

**GRANT AGREEMENT BETWEEN SAN MATEO COUNTY
AND SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS
FOR HOMEWORK CENTERS**

This Agreement is made and entered into this ____ day of _____, 2004 by and between San Mateo County ("County") and the San Mateo County Superintendent of Schools ("County Superintendent").

RECITALS

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

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

I. COUNTY SUPERINTENDENT'S RESPONSIBILITIES:

A. In exchange for the payments set forth herein, County Superintendent shall enter into contracts with local elementary school districts to establish homework centers in San Mateo County. Each contract shall generally conform to the terms set forth in Exhibit A to the Agreement, which is attached hereto.

B. County Superintendent shall provide to County performance measures as completed by individual school sites, along with a recap of the data within 60 days of the conclusion of this Agreement. County will be permitted to observe each Homework Center, meet with

Homework Center staff, and review the curriculum and financial documents. County Superintendent will allow County to audit the program's performance data and financial documents.

II. COUNTY'S RESPONSIBILITIES:

In consideration of County Superintendent's administration of the grants to local school districts for homework centers in accordance with the provisions of this Agreement, County shall pay to County Superintendent **\$389,098** ("Grant") upon execution of this Agreement.

III. TERM OF THE AGREEMENT

The term of the agreement shall commence on July 1, 2003 and terminate on June 30, 2004, 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 County Superintendent and County.

V. INDEMNIFICATION AND HOLD HARMLESS

The County Superintendent 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 County Superintendent, 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 Superintendent, its officers, agents, employees and/or servants, provided that this shall not apply to injuries or damage for which County has 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 County Superintendent, 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 County Superintendent 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 30 days written notice to County Superintendent specifying County Superintendent's or School District's breach of any of the terms of this Agreement or School District's Agreement, provided that if County Superintendent or School District cures the breach within the 30 days notice period to the satisfaction of the County the contract will not terminate. Alternatively, County Superintendent may initiate a cure within the 30 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 County Superintendent

fails to initiate the cure within the 30 days or fails to complete the cure within the time specified in writing, the contract will terminate. County Superintendent 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. Unexpended funds shall include any money not paid to School Districts as well as any money collected back from School Districts pursuant to the County Superintendent's contracts with School Districts.

VIII. COMPLIANCE WITH ALL LAWS

County Superintendent 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 County Superintendent to penalties, to be determined by the County Manager, including but not limited to: i) termination of this

Agreement; ii) disqualification of the County Superintendent 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 County Superintendent'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 County Superintendent under the Agreement or another Agreement between County Superintendent 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 County Superintendent 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. County Superintendent shall provide County with a copy of its response to the Complaint when filed.

With respect to the provision of employee benefits, County Superintendent 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

County Superintendent of Schools

By _____

By _____

EXHIBIT A
GRANT AGREEMENT BETWEEN
THE SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS
AND THE _____ SCHOOL DISTRICT
FOR A HOMEWORK CENTER
2003 - 2004

This Agreement is made and entered into this ____ day of _____, 2003 by and between the San Mateo County Superintendent of Schools, ("County Superintendent") and the _____ **School District**, a subdivision of the State of California ("District").

RECITALS

WHEREAS, the County Superintendent has received a grant from the County of San Mateo to assist in funding Homework Centers in local school districts throughout the County of San Mateo; and

WHEREAS, the Board of Supervisors of the County of San Mateo and the County Superintendent of Schools, in consultation with the Superintendents of the local school districts in the County of San Mateo, have determined that many of our elementary school-aged children would benefit from an after school academic assistance program designed to motivate and support youth in improving academic achievement; and

WHEREAS, the local school districts are unable to fund fully Homework Centers from current revenues; and

WHEREAS, County Superintendent and District have determined that _____ District is willing to establish a program for the operation of a Homework Center under the guidelines developed by the Board of Supervisors and the County Superintendent:

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

I. DISTRICT RESPONSIBILITIES

A. In exchange for the payments set forth herein, District agrees to establish and administer a Homework Center for students in grades K-8. District will provide a suitable environment for at least 25 students to complete homework assignments, read,

conduct research, and receive tutoring assistance.

B. The Homework Center will be open on a regularly scheduled basis.

C. The Homework Center will be staffed at all times by at least one adult supervisor and at least one high school-aged tutor for each eight children enrolled in the program. The District will ensure that it will comply with all fingerprint statutes.

D. District will develop criteria and procedures for selecting and monitoring tutors and provide ongoing training for the tutors. In particular, District will take appropriate steps to ensure that candidates for tutoring positions will serve as capable tutors and effective role models for younger students. District will review the prospective tutors' academic and behavioral/discipline records as part of this process, and will also require positive recommendations from teachers or other school staff familiar with the tutor candidate.

E. No fees will be charged to participating students; however, District may limit the number of participating students to 25 students.

F. The District will ensure that teachers are notified of their students' attendance and participation in the program.

G. District will ensure that participating students have access to technology necessary to complete their homework.

H. District will design and implement curriculum modules and provide necessary materials and equipment needed in the Centers.

I. District will allocate District funds equal to 40% of the Grant Award set forth in Part II in accordance with the Homework Center Budget, attached hereto as Exhibit A.

J. District will assist County Superintendent in evaluating the effectiveness of the program by providing an evaluation to County Superintendent. County Superintendent will be permitted to observe the program, meet with Homework Center staff, and review the curriculum and financial documents developed by District. District will allow County Superintendent to audit the program.

K. The Homework Center will be provided by School District in accordance with the program description set forth in Exhibit A attached hereto.

II. COUNTY SUPERINTENDENT'S RESPONSIBILITIES

In consideration of District's development and implementation of a Homework Center in accordance with the provisions of this Agreement, County Superintendent will pay to District the total amount of \$_____ ("Grant Award"). Payment of the Grant Award shall be paid to District at the conclusion of the contract term upon submittal of evidence of program expenditures and evaluation establishing compliance with the terms of this Agreement and expenditure of the Grant Award and District matching funds in accordance with the budget set forth in Exhibit A.

III. TERM OF THE AGREEMENT

The term of the agreement shall commence on the first date stated above and terminate on **June 30, 2004**, 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 County Superintendent and District.

V. INDEMNIFICATION AND HOLD HARMLESS

The School District shall indemnify and save harmless the County Superintendent and County of San Mateo, 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 School District, or damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to, the concurrent passive negligence of the County Superintendent and County of San Mateo, its officers, agents, employees and/or servants, resulting from the performance of any work required by this Agreement of School District, its officers, agents, employees and/or servants, provided that this shall not apply to injuries or damage for which County Superintendent and County of San Mateo have been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The County Superintendent and County of San Mateo shall indemnify and save harmless the School District, 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 Superintendent and County of San Mateo, or damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to, the concurrent passive negligence of the School District, its officers, agents, employees and/or servants, resulting from the performance of any work required by this Agreement of County Superintendent and County of San Mateo, its officers, agents, employees and/or servants, provided that this shall not apply to injuries or damage for which School District has been found in a court of competent jurisdictions to be solely liable by reason of its own negligence or willful misconduct.

VI. TERMINATION OF AGREEMENT

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County Superintendent may terminate this Agreement upon 15 days written notice to District specifying District's breach of any of the terms of this Agreement. District may cure the specified breach within the 15 day notice period. In the event that District fails to cure or to commence to cure the specified breach within the 15 day notice period, the Agreement shall be terminated.

VII. COMPLIANCE WITH ALL LAWS

District shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Without limiting the generality of the foregoing, District shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed or national origin in connection with or related to the performance of this Agreement.

VIII. MISCELLANEOUS PROVISIONS

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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.

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County Superintendent of Schools

_____ **School District**

By _____

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Date _____

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County Superintendent of Schools

By _____

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County Superintendent of Schools

_____ **School District**

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Date _____