

**FIFTH AMENDMENT TO THE AGREEMENT WITH
JEFFERSON UNION HIGH SCHOOL DISTRICT
TOOLS FOR SUCCESS AND PATHWAYS FOR SUCCESS PROGRAMS**

THIS FIFTH AMENDMENT, entered into this _____ day of _____, 2004, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Jefferson Union High School District, hereinafter called "Contractor";

WITNESSETH:

WHEREAS, on October 17, 2000, the County and Contractor entered into an Agreement setting forth the respective duties and responsibilities with respect to provision of Comprehensive Year-Round Employment and Training Related Services for Out-of-School Youth; and

WHEREAS, the Agreement has been amended on four previous occasions to add the Pathways for Success program for the In-School Youth, continue the services for both Pathways for Success and the Tools for Success program, increase the amount and extend the term; and

WHEREAS, the County and Contractor wish to further amend the Agreement by increasing the amount and extending the term of the Agreement for the purpose of continuing the Pathways for Success program and the Tools for Success program.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 1: Exhibits is hereby amended to read:

The following Exhibits are attached hereto and incorporated by reference therein.

Exhibit A-1: Key Terms and Definitions

Exhibit A4: FY 2004-05 Program Description for Pathways for Success: Exhibit A4 revised 10/04 hereby replaces A4 revised 04/04

Exhibit A5: FY 2004-05 Program Description for Tools for Success: Exhibit A5 revised 10/04 hereby replaces the A5 revised 10/04

Exhibit B4: FY 2004-05 Budget for Pathways for Success: Exhibit B4 revised 10/04 hereby replaces B4 revised 04/04

Exhibit B5: FY 2004-05 Budget for Tools for Success: Exhibit B5 revised 10/04 hereby replaces B5 revised 04/04

Exhibit C: Compliance with Section 504

Exhibit D: Program Monitoring

Exhibit E: Program Specific Requirements

Exhibit E-1: Program Specific Requirements – not changed but will remain as additional requirements through the term of the Agreement. Previously shown for FY 2000-01 only.

2. Exhibit A4 revised 04/04 is hereby deleted and replaced with Exhibit A4 revised 10/04, and is attached hereto and incorporated by reference herein.
3. Exhibit A5 revised 04/04 is hereby deleted and replaced with Exhibit A5 revised 10/04, and is attached hereto and incorporated by reference herein.

4. Exhibit B4 revised 04/04 is hereby deleted and replaced with Exhibit B4 revised 10/04, and is attached hereto and incorporated by reference herein.
5. Exhibit B5 revised 04/04 is hereby deleted and replaced with Exhibit B5 revised 10/04, and is attached hereto and incorporated by reference herein.
6. Section 3: **Payments** of the original Agreement is hereby amended to read as follows:

A. **Maximum Amount.** In full consideration of Contractor's performance of the services described in Exhibit A4 (Pathways for Success Program) and Exhibit A5 (Tools for Success Program), the Agreement is increased by \$65,625 for the Pathways for Success program and \$65,625 for the Tools for Success program so service for both programs can continue. The total increase to the Agreement is \$131,250. The amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed \$1,194,481 for the contract term.

B. **Rate of Payment.** The rate and terms of payment shall be as specified in Exhibit B. Any rate increase is subject to the approval of the Director of Human Services or her authorized representative, and shall not be binding on County unless so approved in writing. In no event may the rates established in revised 10/04 Exhibit B4 and revised 10/04 Exhibit B5 be increased to the extent that the maximum County obligation shall not exceed the total specified in paragraph 4A above. Each payment shall be conditioned on the performance of the services described in Exhibit A5 to the full satisfaction of the Director of Human Services or her representative.

C. **Time Limit for Submitting Invoices.** Contractor shall submit an invoice for services to County for payment in accordance with the provisions of revised 10/04 Exhibit B4 and revised 10/04 Exhibit B5. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one-hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. Section 16: **Term of the Agreement** is hereby amended to read as follows:

Subject to compliance with the terms and conditions of this Agreement for Comprehensive Year-Round Employment and Training and Related Services for In-School Youth, the term of this Agreement shall be from October 1, 2000 through **March 31, 2005**.

This Agreement may be terminated by Contractor and/or Director of County's Human Services Agency or her designee at any time upon thirty (30) days written notice to the other party.

Should Contractor fail to perform the covenants contained herein at the time and in the manner herein provided. County may at that time or any time thereafter terminate this agreement upon written notice. In the event of such termination, County may immediately proceed with the work to be performed under this agreement in any manner deemed proper by County. County may at

its sole discretion, deduct from the total amount paid to Contractor under this Agreement all or part of the cost associated with completion of such work.

4. All other terms and conditions of the Agreement dated the 17th day of October, 2000, and subsequent Amendments between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
*President,
Board of Supervisors*

Date: _____

ATTEST:

Clerk of Said Board

JEFFERSON UNION HIGH SCHOOL
DISTRICT

Date: _____

Michael J. Crilly, Superintendent



Signature

Date: 11/16/04

**PROGRAM DESCRIPTION
JEFFERSON UNION HIGH SCHOOL DISTRICT
PATHWAYS FOR SUCCESS**

A. ENROLLMENTS AND OUTCOMES

1. Contractor shall carryover 52 and enroll 25 new In-School WIA eligible youth participants during fiscal year (FY) 2004-2005. All participants must meet the definition of "In-School" youth described in (Exhibit A-1). They will continue to be served in order to complete goals established in their Individualized Service Strategy.
2. A minimum of 15 youth will participate in the summer jobs program.
3. A minimum of 4 youth will participate in unpaid internships/work experience.
4. A minimum of 25 youth will participate in the weekly Pathways Club meetings
5. A minimum of 15 youth will earn the required number of high school credits each year to graduate.
6. Twenty percent (20%) of youth will enter unsubsidized employment.
7. Fifty percent (50%) of youth will complete a career portfolio, which shall include: master application, resume, list of references, letter of introduction or recommendation, and Pathways certificate of completion.

**TRANSITIONAL PLAN FOR EXITING PARTICIPANTS
THROUGH PY2004-05**

Pathways shall exit fifty-two (52) participants by the end of the program year.

YOUNGER YOUTH PERFORMANCE STANDARDS (14-18 years of age)

New Enrollments (14-18)	25
New Enrollment (14-18) EXISTING CONTRACT for FY03-04	0
Carryover (14-18)	52
Total WIA Participants (14-18)	77
PERFORMANCE STANDARDS	
<p>Skill Attainment Rate <i>Measures the number of goals attained. Each youth assessed to be in need of basic skills, work readiness skills, and/or occupational skills must set a minimum of one (1) goal per year and may set a maximum of three (3) goals per year. All youth deficient in basic skills must set a basic skill attainment goal. The skill attainment goal(s) must be achieved within one year, with success being recorded in the quarter of goal achievement and failure recorded in the quarter one year from the time the goal was set if not attained by such time. Of the total number of goals set for all participants, 85% will be achieved within one (1) year.</i></p>	78%
<p>Diploma/Equivalent Attainment Rate <i>Measures the number of youth that get a diploma/equivalent through program interventions. Of those that enrolled in the program without a diploma/equivalent, 45% will have attained a diploma/equivalent prior to exiting the program.</i></p>	67%
<p>Retention Rate at Six Months <i>Measures youth engaged in specified activities six months after exit (through program interventions and follow-up). Of all youth who exit program services, 55% will be found in one of the following in the third (3^d) quarter after exit: post-secondary education; advanced training; employment; military service; qualified apprenticeship</i></p>	53%
Participant Customer Satisfaction Rate (weighted index)	75%
Employer Customer Satisfaction Rate (weighted index)	75%
<p>Positive Termination Rate at Exit <i>Due to the complexity of the performance measures (i.e., potential for multiple positive outcomes for a participant) local policy establishes the following general performance measure: 85% of all younger youth enrolled in program services will exit with at least one positive outcome.</i></p>	90%

OLDER YOUTH PERFORMANCE STANDARDS (19-21 years of age)

New Enrollments (19-21)	0
New Enrollments (19-21) EXISTING CONTRACT for FY03-04	0
Carryovers (19-21)	0
Total WIA Participants (19-21)	0
PERFORMANCE STANDARDS	
<p>Entered Employment Rate <i>Measures youth that get a job through program interventions. Of those who are not employed at registration and do not move on to post-secondary education or advanced training, 65% will have entered employment prior to exiting the program. Youth that exit without a job but are enrolled in post-secondary education or advanced training are excluded from this measure – youth that exit with a job and are enrolled in post-secondary education or advanced training are counted in this measure.</i></p>	67%
<p>Employment Retention Rate at Six Months <i>Measures youth that exit the program with a job and are still employed 6 months later (through program interventions and follow-up). Of those that are employed at exit (including those employed at registration) that do not move on to post secondary education or advanced training, 82% will still be employed in the 3^d quarter after exit. Youth employed at exit but not employed in the 3^d quarter that are in post-secondary or advanced training are excluded from this measure.</i></p>	82%
<p>Average Earnings Change in Six Months <i>Measures increased earnings through program interventions. Those employed at exit (including those employed at registration) that do not move on to post-secondary education or advanced training, will (on average being earning \$3,300 more six months after exit than they earned in the six months prior to registration (through program interventions and follow-up). Youth employed at exit but not employed in the 3^d quarter that are in post-secondary education or advanced training are excluded from this measure. Youth not employed in the first quarter after exit are also excluded from this measure. UI wage records are the only data used to measure this standard.</i></p>	\$3,050

Credential Rate at six Months	
<i>Measures those that received a credential (definition in Exhibit A-1, Key Terms) either during the program or within six months of exit. Of those that are employed, in post-secondary education, or advanced training at exit, 52% will receive a credential by the end of the 3rd quarter.</i>	55%
Participant Customer Satisfaction Rate (weighted index)	75%
Employer Customer Satisfaction Rate (weighted index)	75%
Positive Termination Rate at Exit	
<i>Due to the complexity of the performance measures (i.e., potential for multiple positive outcomes for a participant) local policy establishes the following general performance measure: 85% of all older youth enrolled in program services will exit with at least one positive outcome.</i>	90%

**Jefferson Adult School – Tools for Success
Comprehensive Year-Round Employment and Training Related Services
PY 2004 - 2005**

A. ENROLLMENTS AND OUTCOMES

1. Contractor shall enroll a minimum of 22 Out-of-School WIA eligible youth participants during program year (PY) 2004-2005. All participants must meet the definition of “Out-of-School” youth.
2. All 22 participants will complete comprehensive basic skills assessments and other assessment instruments to develop an Individual Services Strategy (ISS) that will outline their educational and employment goals and objectives.
3. All 22 participants will receive ongoing, comprehensive guidance and counseling as they work toward educational and career goals.
4. All 22 out-of-school youth will enroll in GED or Adult Basic Skills classes.
5. A minimum of 5 out-of-school youth will enroll in vocational training classes.
6. A minimum of 12 out-of-school youth will participate in support activities.
7. A minimum of 15 out-of-school youth will participate in life skills workshops and other personal/professional development activities.
8. Services will continue to be provided to 23 youth (younger youth and older youth) who are being carried over into the new fiscal year in order to attain their program goals. Therefore, a minimum of 45 youth will be served during this fiscal year.

**OUT-OF-SCHOOL
YOUNGER YOUTH PERFORMANCE STANDARDS (14-18 years of age)**

FY04-05

New Enrollments (14-18)	13
WIA Carryovers	14
Total WIA Participants (14-18)	27
PERFORMANCE STANDARDS	
<p>Skill Attainment Rate <i>Measures the number of goals attained. Each youth assessed to be in need of basic skills, work readiness skills, and/or occupational skills must set a minimum of one (1) goal per year and may set a maximum of three (3) goals per year. <u>All youth deficient in basic skills must set a basic skill attainment goal.</u> The skill attainment goal(s) must be achieved within one year, with success being recorded in the quarter of goal achievement and failure recorded in the quarter one year from the time the goal was set if not attained by such time. Of the total number of goals set for all participants, 85% will be achieved within one (1) year.</i></p>	78%
<p>Diploma/Equivalent Attainment Rate <i>Measures the number of youth that get a diploma/equivalent through program interventions. Of those that enrolled in the program without a diploma/equivalent, 40% will have attained a diploma/equivalent prior to exiting the program.</i></p>	67%
<p>Retention Rate at Six Months <i>Measures youth engaged in specified activities six months after exit (through program interventions and follow-up). Of all youth who exit program services, 55% will be found in one of the following in the third (3rd) quarter after exit: post-secondary education; advanced training; employment; military service; qualified apprenticeship</i></p>	53%
Participant Customer Satisfaction Rate (weighted index)	75%
Employer Customer Satisfaction Rate (weighted index)	75%
<p>Positive Termination Rate at Exit <i>Due to the complexity of the performance measures (i.e., potential for multiple positive outcomes for a participant) local policy establishes the following general performance measure: 85% of all younger youth enrolled in program services will exit with at least one positive outcome.</i></p>	90%

**OUT-OF-SCHOOL
 OLDER YOUTH PERFORMANCE STANDARDS (19-21 years of age)**

FY04-05

New Enrollments (19-21)	9
WIA Carryovers	9
Total WIA Participants (19-21)	18
PERFORMANCE STANDARDS	
<p>Entered Employment Rate <i>Measures youth that get a job through program interventions. Of those who are not employed at registration and do not move on to post-secondary education or advanced training, 65% will have entered employment prior to exiting the program. Youth that exit without a job but are enrolled in post-secondary education or advanced training are excluded from this measure – youth that exit with a job and are enrolled in post-secondary education or advanced training are counted in this measure.</i></p>	67%
<p>Employment Retention Rate at Six Months <i>Measures youth that exit the program with a job and are still employed 6 months later (through program interventions and follow-up). Of those that are employed at exit (including those employed at registration) that do not move on to post secondary education or advanced training, 82% will still be employed in the 3rd quarter after exit. Youth employed at exit but not employed in the 3rd quarter that are in post-secondary or advanced training are excluded from this measure.</i></p>	82%
<p>Average Earnings Change in Six Months <i>Measures increased earnings through program interventions. Those employed at exit (including those employed at registration) that do not move on to post-secondary education or advanced training, will (on average being earning \$3,300 more six months after exit than they earned in the six months prior to registration (through program interventions and follow-up). Youth employed at exit but not employed in the 3rd quarter that are in post-secondary education or advanced training are excluded from this measure. Youth not employed in the first quarter after exit are also excluded from this measure. UI wage records are the only data used to measure this standard.</i></p>	\$3,050
<p>Credential Rate at six Months <i>Measures those that received a credential (definition in Exhibit A-1, Key Terms) either during the program or within six months of exit. Of those that are employed, in post-secondary education, or advanced training at exit, 52% will receive a credential by the end of the 3rd quarter.</i></p>	55%
Participant Customer Satisfaction Rate (weighted index)	75%
Employer Customer Satisfaction Rate (weighted index)	75%
<p>Positive Termination Rate at Exit <i>Due to the complexity of the performance measures (i.e., potential for multiple positive outcomes for a participant) local policy establishes the following general performance measure: 85% of all older youth enrolled in program services will exit with at least one positive outcome.</i></p>	90%

TOOLS FOR SUCCESS EXPENDITURE BUDGET FOR 2004-2005
Out-of-School Youth Services - Year Round Program
July 1, 2004 - March 31, 2005

EXPENSES	Program	Admin	*TOTAL
Salaries:			
Coordinator	10,161	314	10,475
*Data Entry Clerk	1,597	49	1,646
*Employment Coordinator	23,688	733	24,421
Youth Advocate	10,312	319	10,631
MH Supervisor	1,140	35	1,175
Youth Development Specialist	13,622	421	14,043
Subtotal	60,520	1,872	62,391
Fringe Benefits	21,528	666	22,194
TOTAL PERSONNEL	82,048	2,538	84,585
SERVICES AND SUPPLIES			
Internship Stipends	653	20	673
Office supplies	150	5	155
Food	100	3	103
Mileage	150	5	155
Bus passes / taxi vouchers (8/15)	859	27	886
Transportation - field trips	150	5	155
Job training costs	160	5	165
GED Testing fees (27)	600	19	619
TOTAL SERVICES AND SUPPLIES	2,822	87	2,909
TOTAL EXPENSES	84,870	2,625	87,494

* Total Amount includes \$21,869 of rollover funds from FY 2003-04.

Salaries

Project Director:

Provides overall management of project including oversight of budget. Provides input on reports and supervises staff.

Data Entry Clerk:

Duties: enter WIA enrollment, exit, and other necessary data into the computer and run reports necessary

Employment Coordinator:

Duties: recruit participants, determine eligibility, enroll, monitor and exit. Do all paperwork necessary, attend meetings and trainings at the County. Develop internships and jobs, conduct career assessment and job readiness workshops.

Youth Advocate:

Perform individual, group and family counseling sessions. Do psycho-social assessments on each participant. Do advocacy and referral as necessary.

MH Supervisor (DCYHC):

Provide supervision 1 hr/week to the Youth Advocate.

Youth Development Specialist:

Provides leadership activities, college assistance services, and mentorships of enrollees.

Fringe Benefits:

Includes Medicare, OASDI, Unemployment Insurance, Medical, Dental, Life, LTD, and PERS.

Internship Stipends

Office and educ supplies

Mileage	\$.26/mile reimbursed for project related travel.
Bus passes	\$8/month for younger, \$15/month of older youth
Transportation - field trips	renting bus or van from school district
Job training costs	ROP, community college or other training program
GED testing fees	\$75 / person for whole battery
Student incentives	food, prizes, stipends for completion

SAN MATEO COUNTY
MEMORANDUM

DATE: November 23, 2004

TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163

FROM: Deborah Patten
FAX: (650) 596-3478 PONY: HSA210

SUBJECT: Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Jefferson Union High School District

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? No

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: More than 1

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Year round employment and training services for out of school youth.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$ <u>1m</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$ <u>1m</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	<u>\$statutory</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Priscilla Morse
Risk Management Signature

11-23-04
Date

Nor Cal ReLiEF

CERTIFICATE OF COVERAGE

ISSUE DATE 06/23/04

ADMINISTRATOR: Keenan & Associates, 97 South 2nd Street, Suite 300, San Jose, CA 95113. LICENSE # 0451271

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGES AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

COVERED PARTY: SAN MATEO COUNTY SIG, Jefferson Union High School District, 699 Serramonte Blvd., Suite 100, Daly City, CA 94015-3219

ENTITIES AFFORDING COVERAGE: ENTITY A Northern California ReLiEF

ATTN: Ron McEntire

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS, AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

Table with 6 columns: ENT LTR, TYPE OF COVERAGE, COVERAGE DOCUMENTS, EFFECTIVE / EXPIRATION DATE, MEMBER RETAINED LIMIT / DEDUCTIBLE, LIMITS. Rows include General Liability, Automobile Liability, Property, and Student Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL PROVISIONS: EMPLOYMENT AND TRAINING UNDER CONTRACT #136-50696.

CERTIFICATE HOLDER: County of San Mateo Employment & Training Administration, Private Industry Council, 262 Harbor Blvd, Bldg A, Belmont, CA 94002

CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/ JPA WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/ JPA OR AGENTS OR REPRESENTATIVES.

Handwritten signature of authorized representative.

AUTHORIZED REPRESENTATIVE

NORTHERN CALIFORNIA ReLIEF

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Jefferson Union High School District	NCR0120007	KEENAN & ASSOCIATES

Subject to all its terms, conditions, exclusions and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

County of San Mateo Employment & Training Administration, Private
Industry Council
262 Harbor Blvd, Bldg A
Belmont, CA 94002

As Respects:

EMPLOYMENT AND TRAINING UNDER CONTRACT #136-50696.



 Authorized Representative