costs					Peninsula Partnership
Technology Items:					
Snacks/Food Items				\$3,024	USDA
Indirect Costs (include					
administrative oversight and					
Business Office expense)			,	\$5,376	Peninsula Partnership
Other Items: Supplies,					
Rewards/Incentives, Trips					
TOTAL			\$26,980	\$26,980	
					· .

			r · · · · · · · · · · · · · · · · · · ·
		ACTUAL for	TARGET for
l		School Year	School Year
		2000-01	2001-02
Line #	PERFORMANCE MEASURES	Menio Park	Menlo Park
			Wentoraik
L	· · · · · · · · · · · · · · · · · · ·		
	GENERAL INFORMATION:		
1	Total Homework Center Budget (include all funding sources)	\$39,978	\$53,960
2	Total number of individual students served during school year	56	72
3	Average number of students served per day (ADA)	39	60
4	Number of students served who are at risk of retention	ла	14
5	Percent at risk of retention	na	23%
6	Number of students served who are English learners	37	50
7	Percent English learners	66%	69%
8	Number of high school students trained to tutor	8	8
· · · · · · · · · · · · · · · · · · ·		·	
9	Average number of tutors on site per day	8	6
10	Cost per student served (Total Homework Center Budget/ADA)	\$1,025	\$ 899
	High School Tutor-to-Student Ratio (Average number of students		
11	served per day divided by Average number of tutors on site per day)	1 to 5	1 to 10
12	Hourly wage for tutors	\$ 7.00	\$ 7.00
	Students who regularly use Homework Center (at least 2 days or 6		
	hours per week)		
13a	- Number	56	65
13b	- Percent	100%	90%
		10070	
l	PARTICIPANT/PARENT SURVEY RESPONSES:		
11	Total number of surveys received	25	60
		25	
	Survey respondents who strongly agree or agree that the Homework		
1			
	Center provides participating students with a safe learning environment		
	Center provides participating students with a safe learning environment after school		
15a	Center provides participating students with a safe learning environment after school - Number	25	60
15a 15b	Center provides participating students with a safe learning environment after school - Number - Percent	25	60 100%
	Center provides participating students with a safe learning environment after school - Number		
	Center provides participating students with a safe learning environment after school - Number - Percent		
	Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework		
15b	Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement	100%	100%
15b 16a	Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number	23	100% 55
15b	Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement	100%	100%
15b 16a	Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number	23	100% 55
15b 16a	Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number	23	100% 55
15b 16a	Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number - Percent	23	100% 55
15b 16a 16b	Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number - Percent Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language	100% 23 92%	55 92%
15b 16a 16b 17a	Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number - Percent Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language - Number responding as applicable	23 92% 25	55 92% 50
15b 16a 16b 17a 17b	Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number - Percent Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language - Number responding as applicable - Number who strongly agree or agree	23 92% 25 23	100% 55 92% 50 47
15b 16a 16b 17a	Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number - Percent Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language - Number responding as applicable	23 92% 25	55 92% 50
15b 16a 16b 17a 17b	Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number - Percent Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language - Number responding as applicable - Number who strongly agree or agree	23 92% 25 23	100% 55 92% 50 47
15b 16a 16b 17a 17b	Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number - Percent Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language - Number responding as applicable - Number who strongly agree or agree - Percent SCHOOL PERFORMANCE:	23 92% 25 23	100% 55 92% 50 47
15b 16a 16b 17a 17b 17c	Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number - Percent Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language - Number responding as applicable - Number who strongly agree or agree - Percent SCHOOL PERFORMANCE: Students at risk of retention who are promoted to the next grade	100% 23 92% 25 23 92%	100% 55 92% 50 47 94%
15b 16a 16b 17a 17b 17c	Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number - Percent Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language - Number responding as applicable - Number who strongly agree or agree - Percent SCHOOL PERFORMANCE: Students at risk of retention who are promoted to the next grade - Number	100% 23 92% 25 23 92% NA	100% 55 92% 50 47 94% 10
15b 16a 16b 17a 17b 17c	Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number - Percent Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language - Number responding as applicable - Number who strongly agree or agree - Percent SCHOOL PERFORMANCE: Students at risk of retention who are promoted to the next grade - Number - Percent	100% 23 92% 25 23 92%	100% 55 92% 50 47 94%
15b 16a 16b 17a 17b 17c 18a 18b	Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number - Percent Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language - Number responding as applicable - Number who strongly agree or agree - Percent SCHOOL PERFORMANCE: Students at risk of retention who are promoted to the next grade - Number - Percent Students who show improvement in Grades:	100% 23 92% 25 23 92% NA NA	100% 55 92% 50 47 94% 10 71%
15b 16a 16b 17a 17b 17c 18a 18b 19a	Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number - Percent Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language - Number responding as applicable - Number who strongly agree or agree - Percent SCHOOL PERFORMANCE: Students at risk of retention who are promoted to the next grade - Number - Percent Students who show improvement in Grades: - Number	100% 23 92% 25 23 92% NA NA NA 52	100% 55 92% 50 47 94% 10 71% 60
15b 16a 16b 17a 17b 17c 18a 18b	Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number - Percent Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language - Number responding as applicable - Number who strongly agree or agree - Percent SCHOOL PERFORMANCE: Students at risk of retention who are promoted to the next grade - Number - Percent Students who show improvement in Grades:	100% 23 92% 25 23 92% NA NA	100% 55 92% 50 47 94% 10 71%
15b 16a 16b 17a 17b 17c 18a 18b 19a	Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number - Percent Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language - Number responding as applicable - Number who strongly agree or agree - Percent SCHOOL PERFORMANCE: Students at risk of retention who are promoted to the next grade - Number - Percent Students who show improvement in Grades: - Number	100% 23 92% 25 23 92% NA NA NA 52	100% 55 92% 50 47 94% 10 71% 60
15b 16a 16b 17a 17b 17c 18a 18b 19a 19b	Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number - Percent Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language - Number responding as applicable - Number who strongly agree or agree - Percent SCHOOL PERFORMANCE: Students at risk of retention who are promoted to the next grade - Number - Percent Students who show improvement in Grades: - Number - Percent	100% 23 92% 25 23 92% NA NA NA 52 93% 36	100% 55 92% 50 47 94% 10 71% 60 83%
15b 16a 16b 17a 17b 17c 18a 18b 19a 19b 19c	Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number - Percent Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language - Number responding as applicable - Number who strongly agree or agree - Percent SCHOOL PERFORMANCE: Students at risk of retention who are promoted to the next grade - Number - Percent Students who show improvement in Grades: - Number - Percent - Percent - Number - Percent - Percent - Number - Percent - Number - Percent - Number - Percent - Number - Percent - Percent - Percent - Number - Percent - Perce	100% 23 92% 25 23 92% NA NA NA 52 93%	100% 55 92% 50 47 94% 10 71% 60 83% 48
15b 16a 16b 17a 17b 17c 18a 18b 19a 19b 19c 19d	Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number - Percent Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language - Number responding as applicable - Number who strongly agree or agree - Percent SCHOOL PERFORMANCE: Students at risk of retention who are promoted to the next grade - Number - Percent Students who show improvement in Grades: - Number - Percent - Percent Students who show improvement in Attendance:	100% 23 92% 25 23 92% NA NA NA 52 93% 36 97%	100% 55 92% 50 47 94% 10 71% 60 83% 48 96%
15b 16a 16b 17a 17b 17c 18a 18b 19a 19b 19c	Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number - Percent Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language - Number responding as applicable - Number who strongly agree or agree - Percent SCHOOL PERFORMANCE: Students at risk of retention who are promoted to the next grade - Number - Percent Students who show improvement in Grades: - Number - Percent - Percent - Number - Percent - Percent - Number - Percent - Number - Percent - Number - Percent - Number - Percent - Percent - Percent - Number - Percent - Perce	100% 23 92% 25 23 92% NA NA NA 52 93% 36	100% 55 92% 50 47 94% 10 71% 60 83% 48

## 2001-02 GRANT AGREEMENT

## BETWEEN

# COUNTY OF SAN MATEO

# AND

# **CITY OF PACIFICA**

# FOR

## AFTER SCHOOL HOMEWORK CENTERS

### GRANT AGREEMENT BETWEEN SAN MATEO COUNTY AND CITY OF PACIFICA FOR 2001-02 HOMEWORK CENTERS

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001 by and between San Mateo County ("County") and the City of Pacifica ("City").

### RECITALS

WHEREAS, the Board of Supervisors in consultation with the City Council, has determined that many of our elementary school-aged children would benefit from an after school academic program designed to motivate and support youth in improving academic achievement; and

WHEREAS, the City is prepared to administer grants for homework centers under the guidelines established in consultation with the Board of Supervisors:

NOW, THEREFOR, in exchange for the covenants set forth below, the parties agree as follows:

### I. CITY'S RESPONSIBILITIES:

A. In exchange for the payments set forth herein, City agrees to establish and administer a homework center for students in grades K-8 which meets performance targets specified in Exhibit 2 or shows performance improvement from the previous school year. City will provide a suitable environment for a minimum average daily attendance of 25 students to complete homework assignments, read, conduct research, and receive tutoring assistance.

B. The Homework Center will operate for an average of 12 to 15 hours per week.

- 1 -

C. The Homework Center will be staffed at all times by at least one adult supervisor/administrator.

D. City will hire and pay high school students to serve as mentors/tutors, and will develop criteria for selecting and monitoring tutors and provide ongoing training for the tutors.

E. No fee will be charged to participating students.

F. City will ensure that participating students have access to technology necessary to complete their homework.

G. City will design and implement curriculum modules and provide necessary materials and equipment needed in the Centers.

H. City will allocate funds from City and other sources equal to the Grant Award set forth in Part II, below. Said funds will be expended on a dollar for dollar matching basis with the Grant Award in accordance with the Homework Center Budget, attached hereto as Exhibit 1. Funds from the Grant Award, City and other sources shall be in addition to and shall not supplant the current program budget.

I. City shall submit performance data to County on July 31 (for the school year) in accordance with the Performance Targets submitted to County, attached hereto as Exhibit 2. County will be permitted to observe the program, meet with Homework Center staff, and review the curriculum and financial documents. City will allow County to audit the program's performance data and financial documents.

- 2 -

#### **II.** COUNTY'S RESPONSIBILITIES:

In consideration of City's administration of the homework centers in accordance with the provisions of this Agreement, County shall pay to City <u>\$13,920</u> ("Grant Award") upon execution of this Agreement.

### III. TERM OF THE AGREEMENT

The term of the agreement shall commence on September 1, 2001 and terminate on August 31, 2002, unless sooner terminated in accordance with the terms of this Agreement.

### IV. RELATIONSHIP OF THE PARTIES

Under no circumstances shall this Agreement be construed to create an agency, partnership or joint venture between City and County.

### V. INDEMNIFICATION AND HOLD HARMLESS

The City shall indemnify and save harmless the County, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person, including City, or damage to property of any kind whatsoever and to whomsoever belonging, resulting from the performance of any work required by this Agreement of City, its officers, agents, employees and/or servants, provided that this shall not apply to injuries or damage for which County have been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The County shall indemnify and save harmless the City, its officers, agents,

- 3 -

employees and servants from all claims. suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person, including County, or damage to property of any kind whatsoever and to whomsoever belonging, resulting from the performance of any work required by this Agreement of County, its officers, agents, employees and/or servants, provided that this shall not apply to injuries or damage for which City has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

### VI. TERMINATION OF AGREEMENT

Upon the mutual consent of the parties, this Agreement may be terminated at any time.

County may terminate this Agreement in whole or in part upon 15 days written notice to City specifying City's breach of any of the terms of this Agreement, provided that if City cures the breach within the 15 days notice period to the satisfaction of the County the contract will not terminate. Alternatively, City may initiate a cure within the 15 days notice period to the satisfaction of County that the cure will be completed within a time specified in writing at that time by the County, the contract will not be terminated, provided that in the event City fails to initiate the cure within the 15 days or fails to complete the cure within the time specified in writing, the contract will terminate. City shall be given the opportunity to provide information to County as to its cure or attempted cure prior to such termination. For purposes of this paragraph, County means the County Manager or his designee.

#### VII. RETURN OF FUNDS

Upon the conclusion of the Agreement, whether pursuant to paragraph III or by

- 4 -

paragraph VI, any unexpended funds shall be returned to the County.

#### VIII. COMPLIANCE WITH ALL LAWS

City shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Without limiting the generality of the foregoing, City shall not discriminate, in any way, against any person on the basis of race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status in connection with or related to the performance of this Agreement.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the City to penalties, to be determined by the County Manager, including but not limited to: i) termination of this Agreement; ii) disqualification of the City from bidding on or being awarded a County contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to: i) examine City's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to City under the Agreement or another Agreement between City and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days

- 5 -

of such filing, provided that within such 30 days such entity has not notified City that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. City shall provide County with a copy of its response to the Complaint when filed.

With respect to the provision of employee benefits, City shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

### IX. MISCELLANEOUS PROVISIONS

A. The parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of California and any action arising from this agreement shall have as its venue the County of San Mateo.

B. The headings of the sections and subsections of this Agreement are inserted for convenience only. They do not constitute a part of this Agreement and shall not be used in its construction.

C. The waiver by County of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

D. Any and all exhibits which are referred to in this Agreement are incorporated herein by reference and are deemed a part of this Agreement. This Agreement may only be amended by formal written agreement executed by both parties.

E. If a court of competent jurisdiction adjudges any provision of this Agreement as void

- 6 -

or unenforceable, the remaining provisions shall not be affected hereby and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

County of San Mateo

City of Pacifica

By \_\_\_\_\_

By	Com	 

### EXHIBIT 1 2001-02 Homework Center Budget Summary

			COUNTY	MATCHING	
	RATE		FUNDS	FUNDS	SOURCE OF
PACIFICA BUDGET	PAID	# QTY	USED	USED	MATCHING FUNDS
	· · · · · · · · · · · · · · · · · · ·				
Adult Supervisor (wages					
and benefits	\$20.00	11	\$5,400	\$3,000	Pacifica Partnership
High School Tutors (wages					Pacifa Library Gift
and benefits)	\$10.00	3	\$8,520	\$3,000	Fund
Other Labor (specify and					
include wages and benefits):					
Tech support staff	\$35.00	10 hrs		\$350	Library
Instructional Materials:					
Encyclopedia set, reference					Pacifica Friends of the
books, CD-Roms and books				\$1,350	Library
Fingerprinting Costs				\$100	City of Pacifica
Technology Items:				\$2,000	Library
Snacks/Food Items				\$1,000	Library/City of Pacifica
Indirect Costs (include					
administrative oversight and					
Business Office expense)				\$1,000	Library/City of Pacifica
					Library, Pacifica
					Businesses,
Other Items: Supplies,		•			Philanthropic Ventures
Rewards/Incentives				\$2,120	Grant
TOTAL			\$13,920	\$13,920	
	<u>.</u>				

#### EXHIBIT 2 2001-02 HOMEWORK CENTER PERFORMANCE MEASURES SUMMARY

		·	
	· · · · · · · · · · · · · · · · · · ·	·	
		ACTUAL for	
		School Year 2000-01	School Yea 2001-02
Line #	PERFORMANCE MEASURES	Pacifica	Pacifica
		1 active	T aomou
	GENERAL INFORMATION:		
1	Total Homework Center Budget (include all funding sources)	\$22,839	\$27,840
2	Total number of individual students served during school year	48	65
3	Average number of students served per day (ADA)	10	20
4	Number of students served who are at risk of retention	4	6
5	Percent at risk of retention	8.3%	9.2
<u>6</u> 7	Number of students served who are English learners Percent English learners	10 20.8%	23
8		4	35.4
	Number of high school students trained to tutor	3	
9 10	Average number of tutors on site per day Cost per student served (Total Homework Center Budget/ADA)	3 \$ 2,284	3 \$ 1,39
10	High School Tutor-to-Student Ratio (Average number of students	3 2,204	φ 1,39.
11	served per day divided by Average number of tutors on site per day)	1 to 3.33	1 to 6.66
	<u></u>		
12	Hourly wage for tutors	\$ 10.00	\$ 10.00
	Students who regularly use Homework Center (at least 2 days or 6		
	hours per week)		
13a	- Number	29	3
13b	- Percent	60.4%	60.0
	PARTICIPANT/PARENT SURVEY RESPONSES:		
14		48	5
	Survey respondents who strongly agree or agree that the Homework		
	Center provides participating students with a safe learning environment		
	after school		
15a	- Number	46	- 50
15b	- Percent	95.0%	100.0
	Survey respondents who strongly agree or agree that the Homework		
	Center is providing the necessary academic assisstance to improve		
16-	participating students' achievement	40	
16a 16b	- Number	46	4
100	- Percent	95.0%	95.0
	Survey respondents who strongly agree or agree that there is sufficient		
	support for second language learners in their primary language		
17a	- Number responding as applicable	10	1(
17b 17c	- Number who strongly agree or agree     - Percent	10 100.0%	100.0
1/0		100.078	100.0
	SCHOOL PERFORMANCE:		
	Students at risk of retention who are promoted to the next grade		
	- Number	4	
18a	- Percent	100%	100
18a 18b			
18b	Students who show improvement in Grades:		
18b 19a	Students who show improvement in Grades: - Number	24	
18b 19a 19b	Students who show improvement in Grades: - Number - Percent	50.0%	53.8
18b 19a 19b 19c	Students who show improvement in Grades: - Number - Percent - Number (English Learners)	50.0% NA	53.8
18b 19a 19b	Students who show improvement in Grades: - Number - Percent - Number (English Learners) - Percent (English Learners)	50.0%	53.8°
18b 19a 19b 19c 19d	Students who show improvement in Grades: - Number - Percent - Number (English Learners) - Percent (English Learners) Students who show improvement in Attendance:	50.0% NA NA	53.8° 20 87.0°
18b 19a 19b 19c	Students who show improvement in Grades: - Number - Percent - Number (English Learners) - Percent (English Learners)	50.0% NA	38 53.8° 20 87.0° 10 25.0°

# 2001-02 GRANT AGREEMENT

## BETWEEN

## COUNTY OF SAN MATEO

## AND

# **CITY OF SAN CARLOS**

## FOR

# AFTER SCHOOL HOMEWORK CENTERS

### GRANT AGREEMENT BETWEEN SAN MATEO COUNTY AND CITY OF SAN CARLOS FOR 2001-02 HOMEWORK CENTERS

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001 by and between San Mateo County ("County") and the City of San Carlos ("City").

### RECITALS

WHEREAS, the Board of Supervisors in consultation with the City Council, has determined that many of our elementary school-aged children would benefit from an after school academic program designed to motivate and support youth in improving academic achievement; and

WHEREAS, the City is prepared to administer grants for homework centers under the guidelines established in consultation with the Board of Supervisors:

NOW, THEREFOR, in exchange for the covenants set forth below, the parties agree as follows:

### I. CITY'S RESPONSIBILITIES:

A. In exchange for the payments set forth herein, City agrees to establish and administer a homework center for students in grades K-8 which meets performance targets specified in Exhibit 2 or shows performance improvement from the previous school year. City will provide a suitable environment for a minimum average daily attendance of 25 students to complete homework assignments, read, conduct research, and receive tutoring assistance.

B. The Homework Center will operate for an average of 12 to 15 hours per week.

- 1 -

C. The Homework Center will be staffed at all times by at least one adult supervisor/administrator.

D. City will hire and pay high school students to serve as mentors/tutors, and will develop criteria for selecting and monitoring tutors and provide ongoing training for the tutors.

E. No fee will be charged to participating students.

् - **२** 

F. City will ensure that participating students have access to technology necessary to complete their homework.

G. City will design and implement curriculum modules and provide necessary materials and equipment needed in the Centers.

H. City will allocate funds from City and other sources equal to the Grant Award set forth in Part II, below. Said funds will be expended on a dollar for dollar matching basis with the Grant Award in accordance with the Homework Center Budget, attached hereto as Exhibit 1. Funds from the Grant Award, City and other sources shall be in addition to and shall not supplant the current program budget.

I. City shall submit performance data to County on July 31 (for the school year) in accordance with the Performance Targets submitted to County, attached hereto as Exhibit 2. County will be permitted to observe the program, meet with Homework Center staff, and review the curriculum and financial documents. City will allow County to audit the program's performance data and financial documents.

- 2 -

### **II.** COUNTY'S RESPONSIBILITIES:

-6

In consideration of City's administration of the homework centers in accordance with the provisions of this Agreement, County shall pay to City <u>\$45,260</u> ("Grant Award") upon execution of this Agreement.

### III. TERM OF THE AGREEMENT

The term of the agreement shall commence on September 1, 2001 and terminate on August 31, 2002, unless sooner terminated in accordance with the terms of this Agreement.

### IV. RELATIONSHIP OF THE PARTIES

Under no circumstances shall this Agreement be construed to create an agency, partnership or joint venture between City and County.

### V. INDEMNIFICATION AND HOLD HARMLESS

The City shall indemnify and save harmless the County, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person, including City, or damage to property of any kind whatsoever and to whomsoever belonging, resulting from the performance of any work required by this Agreement of City, its officers, agents, employees and/or servants, provided that this shall not apply to injuries or damage for which County have been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The County shall indemnify and save harmless the City, its officers, agents,

- 3 -

employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person, including County, or damage to property of any kind whatsoever and to whomsoever belonging, resulting from the performance of any work required by this Agreement of County, its officers, agents, employees and/or servants, provided that this shall not apply to injuries or damage for which City has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

### VI. TERMINATION OF AGREEMENT

£ , E '

Upon the mutual consent of the parties, this Agreement may be terminated at any time.

County may terminate this Agreement in whole or in part upon 15 days written notice to City specifying City's breach of any of the terms of this Agreement, provided that if City cures the breach within the 15 days notice period to the satisfaction of the County the contract will not terminate. Alternatively, City may initiate a cure within the 15 days notice period to the satisfaction of County that the cure will be completed within a time specified in writing at that time by the County, the contract will not be terminated, provided that in the event City fails to initiate the cure within the 15 days or fails to complete the cure within the time specified in writing, the contract will terminate. City shall be given the opportunity to provide information to County as to its cure or attempted cure prior to such termination. For purposes of this paragraph, County means the County Manager or his designee.

#### VII. RETURN OF FUNDS

Upon the conclusion of the Agreement, whether pursuant to paragraph III or by

- 4 -

paragraph VI, any unexpended funds shall be returned to the County.

#### VIII. COMPLIANCE WITH ALL LAWS

City shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Without limiting the generality of the foregoing, City shall not discriminate, in any way, against any person on the basis of race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status in connection with or related to the performance of this Agreement.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the City to penalties, to be determined by the County Manager, including but not limited to: i) termination of this Agreement; ii) disqualification of the City from bidding on or being awarded a County contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to: i) examine City's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to City under the Agreement or another Agreement between City and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days

- 5 -

of such filing, provided that within such 30 days such entity has not notified City that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. City shall provide County with a copy of its response to the Complaint when filed.

With respect to the provision of employee benefits, City shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

#### IX. MISCELLANEOUS PROVISIONS

A. The parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of California and any action arising from this agreement shall have as its venue the County of San Mateo.

B. The headings of the sections and subsections of this Agreement are inserted for convenience only. They do not constitute a part of this Agreement and shall not be used in its construction.

C. The waiver by County of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

D. Any and all exhibits which are referred to in this Agreement are incorporated herein by reference and are deemed a part of this Agreement. This Agreement may only be amended by formal written agreement executed by both parties.

E. If a court of competent jurisdiction adjudges any provision of this Agreement as void

- 6 -

or unenforceable, the remaining provisions shall not be affected hereby and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

County of San Mateo

City of San Carlos

By Michael P. Gawey

By \_\_\_\_\_

### EXHIBIT 1 2001-02 Homework Center Budget Summary

Ľ.

	- <u></u>		COUNTY	MATCHING	1
	RATE		FUNDS	FUNDS	SOURCE OF
SAN CARLOS BUDGET	PAID	# QTY	USED	USED	MATCHING FUNDS
				· · · · · · · · · · · · · · · · · · ·	
Youth Development					
Supervisor				\$ 18,000	City of San Carlos
Youth Development					
Coordinator				\$ 15,000	City of San Carlos
Adult Supervisor-					
Credentialed (wages and					
benefits)	\$25.00	1	\$15,000		
					San Carlos School
		_			District/Parks and
Adult Staff	\$12.50	5	\$14,740	\$9,000	Recreation
					San Carlos School
High School Tutors (wages	<b>6</b> 0.00	40	¢44 500	<b>*</b> 5 <b>7</b> 00	District/Parks and
and benefits)	\$8.00	12	\$11,520	\$5,760	Recreation
Other Labor (specify and					· · · · · ·
include wages and benefits):					
Adult Supervisors-Non-					
Credentialed					
Instructional Materials			\$4,000		
			<u> </u>		San Carlos School
Fingerprinting Costs	\$56.00	10		\$560	District
Technology Items:				\$1,500	· · · · · · · · · · · · · · · · · · ·
Snacks/Food Items				\$1,800	
Indirect Costs (include					
administrative oversight and					
Business Office expense)			•		
Other Items: Computers,					City of San
Art/dance studio, cooking	ĺ				Carlos/Parks and
area, gym use				\$18,000	Recreation
	Ì			<b>.</b>	
TOTAL			\$45,260	\$69,620	
		1	· · · · · · · · · · · · · · · · · · ·	L	

		School Year 2000-01	TARGET for School Year 2001-02
Line #	PERFORMANCE MEASURES	San Carlos	San Carlos
······			
	GENERAL INFORMATION:		
1	Total Homework Center Budget (include all funding sources)	\$91,180	\$136,100
2	Total number of individual students served during school year	137	150
3	Average number of students served per day (ADA)	40	50
4	Number of students served who are at risk of retention	91	100
5	Percent at risk of retention	66.4%	66.7%
6	Number of students served who are English learners	9	10
7	Percent English learners	6.6%	6.7%
88	Number of high school students trained to tutor	11	12
9	Average number of tutors on site per day	2.5	2.5
10	Cost per student served (Total Homework Center Budget/ADA)	\$ 2,280	\$ 2,722
	High School Tutor-to-Student Ratio (Average number of students		
11	served per day divided by Average number of tutors on site per day)	1 to 6	1 to 6
12	Hourly wage for tutors	\$ 8.00	\$ 8.00
12	Students who regularly use Homework Center (at least 2 days or 6	\$ 8.00	\$ 8.00
	hours per week)		
13a	- Number	82	100
13b	- Percent	59.9%	66.7%
	PARTICIPANT/PARENT SURVEY RESPONSES:		
14		. 12	50
	Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment		
	after school		
15a	- Number	12	50
15b	- Percent	100.0%	100.0%
	Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement		
16a	- Number	11	50
16b	- Percent	91.7%	100.0%
	Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language		
17a	- Number responding as applicable	N/A	3
17b	- Number who strongly agree or agree	N/A	3
17c	- Percent	N/A	100:09
	SCHOOL PERFORMANCE:		
	Students at risk of retention who are promoted to the next grade		
18a	- Number	91	100
18b	- Percent	100%	100%
	Students who show improvement in Grades:	100 /0	1007
19a	- Number *	11	150
19b	- Percent *	91.7%	100.0%
19c	- Number (English Learners)	N/A	
19d	- Percent (English Learners)	N/A	30.0%
	Students who show improvement in Attendance:		
20a	- Number *	6	120
20a 20b	- Percent *	50.0%	80.0%
		50.078	
	* 2000-01 actuals for improvement in grades and attendance were		· · · · · · · · · · · · · · · · · · ·
	based on a total of 12 surveys to which responses were given in these		

# 2001-02 GRANT AGREEMENT

## BETWEEN

# COUNTY OF SAN MATEO

## AND

# **CITY OF SAN MATEO**

## FOR

# AFTER SCHOOL HOMEWORK CENTERS

### GRANT AGREEMENT BETWEEN SAN MATEO COUNTY AND CITY OF SAN MATEO FOR 2001-02 HOMEWORK CENTERS

This Agreement is made and entered into this <u>286</u> day of <u>November</u>, 2001 by and between San Mateo County ("County") and the City of San Mateo ("City").

### RECITALS

WHEREAS, the Board of Supervisors in consultation with the City Council, has determined that many of our elementary school-aged children would benefit from an after school academic program designed to motivate and support youth in improving academic achievement; and

WHEREAS, the City is prepared to administer grants for homework centers under the guidelines established in consultation with the Board of Supervisors:

**NOW, THEREFOR,** in exchange for the covenants set forth below, the parties agree as follows:

### I. CITY'S RESPONSIBILITIES:

A. In exchange for the payments set forth herein, City agrees to establish and administer a homework center for students in grades K-8 which meets performance targets specified in Exhibits 2A and 2B or shows performance improvement from the previous school year. City will provide a suitable environment for a minimum average daily attendance of 25 students to complete homework assignments, read, conduct research, and receive tutoring assistance.

- 1 -

B. The Homework Center will operate for an average of 12 to 15 hours per week.

C. The Homework Center will be staffed at all times by at least one adult supervisor/administrator.

D. City will hire and pay high school students to serve as mentors/tutors, and will develop criteria for selecting and monitoring tutors and provide ongoing training for the tutors.

E. No fee will be charged to participating students.

F. City will ensure that participating students have access to technology necessary to complete their homework.

G. City will design and implement curriculum modules and provide necessary materials and equipment needed in the Centers.

H. City will allocate funds from City and other sources equal to the Grant Award set forth in Part II, below. Said funds will be expended on a dollar for dollar matching basis with the Grant Award in accordance with the Homework Center Budget, attached hereto as Exhibits 1A and 1B. Funds from the Grant Award, City and other sources shall be in addition to and shall not supplant the current program budget.

I. City shall submit performance data to County on July 31 (for the school year) in accordance with the Performance Targets submitted to County, attached hereto as Exhibits 2A and 2B. County will be permitted to observe the program, meet with Homework Center staff, and review the curriculum and financial documents. City will allow County to audit the program's performance data and financial documents.

- 2 -

II. COUNTY'S RESPONSIBILITIES:

In consideration of City's administration of the homework centers in accordance with the provisions of this Agreement, County shall pay to City <u>\$42,333</u> ("Grant Award") upon execution of this Agreement.

### III. TERM OF THE AGREEMENT

The term of the agreement shall commence on September 1, 2001 and terminate on August 31, 2002, unless sooner terminated in accordance with the terms of this Agreement.

### IV. RELATIONSHIP OF THE PARTIES

Under no circumstances shall this Agreement be construed to create an agency, partnership or joint venture between City and County.

### V. INDEMNIFICATION AND HOLD HARMLESS

The City shall indemnify and save harmless the County, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person, including City, or damage to property of any kind whatsoever and to whomsoever belonging, resulting from the performance of any work required by this Agreement of City, its officers, agents, employees and/or servants, provided that this shall not apply to injuries or damage for which County have been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The County shall indemnify and save harmless the City, its officers, agents,

- 3 -

employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person, including County, or damage to property of any kind whatsoever and to whomsoever belonging, resulting from the performance of any work required by this Agreement of County, its officers, agents, employees and/or servants, provided that this shall not apply to injuries or damage for which City has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

### VI. TERMINATION OF AGREEMENT

Upon the mutual consent of the parties, this Agreement may be terminated at any .

County may terminate this Agreement in whole or in part upon 15 days written notice to City specifying City's breach of any of the terms of this Agreement, provided that if City cures the breach within the 15 days notice period to the satisfaction of the County the contract will not terminate. Alternatively, City may initiate a cure within the 15 days notice period to the satisfaction of County that the cure will be completed within a time specified in writing at that time by the County, the contract will not be terminated, provided that in the event City fails to initiate the cure within the 15 days or fails to complete the cure within the time specified in writing, the contract will terminate. City shall be given the opportunity to provide information to County as to its cure or attempted cure prior to such termination. For purposes of this paragraph, County means the County Manager or his designee.

#### VII. RETURN OF FUNDS

Upon the conclusion of the Agreement, whether pursuant to paragraph III or by

- 4 -

paragraph VI, any unexpended funds shall be returned to the County.

### VIII. COMPLIANCE WITH ALL LAWS

2.2

City shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Without limiting the generality of the foregoing, City shall not discriminate, in any way, against any person on the basis of race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status in connection with or related to the performance of this Agreement.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the City to penalties, to be determined by the County Manager, including but not limited to: i) termination of this Agreement; ii) disqualification of the City from bidding on or being awarded a County contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to: i) examine City's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to City under the Agreement or another Agreement between City and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days

- 5 -

of such filing, provided that within such 30 days such entity has not notified City that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. City shall provide County with a copy of its response to the Complaint when filed.

With respect to the provision of employee benefits, City shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

IX. MISCELLANEOUS PROVISIONS

A. The parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of California and any action arising from this agreement shall have as its venue the County of San Mateo.

B. The headings of the sections and subsections of this Agreement are inserted for convenience only. They do not constitute a part of this Agreement and shall not be used in its construction.

C. The waiver by County of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

D. Any and all exhibits which are referred to in this Agreement are incorporated herein by reference and are deemed a part of this Agreement. This Agreement may only be amended by formal written agreement executed by both parties.

E. If a court of competent jurisdiction adjudges any provision of this Agreement as void

- 6 -

or unenforceable, the remaining provisions shall not be affected hereby and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

County of San Mateo

Ву\_\_\_\_\_

City of San Mateo

Jelm NIHM By Johnt

- 7 -

### EXHIBIT 1A

2001-02 Homework Center Budget Summary - Mid-Peninsula Boys and Girls Club

SAN MATEO-MID PENINSULA BOYS &	RATE		COUNTY FUNDS	MATCHING FUNDS	SOURCE OF
GIRLS CLUB BUDGET	PAID	# QTY	USED	USED	MATCHING FUNDS
Adult Supervisor (wages					
and benefits	\$16.00	1	\$7,267	\$18,333	City of San Mateo
High School Tutors (wages and benefits)	\$7.00	20	\$9,500	\$1,700	Fitzpatrick Foundation
Other Labor (specify and include wages and benefits)					
Instructional Materials: writing supplies, paper products, educational					
exercises, books, instructional tools,					Phillip Morris, Fitzpatrick Foundation,
incentives			\$5,000	\$8,285	Kids & Families 1st
Fingerprinting Costs					
Technology Items			\$0	\$857	Electronic Arts
Snacks/Food Items			\$3,638	\$700	Fitzpatrick Foundation
Indirect Costs (include administrative oversight and					
Business Office expense) Other Items:					· · · · · · · · · · · · · · · · · · ·
TOTAL			\$25,405	\$29,875	

≈ `≈	EXHIBIT 1B 2001-02 Homework Center Budget Summary - Homework Central

SAN MATEO-Homework Central Budget	RATE PAID	# QTY	FUNDS USED	MATCHING FUNDS USED	SOURCE OF MATCHING FUNDS	
Adult Supervisor (wages				· · · · · · · · · · · · · · · · · · ·		
and benefits	\$14.32	3	\$3,104	\$33,750	Various Foundations	
High School Tutors (wages					· · · · · · · · · · · · · · · · · · ·	
and benefits)	\$8.00	6	\$13,824			
						·.
Other Labor (specify and						
include wages and benefits)				-		
Instructional Materials:					· · · · · · · · · · · · · · · · · · ·	
Fingerprinting Costs						
Technology Items:						
Snacks/Food Items						
		· · · · · · · · · · · · · · · · · · ·				
Indirect Costs (include						
administrative oversight and						
Business Office expense)						
Other Items: Supplies,	···					
Rewards/Incentives, Trips						
				·····		
TOTAL		·	\$16,928	\$33,750	······································	

School Year         School Year           2000-01         2001-02           Mid-Peninsula         Mid-Peninsula           Boys & Girls         San Mateo           San Mateo         San Mateo           GENERAL INFORMATION:         -           1         Total Homework Center Budget (include all funding sources)         \$50,810           2         Total Homework Center Budget (include all funding sources)         \$50,810           3         Average number of students served per day (ADA)         120           4         Number of students served who are at risk of retention         135           5         Percent at risk of retention         22.0%           6         Number of students served who are at risk of retention         30           3         Average number of students served who are at risk of retention         30           6         Number of students served who are at risk of retention         30           7         Percent English learners         4.9%           10         Cost per student served (Total Homework Center Budget/ADA)         \$         423           11         served per day divided by Average number of students         5         6           12         Hourly wage for tutors         \$         6         5				
Boys & Gints         Boys & Gints         Club         San Mateo           Line #         PERFORMANCE MEASURES         San Mateo         San Mateo           GENERAL INFORMATION:			School Year	TARGET for School Year 2001-02
1       Total Homework Center Budget (include all funding sources)       \$50,810       \$55,280         2       Total number of students served during school year       615       650         3       Average number of students served who are at risk of retention       135       70         5       Percent at risk of retention       135       70         6       Number of students served who are English learners       30       34         7       Percent English learners       4.9%       5.2°         8       Number of students served who are English learners       30       22       2         10       Cost per student served (Total Homework Center Budget/ADA)       \$       423       \$       46°         11       served per day divided by Average number of students       \$       1       to 60       1       1       660         12       Hourly wage for tutors       \$       \$       5.25       \$       7.00         13a       - Number       Students who strongly agree or agree that the Homework       500       611       6161         13b       - Percent       94.3%       94.69       94.69       94.69       94.69       94.69       94.69       94.69       94.69       94.69       94.69       94.69	Line #	PERFORMANCE MEASURES	Boys & Girls Club	Boys & Girls Club
1       Total Homework Center Budget (include all funding sources)       \$50,810       \$55,280         2       Total number of students served during school year       615       650         3       Average number of students served who are at risk of retention       135       70         5       Percent at risk of retention       135       70         6       Number of students served who are English learners       30       34         7       Percent English learners       4.9%       5.2°         8       Number of students served who are English learners       30       22       2         10       Cost per student served (Total Homework Center Budget/ADA)       \$       423       \$       46°         11       served per day divided by Average number of students       \$       1       to 60       1       1       660         12       Hourly wage for tutors       \$       \$       5.25       \$       7.00         13a       - Number       Students who strongly agree or agree that the Homework       500       611       6161         13b       - Percent       94.3%       94.69       94.69       94.69       94.69       94.69       94.69       94.69       94.69       94.69       94.69       94.69				
1       Total Homework Center Budget (include all funding sources)       \$50,810       \$55,280         2       Total number of students served during school year       615       650         3       Average number of students served who are at risk of retention       135       70         5       Percent at risk of retention       135       70         6       Number of students served who are English learners       30       34         7       Percent English learners       4.9%       5.2°         8       Number of students served who are English learners       30       22       2         10       Cost per student served (Total Homework Center Budget/ADA)       \$       423       \$       46°         11       served per day divided by Average number of students       \$       1       to 60       1       1       660         12       Hourly wage for tutors       \$       \$       5.25       \$       7.00         13a       - Number       Students who strongly agree or agree that the Homework       500       611       6161         13b       - Percent       94.3%       94.69       94.69       94.69       94.69       94.69       94.69       94.69       94.69       94.69       94.69       94.69				
2       Total number of individual students served quaring school year       615       650         3       Average number of students served who are at risk of retention       120       120         4       Number of students served who are at risk of retention       120       120         6       Number of students served who are at risk of retention       122.0%       10.8%         7       Percent at risk of retention       30       34         7       Percent English learners       30.0       20         9       Average number of tutors on site per day       2       2         10       Cost per student served (Total Homework Center Budget/ADA)       \$       423       \$         11       served per day divided by Average number of students       1       1       660       1         11       served per day divided by Average number of students       5       6.25       \$       7.00         12       Hourly wage for tutors       \$       \$       6.25       \$       7.00         13a       -Number       Students who regularly use Homework Center (at least 2 days or 6       hours per week)       6         13a       -Number       Students who strongly agree or agree that the Homework       Center provides participating students with a safe learning environment after	1		\$50,810	\$55,280
3       Average number of students served who are at risk of retention       120       120         4       Number of students served who are at risk of retention       135       70         5       Percent at risk of retention       22.0%       10.8'         6       Number of students served who are English learners       30       34         7       Percent English learners       4.9%       5.2'         8       Number of high school students trained to tutor       30       20         9       Average number of tutors on site per day       2       2       2         10       Cost per student served (Total Homework Center Budget/ADA)       \$       4.23       \$       4.6'         11       served per day divided by Average number of students       1       to 60       1       1       60       1       60       1       60       1       60       1       60       1       60       1       60       61       1       60       61       1       60       61       1       60       61       1       60       61       1       60       61       1       60       61       61       61       61       61       61       61       61       61       61       <				
4       Number of students served who are at risk of retention       135       70         5       Percent at risk of retention       22.0%       10.8%         6       Number of students served who are English learners       30       34         7       Percent English learners       30       20         8       Number of high school students trained to tutor       30       20         9       Average number of tutors on site per day       2       2         10       Cost per student served (Total Homework Center Budget/ADA)       \$       423       \$       467         High School Tutor-to-Student Ratio (Average number of students       \$       6.25       \$       7.00         12       Hourly wage for tutors       \$       6.25       \$       7.00         13a       - Number       580       641         13b       - Percent       94.3%       94.66         94.3%       94.46       70       72         5a       - Number       70       72         5a       - Number       70       72         5a       - Number       70       72         5b       - Percent       100.0%       100.0%         15a       - Number who stron	3		120	120
6       Number of students served who are English learners       30       34         7       Percent English learners       4.9%       5.27         8       Number of high school students treined to tutor       30       20         9       Average number of tutors on site per day       2       2         10       Cost per student served (Total Homework Center Budget/ADA)       \$       423       \$         11       served per day divided by Average number of students       1       to 60       1       to 60         12       Hourly wage for tutors       \$       6.25       \$       7.00         12       Hourly wage for tutors       \$       6.25       \$       7.00         13a       - Number       580       611       1       1       600         13b       - Percent       94.3%       94.65       94.3%       94.65         13b       - Percent       94.3%       94.65       70       70       70         13b       - Percent       Survey respondents who strongly agree or agree that the Homework       70       70       70         13b       - Percent       100.0%       100.05       50       70       70       70       70       70       70 <td>4</td> <td></td> <td>135</td> <td>70</td>	4		135	70
7       Percent English learners       4.9%       5.2'         8       Number of high school students trained to tutor       30       20         9       Average number of tutors on site per day       2       2         10       Cost per student served (Total Homework Center Budget/ADA)       \$       423       \$         11       served per day divided by Average number of students       1       10       0       1       60         12       Hourly wage for tutors       \$       6.25       \$       7.00         12       Hourly wage for tutors       \$       6.25       \$       7.00         13a       - Number       580       611       1       60       1         13b       - Percent       94.3%       94.65       94.65         9       Average number of surveys received       70       77         9       Survey respondents who strongly agree or agree that the Homework       Center provides participating students with a safe learning environment after school       100.0%       100.05         15a       - Number       70       77       77       77         15b       - Percent       100.0%       100.05       100.06       100.06       100.05       100.06       100.06	5	Percent at risk of retention	22.0%	10.8%
8       Number of high school students trained to tutor       30       20         9       Average number of tutors on site per day       2       2         10       Cost per student served (Total Homework Center Budget/ADA)       \$ 423       461         High School Tutor-to-Student Ratio (Average number of students       1       to 60       1       to 60         11       served per day divided by Average number of tutors on site per day)       1       to 60       1       to 60         12       Hourly wage for tutors       \$ 6.25       \$ 7.00         Students who regularly use Homework Center (at least 2 days or 6       hours per week)       -         13a       - Number       580       611         13b       - Percent       94.3%       94.66         PARTICIPANT/PARENT SURVEY RESPONSES:       -       -         14       Total number of surveys respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school       -       70       72         15b       - Percent       100.0%       100.00       5       Survey respondents who strongly agree or agree that the Homework Center is providing the eccessary academic assistance to improve participating students' achievement       -       70       72         16b       - Percent	6	Number of students served who are English learners	30	34
9     Average number of tutors on site per day     2     2       10     Cost per student served (Total Homework Center Budget/ADA)     \$ 423     423       11     School Tutor-to-Student Ratio (Average number of students     1     1       12     Hourly wage for tutors     \$ 6.25     \$ 7.00       12     Hourly wage for tutors     \$ 6.25     \$ 7.00       13a     -Number     580     611       13b     -Percent     94.3%     94.66       13c     Number     70     72       13c     Number     70     72       14     Total number of surveys received     70     72       15b     -Number     70     72       15b     -Percent     100.0%     100.06       15b     -Percent     100.0%     100.06       16a     -Number     70     72       17a     -Number     70     55	7		4.9%	5.2%
10       Cost per student served (Total Homework Center Budget/ADA)       \$ 423       \$ 463         High School Tutor-to-Student Ratio (Average number of students       1 to 60       1 to 60         11       served per day divided by Average number of students       1 to 60       1 to 60         12       Hourly wage for tutors       \$ 6.25       \$ 7.00         13a       - Number       580       611         13b       - Percent       94.3%       94.66         PARTICIPANT/PARENT SURVEY RESPONSES:       -       -         14       Total number of surveys received       70       70         5a       - Number       70       70       70         5a       - Number       70       70       70         5b       - Percent       100.0%       100.0%       100.0%         5a       - Number       70       70       70         5b       - Percent       100.0%       100.0%       100.0%         5a       - Number       70       70       70         5b       - Percent       100.0%       100.0%       100.0%         5a       Number       70       70       70         5b       - Percent       100.0%	8			20
High School Tutor-to-Student Ratio (Average number of students served per day divided by Average number of tutors on site per day)       1 to 60       1 to 60         12       Hourly wage for tutors       \$ 6.25       \$ 7.00         Students who regularly use Homework Center (at least 2 days or 6 hours per week)       \$ 6.25       \$ 7.00         13a       - Number       580       611         13b       - Percent       94.3%       94.66         PARTICIPANT/PARENT SURVEY RESPONSES:       70       72         14       Total number of surveys received       70       72         Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school       70       72         15a       - Number       70       72       74         16a       - Number       70       72       74         16b       - Percent       100.0%       100.05       100.05       100.05       100.06       100				
11       served per day divided by Average number of tutors on site per day)       1 to 60       1 to 60         12       Hourly wage for tutors       \$ 6.25       \$ 7.00         Students who regularly use Homework Center (at least 2 days or 6 hours per week)       -       -         13a       - Number       580       611         13b       - Percent       94.3%       94.69         14       Total number of surveys received       70       77         Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school       70       77         15a       - Number       70       77         Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievernent       100.0%       100.00         16a       - Number       70       77         16b       - Percent       100.0%       100.00         Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language       70       75         17b       - Number meet strongly agree or agree       70       55       55         17c       - Percent       100.0%       100.0%       100.0%         17c <td></td> <td></td> <td>\$ 423</td> <td>\$ 461</td>			\$ 423	\$ 461
12       Hourly wage for tutors       \$ 6.25       \$ 7.00         Students who regularly use Homework Center (at least 2 days or 6 hours per week)       580       611         13a       - Number       580       611         13b       - Percent       94.3%       94.6%         PARTICIPANT/PARENT SURVEY RESPONSES:       -       -       -         14       Total number of surveys received       70       77         Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school       -       -         15a       - Number       70       77       -         15b       - Percent       100.0%       100.0%       100.0%       100.0%         15b       - Percent       70       77       77         15b       - Percent       70       77       77         16a       - Number       70       77       77         16b       - Percent       100.0%       100.0%       100.0%       100.0%         16a       - Number       70       76       75       75       100.0%       100.0%       100.0%       100.0%       100.0%       100.0%       100.0%       100.0%       100.0%       <	11	-	1 to 60	1 to 60
Students who regularly use Homework Center (at least 2 days or 6 hours per week)       580         13a       - Number       580         13b       - Percent       94.3%         94.3%       94.6%         94.3%       94.6%         94.3%       94.6%         94.3%       94.6%         94.3%       94.6%         94.3%       94.6%         94.3%       94.6%         94.3%       94.6%         94.3%       94.6%         94.3%       94.6%         94.3%       94.6%         94.3%       94.6%         94.3%       94.6%         94.3%       94.6%         94.3%       94.6%         94.3%       94.6%         100.0%       00.0%         15a       - Number of survey respondents who strongly agree or agree that the Homework         Center is providing the necessary academic assistance to improve participating students' achievement       100.0%         16a       - Number       70       77         16b       - Percent       100.0%       100.0%         176       - Number who strongly agree or agree that there is sufficient support for second language learners in their primary language       70       50		served per day divided by Average Humber of tutors of site per day		1.000
hours per week)       580         13a       -Number       580       611         13b       -Percent       94.3%       94.65         PARTICIPANT/PARENT SURVEY RESPONSES:       70       71         Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school       70       72         15a       -Number       70       72         5urvey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assistance to improve participating students' achievement       70       72         16a       -Number       70       72         16b       -Percent       100.0%       100.05         Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language       70       72         17a       -Number responding as applicable       70       50         17c       -Percent       100.0%       100.05         Sctidents at risk of retention who are promoted to the next grade       18       51         18a       -Number       48       56         18b       -Percent       36%       835         Students who show improvement in Grades:       19       48       52	12		\$ 6.25	\$ 7.00
13a       - Number       580       611         13b       - Percent       94.3%       94.6%         13b       - Percent       94.3%       94.6%         PARTICIPANT/PARENT SURVEY RESPONSES:       70       7%         Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school       70       7%         15a       - Number       70       7%         15b       - Percent       100.0%       100.0%         Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assistance to improve participating students' achievement       70       7%         16a       - Number       70       7%         17b       - Percent       100.0%       100.0%         17b       - Number       70       7%         17c       - Percent       100.0%       100.0%         17c       - Percent       100.0%       100.0%         17c       - Percent       36%       83°         Students at risk of retention who are promoted to the next grade       18a       - Number         18a       - Number       400       52         19b       - Percent       36%       83° </td <td></td> <td></td> <td></td> <td></td>				
13b       - Percent       94.3%       94.6%         PARTICIPANT/PARENT SURVEY RESPONSES:		· · · · · · · · · · · · · · · · · · ·		
PARTICIPANT/PARENT SURVEY RESPONSES:       70         14       Total number of surveys received       70         Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school       70         15a       - Number       70         15b       - Percent       100.0%         Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement       70         16a       - Number       70         16b       - Percent       100.0%         Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language       70         17b       - Number responding as applicable       70       50         17c       - Percent       100.0%       100.05         SCHOOL PERFORMANCE:       50       50       83         Students at risk of retention who are promoted to the next grade       51       51         18a       - Number       48       56         18a       - Number       400       52         19a       - Number       400       52         19b       - Percent       65.0%       80.05         19b				
14       Total number of surveys received       70       72         Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school       70       72         15a       Number       70       72         15b       Percent       100.0%       100.0%         15b       Percent       100.0%       100.0%         Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assistance to improve participating students' achievement       70       72         16a       - Number       70       72         16b       - Percent       100.0%       100.0%         Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language       70       50         17a       - Number method strongly agree or agree       70       50         17b       - Number who strongly agree or agree       70       50         17c       - Percent       100.0%       100.0%         17c       - Percent       100.0%       100.0%         18a       - Number       48       56         18b       - Percent       36%       835         18b       - Percent	130		94.376	94.07
Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school         15a       Number       70       74         15b       - Percent       100.0%       100.0%         Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement       70       74         16a       - Number       70       74         16b       - Percent       100.0%       100.0%         Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language       70       74         17a       - Number responding as applicable       70       56         17b       - Number who strongly agree or agree       70       56         17c       - Percent       100.0%       100.05         School PERFORMANCE:       100.0%       100.05         Students at risk of retention who are promoted to the next grade       18a       - Number       48       56         18b       - Percent       36%       830       36%       830         Students who show improvement in Grades:       100       520       19b       - Percent       65.0%       80.00       520	1	PARTICIPANT/PARENT SURVEY RESPONSES:		
Center provides participating students with a safe learning environment after school       70       74         15a       - Number       70       74         15b       - Percent       100.0%       100.0%         Survey respondents who strongly agree or agree that the Hornework Center is providing the necessary academic assisstance to improve participating students' achievement       70       74         16a       - Number       70       74         16b       - Percent       70       74         16b       - Percent       100.0%       100.0%         Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language       70       50         17a       - Number woo strongly agree or agree       70       50         17b       - Number woo strongly agree or agree       70       50         17c       - Percent       100.0%       100.0%         17c       - Percent       100.0%       100.0%         18a       - Number       48       56         18b       - Percent       36%       833         Students at risk of retention who are promoted to the next grade       100       522         19a       - Number       400       522         19a <td>14</td> <td>Total number of surveys received</td> <td>70</td> <td>75</td>	14	Total number of surveys received	70	75
after school       70       77         15a       - Number       70       77         15b       - Percent       100.0%       100.0%         Survey respondents who strongly agree or agree that the Hornework Center is providing the necessary academic assisstance to improve participating students' achievement       70       75         16a       - Number       70       75         16b       - Percent       100.0%       100.0%         Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language       70       50         17a       - Number responding as applicable       70       50         17b       - Number who strongly agree or agree       70       50         17c       - Percent       100.0%       100.05         Students at risk of retention who are promoted to the next grade       100.0%       100.05         18a       - Number       48       52         18b       - Percent       36%       833         Students who show improvement in Grades:       100       52         19a       - Number       400       52         19a       - Number (English Learners)       N/A       34         19c       - Number (English Learners)				
15b       - Percent       100.0%       100.0%         Survey respondents who strongly agree or agree that the Hornework Center is providing the necessary academic assisstance to improve participating students' achievement       70       75         16a       - Number       70       75         16b       - Percent       100.0%       100.0%         16b       - Percent       70       75         16b       - Percent       100.0%       100.0%         Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language       70       56         17a       - Number responding as applicable       70       56         17b       - Number who strongly agree or agree       70       56         17c       - Percent       100.0%       100.0%         17c       - Percent       100.0%       100.0%         Students at risk of retention who are promoted to the next grade       48       56         18a       - Number       400       522         19a       - Number       400       522         19a       - Number       65.0%       80.05         19c       - Number (English Learners)       N/A       34         19d       - P				
Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assistance to improve participating students' achievement       70       75         16a       - Number       70       75         16b       - Percent       100.0%       100.0%         16b       - Percent       100.0%       100.0%         Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language       70       50         17a       - Number responding as applicable       70       50         17b       - Number who strongly agree or agree       70       50         17c       - Percent       100.0%       100.0%         17c       - Percent       100.0%       100.0%         17c       - Percent       100.0%       100.0%         18a       - Number       48       56         18a       - Number       48       56         18b       - Percent       36%       833         Students who show improvement in Grades:       100       520         19a       - Number       400       520         19b       - Percent       65.0%       80.0%         19c       - Number (English Learners)       N/A	15a	- Number	70	75
Center is providing the necessary academic assistance to improve participating students' achievement16a- Number16b- Percent16b- Percent16b- Percent17a- Number respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language17a- Number responding as applicable17b- Number responding as applicable17c- Percent100.0%100.0%17c- Percent100.0%100.0%17c- Percent100.0%100.0%17c- Percent100.0%100.0%18a- Number18a- Number18a- Number19a- Number19a- Number19a- Number19a- Number19b- Percent19c- Number (English Learners)19c- Number (English Learners)19d- Percent (English Learners)20a- Number20a- Number	15b		100.0%	100.09
participating students' achievement16a- Number707416b- Percent100.0%100.0%16b- Percent100.0%100.0%16b- Percent100.0%100.0%Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language705017a- Number responding as applicable705017b- Number who strongly agree or agree705017c- Percent100.0%100.0%10cSCHOOL PERFORMANCE:100.0%100.0%Students at risk of retention who are promoted to the next grade485618a- Number4485618b- Percent36%83°Students who show improvement in Grades:10052019a- Number40052019c- Number (English Learners)N/A3419d- Percent (English Learners)N/A6.5°Students who show improvement in Attendance:20a492520				
16b- Percent100.0%100.0%Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language705017a- Number responding as applicable705017b- Number who strongly agree or agree705017c- Percent100.0%100.0%SCHOOL PERFORMANCE:100.0%100.0%Students at risk of retention who are promoted to the next grade485618a- Number485618b- Percent36%839Students who show improvement in Grades:10052019a- Number40052019b- Percent65.0%80.0919c- Number (English Learners)N/A3419d- Percent (English Learners)N/A6.59Students who show improvement in Attendance:20a492520		participating students' achievement		
Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language17a- Number responding as applicable705017b- Number who strongly agree or agree705017c- Percent100.0%100.05SCHOOL PERFORMANCE:100.0%100.05Students at risk of retention who are promoted to the next grade485618a- Number485618b- Percent36%830Students who show improvement in Grades:40052019a- Number65.0%80.0519b- Percent65.0%80.0519c- Number (English Learners)N/A3419d- Percent (English Learners)N/A6.55Students who show improvement in Attendance:20a492520				75
support for second language learners in their primary language17a- Number responding as applicable705017b- Number who strongly agree or agree705017c- Percent100.0%100.0%SCHOOL PERFORMANCE:100.0%100.0%Students at risk of retention who are promoted to the next grade485618a- Number485618b- Percent36%839Students who show improvement in Grades:40052019a- Number44052019b- Percent65.0%80.0919c- Number (English Learners)N/A3419d- Percent (English Learners)N/A6.55Students who show improvement in Attendance:20a492520	16b	- Percent	100.0%	100.09
support for second language learners in their primary language17a- Number responding as applicable705017b- Number who strongly agree or agree705017c- Percent100.0%100.0%SCHOOL PERFORMANCE:100.0%100.0%Students at risk of retention who are promoted to the next grade485618a- Number485618b- Percent36%839Students who show improvement in Grades:40052019a- Number44052019b- Percent65.0%80.0919c- Number (English Learners)N/A3419d- Percent (English Learners)N/A6.55Students who show improvement in Attendance:20a492520		Survey respondents who strongly agree or agree that there is sufficient		
17a- Number responding as applicable705017b- Number who strongly agree or agree705017c- Percent100.0%100.0%SCHOOL PERFORMANCE:100.0%100.0%Students at risk of retention who are promoted to the next grade485618a- Number485618b- Percent36%839Students who show improvement in Grades:40052019a- Number40052019b- Percent65.0%80.0919c- Number (English Learners)N/A3419d- Percent (English Learners)N/A6.59Students who show improvement in Attendance:20a492520				
17c       - Percent       100.0%       100.0%         SCHOOL PERFORMANCE:		- Number responding as applicable		50
SCHOOL PERFORMANCE:       Students at risk of retention who are promoted to the next grade         18a       - Number       48       56         18b       - Percent       36%       839         Students who show improvement in Grades:       400       520         19a       - Number       400       520         19b       - Percent       65.0%       80.09         19c       - Number (English Learners)       N/A       34         19d       - Percent (English Learners)       N/A       6.59         Students who show improvement in Attendance:       20a       - Number       492				50
Students at risk of retention who are promoted to the next grade4818a- Number4818b- Percent36%18b- Percent36%Students who show improvement in Grades:40019a- Number40019b- Percent65.0%19c- Number (English Learners)N/A19d- Percent (English Learners)N/A19d- Percent (English Learners)N/A20a- Number492	17c	- Percent	100.0%	100.09
Students at risk of retention who are promoted to the next grade4818a- Number4818b- Percent36%18b- Percent36%Students who show improvement in Grades:40019a- Number40019b- Percent65.0%19c- Number (English Learners)N/A19d- Percent (English Learners)N/A19d- Percent (English Learners)N/A20a- Number492		SCHOOL PERFORMANCE:		
18a         - Number         48         58           18b         - Percent         36%         833           18b         - Percent         36%         833           19a         - Number         400         520           19b         - Percent         65.0%         80.09           19c         - Number (English Learners)         N/A         34           19d         - Percent (English Learners)         N/A         6.59           Students who show improvement in Attendance:         20a         - Number         492				
Students who show improvement in Grades:       400         19a       - Number         19b       - Percent         19c       - Number (English Learners)         19d       - Percent (English Learners)         19d       - Percent (English Learners)         Students who show improvement in Attendance:         20a       - Number	18a		48	58
19a         - Number         400         520           19b         - Percent         65.0%         80.09           19c         - Number (English Learners)         N/A         34           19d         - Percent (English Learners)         N/A         65.0%           Students who show improvement in Attendance:         492         520	18b	- Percent	36%	839
19b- Percent65.0%80.0019c- Number (English Learners)N/A3419d- Percent (English Learners)N/A6.50Students who show improvement in Attendance:19252020a- Number492520				
19c     - Number (English Learners)     N/A     34       19d     - Percent (English Learners)     N/A     6.59       Students who show improvement in Attendance:     492     520				520
19d     - Percent (English Learners)     N/A     6.55       Students who show improvement in Attendance:     20a     - Number     492     520				80.09
Students who show improvement in Attendance:         492         520           20a         - Number         492         520			<u>}</u>	
20a - Number 492 520	190		<u>N/A</u>	6.5%
	202		20 <u>7</u>	520

., , <sup>,</sup>

### 2001-02 HOMEWORK CENTER PERFORMANCE MEASURES SUMMARY-Homework Central

		ACTUAL for School Year 2000-01	TARGET for School Year 2001-02
Line #	PERFORMANCE MEASURES	Homework Central San Mateo	Homework Central San Mateo
	GENERAL INFORMATION:		
1	Total Homework Center Budget (include all funding sources)	\$77,112	\$50,678
2	Total number of individual students served during school year	72	72
3	Average number of students served per day (ADA)	72	72
4	Number of students served who are at risk of retention	32	32
5	Percent at risk of retention	44.4%	44.49
6	Number of students served who are English learners	54	54
7	Percent English learners	75.0%	75.09
8	Number of high school students trained to tutor	5	9
9	Average number of tutors on site per day	4	8
10	Cost per student served (Total Homework Center Budget/ADA)	<b>\$ 1</b> ,071	\$ 704
11	High School Tutor-to-Student Ratio (Average number of students served per day divided by Average number of tutors on site per day)	1 to 18	1 to 9
12	Hourly wage for tutors	\$ 8.00	\$ 8.00
	Students who regularly use Homework Center (at least 2 days or 6		
- 10	hours per week)		
13a	- Number	72	72
_13b	- Percent	100.0%	100.0%
	PARTICIPANT/PARENT SURVEY RESPONSES:		
14		16	16
	Survey respondents who strongly agree or agree that the Homework		<u>```</u>
	Center provides participating students with a safe learning environment		
	after school		
15a	- Number	16	- 16
15b	- Percent	100.0%	100.09
	Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve		
10-	participating students' achievement	45	
16a	- Number	15	15
16b	- Percent	93.8%	100.09
	Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language		
17a	- Number responding as applicable	14	14
17b	- Number who strongly agree or agree	14	14
17c	- Percent	100.0%	100.09
	SCHOOL PERFORMANCE:		
18a	Students at risk of retention who are promoted to the next grade - Number	20	27
16a 18b	- Number - Percent	63%	85%
-00-		03%	
19a	Students who show improvement in Grades: - Number	68	72
19a 19b	- Number	94.4%	100.09
190 19c	- Percent - Number (English Learners)	<u>94.4%</u> 54	100.05
19c 19d		54 100.0%	100.09
190	- Percent (English Learners)	100.0%	100.0
20a	Students who show improvement in Attendance: - Number	72	72
∠vd i	- MULLINGT		/4
20b	- Percent	100.0%	100.09

## 2001-02 GRANT AGREEMENT

## BETWEEN

# COUNTY OF SAN MATEO

# AND

# **CITY OF SOUTH SAN FRANCISCO**

## FOR

# AFTER SCHOOL HOMEWORK CENTERS

### GRANT AGREEMENT BETWEEN SAN MATEO COUNTY AND CITY OF SOUTH SAN FRANCISCO FOR 2001-02 HOMEWORK CENTERS

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001 by and between San Mateo County ("County") and the City of South San Francisco ("City").

### RECITALS

WHEREAS, the Board of Supervisors in consultation with the City Council, has determined that many of our elementary school-aged children would benefit from an after school academic program designed to motivate and support youth in improving academic achievement; and

WHEREAS, the City is prepared to administer grants for homework centers under the guidelines established in consultation with the Board of Supervisors:

NOW, THEREFOR, in exchange for the covenants set forth below, the parties agree as follows:

### I. CITY'S RESPONSIBILITIES:

A. In exchange for the payments set forth herein, City agrees to establish and administer a homework center for students in grades K-8 which meets performance targets specified in Exhibit 2 or shows performance improvement from the previous school year. City will provide a suitable environment for a minimum average daily attendance of 25 students to complete homework assignments, read, conduct research, and receive tutoring assistance.

B. The Homework Center will operate for an average of 12 to 15 hours per week.

-1-

C. The Homework Center will be staffed at all times by at least one adult supervisor/administrator.

D. City will hire and pay high school students to serve as mentors/tutors, and will develop criteria for selecting and monitoring tutors and provide ongoing training for the tutors.

E. No fee will be charged to participating students.

F. City will ensure that participating students have access to technology necessary to complete their homework.

G. City will design and implement curriculum modules and provide necessary materials and equipment needed in the Centers.

H. City will allocate funds from City and other sources equal to the Grant Award set forth in Part II, below. Said funds will be expended on a dollar for dollar matching basis with the Grant Award in accordance with the Homework Center Budget, attached hereto as Exhibit 1. Funds from the Grant Award, City and other sources shall be in addition to and shall not supplant the current program budget.

I. City shall submit performance data to County on July 31 (for the school year) in accordance with the Performance Targets submitted to County, attached hereto as Exhibit 2. County will be permitted to observe the program, meet with Homework Center staff, and review the curriculum and financial documents. City will allow County to audit the program's performance data and financial documents.

- 2 -

### **II.** COUNTY'S RESPONSIBILITIES:

In consideration of City's administration of the homework centers in accordance with the provisions of this Agreement, County shall pay to City <u>\$22,600</u> ("Grant Award") upon execution of this Agreement.

### III. TERM OF THE AGREEMENT

The term of the agreement shall commence on September 1, 2001 and terminate on August 31, 2002, unless sooner terminated in accordance with the terms of this Agreement.

### IV. RELATIONSHIP OF THE PARTIES

Under no circumstances shall this Agreement be construed to create an agency, partnership or joint venture between City and County.

#### V. INDEMNIFICATION AND HOLD HARMLESS

The City shall indemnify and save harmless the County, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person, including City, or damage to property of any kind whatsoever and to whomsoever belonging, resulting from the performance of any work required by this Agreement of City, its officers, agents, employees and/or servants, provided that this shall not apply to injuries or damage for which County have been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The County shall indemnify and save harmless the City, its officers, agents,

- 3 -

employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person, including County, or damage to property of any kind whatsoever and to whomsoever belonging, resulting from the performance of any work required by this Agreement of County, its officers, agents, employees and/or servants, provided that this shall not apply to injuries or damage for which City has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

### VI. TERMINATION OF AGREEMENT

Upon the mutual consent of the parties, this Agreement may be terminated at any time.

County may terminate this Agreement in whole or in part upon 15 days written notice to City specifying City's breach of any of the terms of this Agreement, provided that if City cures the breach within the 15 days notice period to the satisfaction of the County the contract will not terminate. Alternatively, City may initiate a cure within the 15 days notice period to the satisfaction of County that the cure will be completed within a time specified in writing at that time by the County, the contract will not be terminated, provided that in the event City fails to initiate the cure within the 15 days or fails to complete the cure within the time specified in writing, the contract will terminate. City shall be given the opportunity to provide information to County as to its cure or attempted cure prior to such termination. For purposes of this paragraph, County means the County Manager or his designee.

#### VII. RETURN OF FUNDS

Upon the conclusion of the Agreement, whether pursuant to paragraph III or by

- 4 -

paragraph VI, any unexpended funds shall be returned to the County.

### VIII. COMPLIANCE WITH ALL LAWS

City shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Without limiting the generality of the foregoing, City shall not discriminate, in any way, against any person on the basis of race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status in connection with or related to the performance of this Agreement.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the City to penalties, to be determined by the County Manager, including but not limited to: i) termination of this Agreement; ii) disqualification of the City from bidding on or being awarded a County contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to: i) examine City's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to City under the Agreement or another Agreement between City and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days

- 5 -

of such filing, provided that within such 30 days such entity has not notified City that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. City shall provide County with a copy of its response to the Complaint when filed.

With respect to the provision of employee benefits, City shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

### IX. MISCELLANEOUS PROVISIONS

A. The parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of California and any action arising from this agreement shall have as its venue the County of San Mateo.

B. The headings of the sections and subsections of this Agreement are inserted for convenience only. They do not constitute a part of this Agreement and shall not be used in its construction.

C. The waiver by County of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

D. Any and all exhibits which are referred to in this Agreement are incorporated herein by reference and are deemed a part of this Agreement. This Agreement may only be amended by formal written agreement executed by both parties.

E. If a court of competent jurisdiction adjudges any provision of this Agreement as void

- 6 -

or unenforceable, the remaining provisions shall not be affected hereby and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

County of San Mateo

City of South San Francisco

By \_\_\_\_\_

By

APPROVED DA'

### EXHIBIT 1 2001-02 Homework Center Budget Summary

*A* • •

			COUNTY	MATCHING	i
SOUTH SAN FRANCISCO	RATE		FUNDS	FUNDS	SOURCE OF
BUDGET	PAID	# QTY	USED	USED	MATCHING FUNDS
					Silver Giving
					Foundation, Lucille
Adult Supervisor (wages and					Packard Foundation for
benefits	\$23.29	1 FTE		\$62,998	Children's Health
High School Tutors (wages					
and benefits)	\$8.55	0.6 FTE	\$11,760		
Other Labor (specify and					
include wages and benefits)					
					Oracle, Schwab Family
					Foundation, Atkinson
					Foundation, Woodlawn
					Foundation, Lucile
Homework Club and Start					Packard Foundation for
Now Assistants	\$16.03	2.4 FTE	\$10.940	\$72 107	
NOW ASSISTANTS	\$10.03	2.4 F I C	\$10,840	\$73,197	Schwab Family
					Foundation; Ronald
· ·					McDonald House
· · · ·					Charities of BA; CA
Instructional Materials: Books				\$7.000	State Library;
Fingerprinting Costs			· · · · · · · ·	\$7,000	
Technology Items:					CA State Library
Snacks/Food Items					CA Dept of Ed
Indirect Costs (include				ψ1,000	
administrative oversight and					
Business Office expense)				¢15 000	City (partial avaanae)
Business Office expense)					City (partial expense) CA State Library;
					Lucille Packard
Other Items: Staff/Tutor					Foundation for
				\$7.000	
Training, Give-Away Books				\$7,000	Children's Health
TOTAL			\$22,600	\$202,535	

	1		
		ACTUAL for School Year 2000-01	TARGET for School Year 2001-02
Line #	PERFORMANCE MEASURES	South San Francisco	South San Francisco
1			
1	GENERAL INFORMATION: Total Homework Center Budget (include all funding sources)	\$173,375	\$225,135
2	Total number of individual students served during school year	125	125
3	Average number of students served per day (ADA)	55	60
4	Number of students served who are at risk of retention	51	56
	Percent at risk of retention	40.8%	44.8%
6	Number of students served who are English learners	120	113
	Percent English learners	96.0%	90.4%
8	Number of high school students trained to tutor	4	4
9	Average number of tutors on site per day	3	3
10	Cost per student served (Total Homework Center Budget/ADA)	\$ 3,152	\$ 3,752
11	High School Tutor-to-Student Ratio (Average number of students served per day divided by Average number of tutors on site per day)	1 to 4	1 to 4
40		¢ 7.00	• 0.55
12	Hourly wage for tutors	\$ 7.82	\$ 8.55
	Students who regularly use Homework Center (at least 2 days or 6		
120	hours per week) - Number	113	113
<u>13a</u> 13b	- Number	90.4%	90.4%
130			
	PARTICIPANT/PARENT SURVEY RESPONSES:		
14	Total number of surveys received	48	65
14	· · · · · · · · · · · · · · · · · · ·	48	65
14	Survey respondents who strongly agree or agree that the Homework	48	65
14	Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment	48	65
14 15a	Survey respondents who strongly agree or agree that the Homework	48	
	Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school		65
15a	Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school - Number	48	65
15a	Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school - Number - Percent	48	65
15a	Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework	48	65
15a	Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assistance to improve	48	65
15a 15b	Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement	48 100.0%	65 100.0% 65
15a 15b 16a	Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number - Percent	48 100.0% 48	65 100.0% 65
15a 15b 16a	Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number - Percent Survey respondents who strongly agree or agree that there is sufficient	48 100.0% 48	65 100.0% 65
15a 15b 16a	Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number - Percent Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language	48 100.0% 48	65 100.0% 65 100.0%
15a 15b 16a 16b	Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number - Percent Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language - Number responding as applicable	48 100.0% 48 100.0%	65 100.0% 65 100.0% 63
15a 15b 16a 16b	Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number - Percent Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language	48 100.0% 48 100.0% 48 48 48	65 100.0% 65 100.0% 63 63 63
15a 15b 16a 16b 17a 17b	Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number - Percent Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language - Number responding as applicable - Number who strongly agree or agree - Percent	48 100.0% 48 100.0% 48	65 100.0% 65 100.0% 63 63 63
15a 15b 16a 16b 17a 17b	Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number - Percent Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language - Number responding as applicable - Number who strongly agree or agree - Percent SCHOOL PERFORMANCE:	48 100.0% 48 100.0% 48 48 48	65 100.0% 65 100.0% 63 63 63 100.0%
15a 15b 16a 16b 17a 17b	Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number - Percent Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language - Number responding as applicable - Number who strongly agree or agree - Percent SCHOOL PERFORMANCE: Students at risk of retention who are promoted to the next grade	48 100.0% 48 100.0% 48 48 48	65 100.0% 65 100.0% 63 63 63
15a 15b 16a 16b 17a 17b 17c	Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number - Percent Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language - Number responding as applicable - Number who strongly agree or agree - Percent SCHOOL PERFORMANCE: Students at risk of retention who are promoted to the next grade - Number	48 100.0% 48 100.0% 48 48 100.0% 49	65 100.0% 65 100.0% 63 63 63 100.0% 54
15a 15b 16a 16b 17a 17b 17c	Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number - Percent Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language - Number responding as applicable - Number who strongly agree or agree - Percent SCHOOL PERFORMANCE: Students at risk of retention who are promoted to the next grade	48 100.0% 48 100.0% 48 48 100.0%	65 100.0% 65 100.0% 63 63 63 100.0% 54
15a 15b 16a 16b 17a 17b 17c	Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number - Percent Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language - Number responding as applicable - Number who strongly agree or agree - Percent SCHOOL PERFORMANCE: Students at risk of retention who are promoted to the next grade - Number	48 100.0% 48 100.0% 48 48 100.0% 49	65 100.0% 65 100.0% 63 63 63 100.0% 54
15a 15b 16a 16b 17a 17b 17c 18a 18b 19a	Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number - Percent Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language - Number responding as applicable - Number who strongly agree or agree - Percent SCHOOL PERFORMANCE: Students at risk of retention who are promoted to the next grade - Number - Percent Students who show improvement in Grades: - Number	48 100.0% 48 100.0% 48 48 100.0% 49 96% 84	65 100.0% 65 100.0% 63 63 63 100.0% 54 96% 84
15a 15b 16a 16b 17a 17b 17c 18a 18b 19a 19b	Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number - Percent Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language - Number responding as applicable - Number who strongly agree or agree - Percent SCHOOL PERFORMANCE: Students at risk of retention who are promoted to the next grade - Number - Percent Students who show improvement in Grades: - Number - Percent	48 100.0% 48 100.0% 48 48 100.0% 49 96% 84 67.2%	65 100.0% 65 100.0% 63 63 63 100.0% 54 96% 84 67.2%
15a 15b 16a 16b 17a 17b 17c 18a 18b 19a 19b 19c	Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number - Percent Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language - Number responding as applicable - Number who strongly agree or agree - Percent SCHOOL PERFORMANCE: Students at risk of retention who are promoted to the next grade - Number - Percent Students who show improvement in Grades: - Number - Percent - Number - Percent - Number - Percent - Number - Percent - Number	48 100.0% 48 100.0% 48 48 48 100.0% 49 96% 84 67.2% 120	65 100.0% 65 100.0% 63 63 63 100.0% 54 96% 84 67.2% 120
15a 15b 16a 16b 17a 17b 17c 18a 18b 19a 19b	Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number - Percent Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language - Number responding as applicable - Number who strongly agree or agree - Percent SCHOOL PERFORMANCE: Students at risk of retention who are promoted to the next grade - Number - Percent Students who show improvement in Grades: - Number - Percent - Number - Percent	48 100.0% 48 100.0% 48 48 100.0% 49 96% 84 67.2%	65 100.0% 65 100.0% 63 63 63 100.0% 54 96% 84 67.2% 120
15a 15b 16a 16b 17a 17b 17c 18a 18b 19c 19d	Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number - Percent Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language - Number responding as applicable - Number who strongly agree or agree - Percent SCHOOL PERFORMANCE: Students at risk of retention who are promoted to the next grade - Number - Percent Students who show improvement in Grades: - Number - Percent - Number - Percent - Number - Percent - Number - Percent - Number	48 100.0% 48 100.0% 48 48 100.0% 49 96% 84 67.2% 120 96.0%	65 100.0% 65 100.0% 63 63 100.0% 54 96%
15a 15b 16a 16b 17a 17b 17c 18a 18b 19a 19b 19c	Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school - Number - Percent Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assisstance to improve participating students' achievement - Number - Percent Survey respondents who strongly agree or agree that there is sufficient support for second language learners in their primary language - Number responding as applicable - Number who strongly agree or agree - Percent SCHOOL PERFORMANCE: Students at risk of retention who are promoted to the next grade - Number - Percent Students who show improvement in Grades: - Number - Percent - Number - Percent	48 100.0% 48 100.0% 48 48 48 100.0% 49 96% 84 67.2% 120	65 100.0% 65 100.0% 63 63 100.0% 54 96% 84 67.2% 120