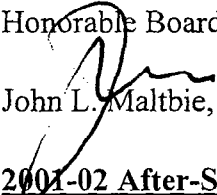


# COUNTY OF SAN MATEO

## County Manager's Office

Date: December 11, 2001

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

### 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
<b>TOTAL GRANTS</b>	<b>\$214,133</b>	

PERFORMANCE MEASURES	Daly City	East Palo Alto	Menlo Park	Pacifica	San Carlos	San Mateo	South San Francisco	Total/Average ALL CITIES
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.

**2001-02 GRANT AGREEMENT**

**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.

- 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.

## **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 \$40,000 ("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,

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



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

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

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

By \_\_\_\_\_


By  \_\_\_\_\_  
City Manager

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

DALY CITY BUDGET	RATE PAID	# QTY	COUNTY FUNDS USED	MATCHING FUNDS USED	SOURCE OF MATCHING FUNDS
<b>Tobias/Webster:</b>					
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, Rewards/Incentives, Trips			\$1,658	\$1,658	Daly City Parks & Rec
<b>TOTAL</b>			<b>\$20,000</b>	<b>\$20,000</b>	

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

DALY CITY BUDGET	RATE PAID	# QTY	COUNTY FUNDS USED	MATCHING FUNDS USED	SOURCE OF MATCHING FUNDS
<b>Columbus/Bayshore:</b>					
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, Rewards/Incentives, Trips			\$1,658	\$1,658	Daly City Parks & Rec
<b>TOTAL</b>			<b>\$20,000</b>	<b>\$20,000</b>	

**2001-02 HOMEWORK CENTER PERFORMANCE MEASURES SUMMARY**  
Tobias and Webster Schools

		ACTUAL for School Year 2000-01	TARGET for School Year 2001-02
		Tobias & Webster Elem School	Tobias & Webster Elem School
Line #	PERFORMANCE MEASURES	Daly City	Daly City
	<b>GENERAL INFORMATION:</b>		
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	\$ 800
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 12.5	1 to 12.5
12	Hourly wage for tutors	\$6.86	\$7.24
	Students who regularly use Homework Center (at least 2 days or 6 hours per week)		
13a	- Number	64	68
13b	- Percent	90.0%	90.0%
	<b>PARTICIPANT/PARENT SURVEY RESPONSES:</b>		
14	Total number of surveys received	50	70
	Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school		
15a	- Number	50	70
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		
16a	- Number	-	70
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	70
17b	- Number who strongly agree or agree	50	70
17c	- Percent	100.0%	100.0%
	<b>SCHOOL PERFORMANCE:</b>		
	Students at risk of retention who are promoted to the next grade		
18a	- Number	25	25
18b	- Percent	100%	100%
	Students who show improvement in Grades:		
19a	- Number	67	75
19b	- Percent	93.7%	100.0%
19c	- Number (English Learners)	11	11
19d	- Percent (English Learners)	100.0%	100.0%
	Students who show improvement in Attendance:		
20a	- Number	64	75
20b	- Percent	90.1%	100.0%

**2001-02 HOMEWORK CENTER PERFORMANCE MEASURES SUMMARY**  
Columbus and Bayshore Schools

		ACTUAL for School Year 2000-01	TARGET for School Year 2001-02
		Bayshore & Columbus ElemSchl	Bayshore & Columbus ElemSchl
Line #	PERFORMANCE MEASURES	Daly City	Daly City
	<b>GENERAL INFORMATION:</b>		
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
11	High School Tutor-to-Student Ratio (Average number of students served per day divided by Average number of tutors on site per day)	N/A	1 to 12.5
12	Hourly wage for tutors	N/A	\$7.24
	Students who regularly use Homework Center (at least 2 days or 6 hours per week)		
13a	- Number	N/A	75
13b	- Percent	N/A	100.0%
	<b>PARTICIPANT/PARENT SURVEY RESPONSES:</b>		
14	Total number of surveys received	N/A	100
	Survey respondents who strongly agree or agree that the Homework 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 assistance to improve participating students' achievement		
16a	- Number	N/A	75
16b	- Percent	N/A	75.0%
	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	25
17b	- Number who strongly agree or agree	N/A	25
17c	- Percent	N/A	100.0%
	<b>SCHOOL PERFORMANCE:</b>		
	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%
19c	- 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%

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



**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.

- 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.

**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 \$23,040 ("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,

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

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

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

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

By \_\_\_\_\_

By Amelia Guda 11/7/01

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

<b>EAST PALO ALTO BUDGET</b>	<b>RATE PAID</b>	<b># QTY</b>	<b>COUNTY FUNDS USED</b>	<b>MATCHING FUNDS USED</b>	<b>SOURCE OF MATCHING FUNDS</b>
Adult Supervisor (wages and benefits)	\$20.00	1	\$10,920	\$2,282	
High School Tutors (wages and benefits)	\$8.25	3	\$12,040	\$2,824	General Fund
Other Labor (specify and 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	
Snacks/Food Items			\$0	\$5,125	Second Harvest Food 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
<b>TOTAL</b>			<b>\$23,040</b>	<b>\$24,514</b>	



EXHIBIT 2

2001-02 HOMEWORK CENTER PERFORMANCE MEASURES SUMMARY

Line #	PERFORMANCE MEASURES	ACTUAL for School Year 2000-01 East Palo Alto	TARGET for School Year 2001-02 East Palo Alto
<b>GENERAL INFORMATION:</b>			
1	Total Homework Center Budget (include all funding sources)	\$44,123	\$47,554
2	Total number of individual students served during school year	100	100
3	Average number of students served per day (ADA)	25	25
4	Number of students served who are at risk of retention	48	50
5	Percent at risk of retention	48.0%	50.0%
6	Number of students served who are English learners	57	63
7	Percent English learners	57.0%	63.0%
8	Number of high school students trained to tutor	11	11
9	Average number of tutors on site per day	3	4
10	Cost per student served (Total Homework Center Budget/ADA)	\$ 1,765	\$ 1,902
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 8	1 to 6
12	Hourly wage for tutors	\$ 9.00	\$ 8.25
Students who regularly use Homework Center (at least 2 days or 6 hours per week)			
13a	- Number	63	63
13b	- Percent	63.0%	63.0%
<b>PARTICIPANT/PARENT SURVEY RESPONSES:</b>			
14	Total number of surveys received	25	50
Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school			
15a	- Number	18	40
15b	- Percent	72.0%	80.0%
Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assistance 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	- Number responding as applicable	NA	31
17b	- Number who strongly agree or agree	NA	31
17c	- Percent	NA	100.0%
<b>SCHOOL PERFORMANCE:</b>			
Students at risk of retention who are promoted to the next grade			
18a	- Number *	16	45
18b	- Percent *	40%	90%
Students who show improvement in Grades			
19a	- Number *	29	80
19b	- Percent *	72.5%	80.0%
19c	- Number (English Learners) *	17	63
19d	- Percent (English Learners) *	42.5%	100.0%
Students who show improvement in Attendance			
20a	- Number	NA	70
20b	- Percent	NA	70.0%
* 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			

**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.

## **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 \$26,980 ("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,

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

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

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



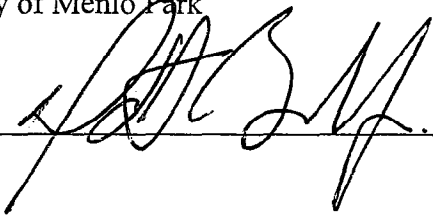
or unenforceable, the remaining provisions shall not be affected hereby and shall remain in full force and effect.

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

County of San Mateo

City of Menlo Park

By \_\_\_\_\_

By  \_\_\_\_\_

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

<b>MENLO PARK BUDGET</b>	<b>RATE PAID</b>	<b># QTY</b>	<b>COUNTY FUNDS USED</b>	<b>MATCHING FUNDS USED</b>	<b>SOURCE OF MATCHING FUNDS</b>
Adult Supervisor (wages and benefits)	\$31.00	1	\$0	\$13,020	General Fund
High School Tutors (wages 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				\$402	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					
<b>TOTAL</b>			<b>\$26,980</b>	<b>\$26,980</b>	

## 2001-02 HOMEWORK CENTER PERFORMANCE MEASURES SUMMARY

Line #	PERFORMANCE MEASURES	ACTUAL for School Year 2000-01 Menlo Park	TARGET for School Year 2001-02 Menlo Park
<b>GENERAL INFORMATION:</b>			
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	na	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
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 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%
<b>PARTICIPANT/PARENT SURVEY RESPONSES:</b>			
14	Total number of surveys received	25	60
Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school			
15a	- Number	25	60
15b	- Percent	100%	100%
Survey respondents who strongly agree or agree that the Homework Center is providing the necessary academic assistance to improve participating students' achievement			
16a	- Number	23	55
16b	- Percent	92%	92%
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	25	50
17b	- Number who strongly agree or agree	23	47
17c	- Percent	92%	94%
<b>SCHOOL PERFORMANCE:</b>			
Students at risk of retention who are promoted to the next grade			
18a	- Number	NA	10
18b	- Percent	NA	71%
Students who show improvement in Grades:			
19a	- Number	52	60
19b	- Percent	93%	83%
19c	- Number (English Learners)	36	48
19d	- Percent (English Learners)	97%	96%
Students who show improvement in Attendance:			
20a	- Number	40	55
20b	- Percent	71%	76%

**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.

- 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.

**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 \$13,920 ("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,

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



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

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

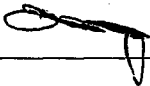
or unenforceable, the remaining provisions shall not be affected hereby and shall remain in full force and effect.

**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  \_\_\_\_\_

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

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

EXHIBIT 2  
2001-02 HOMEWORK CENTER PERFORMANCE MEASURES SUMMARY

11/5/01

Line #	PERFORMANCE MEASURES	ACTUAL for School Year 2000-01 Pacifica	TARGET for School Year 2001-02 Pacifica
<b>GENERAL INFORMATION:</b>			
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%
6	Number of students served who are English learners	10	23
7	Percent English learners	20.8%	35.4%
8	Number of high school students trained to tutor	4	3
9	Average number of tutors on site per day	3	3
10	Cost per student served (Total Homework Center Budget/ADA)	\$ 2,284	\$ 1,392
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 3.33	1 to 6.66
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	39
13b	- Percent	60.4%	60.0%
<b>PARTICIPANT/PARENT SURVEY RESPONSES:</b>			
14	Total number of surveys received	48	50
	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 assistance to improve participating students' achievement		
16a	- Number	46	48
16b	- 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	10
17b	- Number who strongly agree or agree	10	10
17c	- Percent	100.0%	100.0%
<b>SCHOOL PERFORMANCE:</b>			
	Students at risk of retention who are promoted to the next grade		
18a	- Number	4	6
18b	- Percent	100%	100%
	Students who show improvement in Grades:		
19a	- Number	24	35
19b	- Percent	50.0%	53.8%
19c	- Number (English Learners)	NA	20
19d	- Percent (English Learners)	NA	87.0%
	Students who show improvement in Attendance:		
20a	- Number	NA	16
20b	- Percent	NA	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.

- 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.



**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 \$45,260 ("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,

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

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

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

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 \_\_\_\_\_

By Michael P. Govey

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

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

EXHIBIT 2  
2001-02 HOMEWORK CENTER PERFORMANCE MEASURES SUMMARY

11/5/01

Line #	PERFORMANCE MEASURES	ACTUAL for	TARGET for
		School Year 2000-01 San Carlos	School Year 2001-02 San Carlos
<b>GENERAL INFORMATION:</b>			
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%
8	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
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 6	1 to 6
12	Hourly wage for tutors	\$ 8.00	\$ 8.00
	Students who regularly use Homework Center (at least 2 days or 6 hours per week)		
13a	- Number	82	100
13b	- Percent	59.9%	66.7%
<b>PARTICIPANT/PARENT SURVEY RESPONSES:</b>			
14	Total number of surveys received	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 assistance 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	100.0%
<b>SCHOOL PERFORMANCE:</b>			
	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:		
19a	- Number *	11	150
19b	- Percent *	91.7%	100.0%
19c	- Number (English Learners)	N/A	3
19d	- Percent (English Learners)	N/A	30.0%
	Students who show improvement in Attendance:		
20a	- Number *	6	120
20b	- Percent *	50.0%	80.0%
	* 2000-01 actuals for improvement in grades and attendance were based on a total of 12 surveys to which responses were given in these areas.		

**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 28~~th~~ day of November, 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.

- 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.

**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 \$42,333 ("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,

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

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

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

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 Mateo

By \_\_\_\_\_

By  \_\_\_\_\_ N11614

EXHIBIT 1A

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

SAN MATEO-MID PENINSULA BOYS & GIRLS CLUB BUDGET	RATE PAID	# QTY	COUNTY FUNDS USED	MATCHING FUNDS USED	SOURCE OF 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, incentives			\$5,000	\$8,285	Phillip Morris, Fitzpatrick Foundation, 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:					
<b>TOTAL</b>			<b>\$25,405</b>	<b>\$29,875</b>	



**EXHIBIT 1B**  
**2001-02 Homework Center Budget Summary - Homework Central**

<b>SAN MATEO-Homework Central Budget</b>	<b>RATE PAID</b>	<b># QTY</b>	<b>COUNTY FUNDS USED</b>	<b>MATCHING FUNDS USED</b>	<b>SOURCE OF MATCHING FUNDS</b>
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					
<b>TOTAL</b>			<b>\$16,928</b>	<b>\$33,750</b>	

EXHIBIT 2A  
2001-02 HOMEWORK CENTER PERFORMANCE MEASURES SUMMARY

11/9/01

		ACTUAL for School Year 2000-01	TARGET for School Year 2001-02
		Mid-Peninsula Boys & Girls Club	Mid-Peninsula Boys & Girls Club
Line #	PERFORMANCE MEASURES	San Mateo	San Mateo
	<b>GENERAL INFORMATION:</b>		
1	Total Homework Center Budget (include all funding sources)	\$50,810	\$55,280
2	Total number of individual students served during school year	615	650
3	Average number of students served per day (ADA)	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
10	Cost per student served (Total Homework Center Budget/ADA)	\$ 423	\$ 461
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 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	615
13b	- Percent	94.3%	94.6%
	<b>PARTICIPANT/PARENT SURVEY RESPONSES:</b>		
14	Total number of surveys received	70	75
	Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school		
15a	- Number	70	75
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		
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		
17a	- Number responding as applicable	70	50
17b	- Number who strongly agree or agree	70	50
17c	- Percent	100.0%	100.0%
	<b>SCHOOL PERFORMANCE:</b>		
	Students at risk of retention who are promoted to the next grade		
18a	- Number	48	58
18b	- Percent	36%	83%
	Students who show improvement in Grades:		
19a	- Number	400	520
19b	- Percent	65.0%	80.0%
19c	- Number (English Learners)	N/A	34
19d	- Percent (English Learners)	N/A	6.5%
	Students who show improvement in Attendance:		
20a	- Number	492	520
20b	- Percent	80.0%	80.0%

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

		ACTUAL for School Year 2000-01	TARGET for School Year 2001-02
		Homework Central	Homework Central
Line #	PERFORMANCE MEASURES	San Mateo	San Mateo
	<b>GENERAL INFORMATION:</b>		
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%	44.4%
6	Number of students served who are English learners	54	54
7	Percent English learners	75.0%	75.0%
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)	\$ 1,071	\$ 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 hours per week)		
13a	- Number	72	72
13b	- Percent	100.0%	100.0%
	<b>PARTICIPANT/PARENT SURVEY RESPONSES:</b>		
14	Total number of surveys received	16	16
	Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school		
15a	- Number	16	16
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		
16a	- Number	15	15
16b	- Percent	93.8%	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	14	14
17b	- Number who strongly agree or agree	14	14
17c	- Percent	100.0%	100.0%
	<b>SCHOOL PERFORMANCE:</b>		
	Students at risk of retention who are promoted to the next grade		
18a	- Number	20	27
18b	- Percent	63%	85%
	Students who show improvement in Grades:		
19a	- Number	68	72
19b	- Percent	94.4%	100.0%
19c	- Number (English Learners)	54	54
19d	- Percent (English Learners)	100.0%	100.0%
	Students who show improvement in Attendance:		
20a	- Number	72	72
20b	- Percent	100.0%	100.0%

**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.

- 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.

**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 \$22,600 ("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,

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



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

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

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 MAW \_\_\_\_\_

**APPROVED**

DATE 11-7-2001

[Signature]  
CITY ATTORNEY

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

<b>SOUTH SAN FRANCISCO BUDGET</b>	<b>RATE PAID</b>	<b># QTY</b>	<b>COUNTY FUNDS USED</b>	<b>MATCHING FUNDS USED</b>	<b>SOURCE OF MATCHING FUNDS</b>
Adult Supervisor (wages and benefits)	\$23.29	1 FTE		\$62,998	Silver Giving Foundation, Lucille Packard Foundation for Children's Health
High School Tutors (wages and benefits)	\$8.55	0.6 FTE	\$11,760		
Other Labor (specify and include wages and benefits)					
Homework Club and Start Now Assistants	\$16.03	2.4 FTE	\$10,840	\$73,197	Oracle, Schwab Family Foundation, Atkinson Foundation, Woodlawn Foundation, Lucille Packard Foundation for Children's Health
Instructional Materials: Books				\$7,000	Schwab Family Foundation; Ronald McDonald House Charities of BA; CA State Library;
Fingerprinting Costs				\$840	City
Technology Items:				\$5,000	CA State Library
Snacks/Food Items				\$1,500	CA Dept of Ed
Indirect Costs (include administrative oversight and Business Office expense)				\$45,000	City (partial expense)
Other Items: Staff/Tutor Training, Give-Away Books				\$7,000	CA State Library; Lucille Packard Foundation for Children's Health
<b>TOTAL</b>			<b>\$22,600</b>	<b>\$202,535</b>	

## 2001-02 HOMEWORK CENTER PERFORMANCE MEASURES SUMMARY

		ACTUAL for School Year 2000-01	TARGET for School Year 2001-02
Line #	PERFORMANCE MEASURES	South San Francisco	South San Francisco
	<b>GENERAL INFORMATION:</b>		
1	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
5	Percent at risk of retention	40.8%	44.8%
6	Number of students served who are English learners	120	113
7	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
12	Hourly wage for tutors	\$ 7.82	\$ 8.55
	Students who regularly use Homework Center (at least 2 days or 6 hours per week)		
13a	- Number	113	113
13b	- Percent	90.4%	90.4%
	<b>PARTICIPANT/PARENT SURVEY RESPONSES:</b>		
14	Total number of surveys received	48	65
	Survey respondents who strongly agree or agree that the Homework Center provides participating students with a safe learning environment after school		
15a	- Number	48	65
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		
16a	- Number	48	65
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		
17a	- Number responding as applicable	48	63
17b	- Number who strongly agree or agree	48	63
17c	- Percent	100.0%	100.0%
	<b>SCHOOL PERFORMANCE:</b>		
	Students at risk of retention who are promoted to the next grade		
18a	- Number	49	54
18b	- Percent	96%	96%
	Students who show improvement in Grades:		
19a	- Number	84	84
19b	- Percent	67.2%	67.2%
19c	- Number (English Learners)	120	120
19d	- Percent (English Learners)	96.0%	96.0%
	Students who show improvement in Attendance:		
20a	- Number	N/A	63
20b	- Percent	N/A	50.4%