

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
JEFFERSON UNION HIGH SCHOOL DISTRICT**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and JEFFERSON UNION HIGH SCHOOL DISTRICT, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement effective as of April 1, 2005, for the purpose of providing comprehensive year-round youth services through Contractor's "Pathways for Success" program; and

WHEREAS, the parties wish to amend the Agreement to extend the term and increase the amount of the Agreement to continue services through FY 2006-07.

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

1. Section 1: Exhibits is hereby Amended to read as follows:

Exhibit A:	Revised 07/06 Description of Services
Exhibit B:	Revised 07/06 Payments and Rates
Exhibit C:	Revised 07/06 Performance Standards
Exhibit D:	WIA Program Specific Requirements
Attachment G:	Budget for FY 2004-05
Attachment H:	Budget for FY 2005-06
Attachment I:	§504 Compliance
Attachment J:	Equal Benefits Ordinance Declaration
Attachment K:	Budget for FY 2006-07 - New

2. Exhibit A revised 07/06 hereby replaces original Exhibit A and is attached hereto and incorporated by reference herein.
3. Exhibit B revised 07/06 hereby replaces original Exhibit A and is attached hereto and incorporated by reference herein.

4. Exhibit B revised 07/06 hereby replaces original Exhibit A and is attached hereto and incorporated by reference herein.
5. Attachment K is hereby added and is attached hereto and incorporated by reference herein.
6. Section 2: Services to be performed by Contractor is hereby amended to read as follows:

In consideration of the payments set forth herein and in **Exhibit "B" revised 07/06**, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in **Exhibit "A" revised 07/06** and pursuant to the performance standards set forth in **Exhibit "C" revised 07/06**.

7. Section 3: Payments is hereby amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in **Exhibit "A" revised 07/06**, and pursuant to the performance standards set forth in **Exhibit "C" revised 07/06**, County shall make payment to Contractor based on the rates and in the manner specified in **Exhibit "B" revised 07/06**. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. **The Agreement is increased by \$121,500 for continuation of services through FY 2006-07.** In no event shall the County's total fiscal obligation under this Agreement exceed **three hundred thirty four thousand dollar, (\$334,000)**.

8. Section 4: Term and Termination is hereby amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **April 1, 2005 through June 30, 2007**.

This Agreement may be terminated by Contractor, the Human Services Agency Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the

Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

9. Section 11: Non-Discrimination is hereby amended to add paragraphs F and G as follows:
 - F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.
 - G. *Compliance with Contractor Employee Jury Service Ordinance.* Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.
10. All other terms and conditions of the Agreement dated April 1, 2005, between the County and Contractor shall remain in full force and effect.
11. This First Amendment, including any exhibits and attachments hereto, constitutes the entire understanding of the parties hereto with respect to the amendment to the parties' Original Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the parties concerning the amendment to the Original Agreement that are not expressly stated in this document are not binding. All subsequent modifications to this First Amendment shall not be effective unless set forth in a writing executed by both parties.

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

COUNTY OF SAN MATEO

By: _____
Jerry Hill, President
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

JEFFERSON UNION HIGH SCHOOL DISTRICT

Contractor's Signature

Date: _____

Description of Services
Jefferson Union High School District
“Pathways for Success”
Comprehensive Year-Round Employment and Training Related Services
April 1, 2005 through June 30, 2007

In consideration of payments set forth in Exhibit “B” revised 07/06, Contractor shall provide the following services outlined in Exhibit “A” revised 07/06 to the Agreement

Jefferson Union High School District shall administer the “Pathways for Success” Program through the Daly City Youth Health Center as follows:

For purposes of this Agreement, “In-School youth” is defined as a youth who has not received a secondary school diploma or its equivalent and is attending any school (including elementary, intermediate, junior high school, secondary or post-secondary, or alternative school or program), whether full or part-time or is between school terms and intends to return to school.

“Out-of-School youth is defined as a youth who is A) a school drop-out (defined as an individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent); or B) a youth who has received a secondary school diploma or its equivalent, but is skills deficient and who is unemployed or underemployed.

A. PARTICIPANTS SERVED FOR FY 2004-05
(4/1/05 – 6/30/05)

1. Contractor served fifty two (52) carryover and/or newly enrolled In-School WIA eligible younger youth participants during fiscal year (FY) 2004-2005. All participants met the definition of “In-School” youth. They will continue to be served in order to complete goals established in their Individualized Service Strategy.

B. PARTICIPANTS SERVED FOR FY 2005-06
(7/1/05–6/30/06)

1. Contractor shall serve sixty eight (68) carryover and/or newly enrolled In-School WIA eligible younger youth participants during fiscal year (FY) 2005-2006. All participants must meet the definition of “In-School” youth.

They will continue to be served in order to complete goals established in their Individualized Service Strategy.

D. PARTICIPANTS SERVED FOR FY 2006-07

(7/1/06–6/30/07)

1. Contractor shall serve sixty five (65) carryover and/or newly enrolled In-School WIA eligible younger youth participants during fiscal year (FY) 2006-2007. All participants must meet the definition of “In-School” youth. They will continue to be served in order to complete goals established in their Individualized Service Strategy.

Payments and Rates
Jefferson Union High School District
“Pathways for Success”
April 1, 2005 through June 30, 2007

In consideration of the services provided by Contractor in Exhibit “A” revised 07/06, County shall pay Contractor based on the following fee schedule:

1. **Services in FY 2004-05.** (4/1/05 – 6/30/05) County paid Contractor \$54,000 for services shown in Exhibit A and as referred to in Attachment G. Costs for Services in for the timeframe shown in this fiscal year were higher due to specialized services and a one time stipend of \$5,112.42 to provide college scholarships to qualifying high school students.
2. **Services in FY 2005-06.** (7/1/05 – 6/30/06) County shall pay Contractor monthly upon receipt and approval of invoice of actual costs incurred for services shown in Exhibit A and as referred to in Attachment H. Services for FY 2005-06 shall not exceed \$158,500.
3. **Services in FY 2006-07.** (7/1/06 – 6/30/07) County shall pay Contractor monthly upon receipt and approval of invoice of actual costs incurred for services shown in Exhibit A revised 07/06 and as referred to in Attachment K. Services for FY 2006-07 shall not exceed \$121,500 for a twelve month period. Services for FY 2006-07 will be reduced due to a decrease in funding.
4. **Total Agreement Obligation:** Total payment for services provided over the term of the Agreement shall not exceed \$334,000.

**Performance Standards
Jefferson Union High School District
“Pathways for Success”
Comprehensive Year-Round Employment and Training Related
Services
April 1, 2005 through June 30, 2007**

Performance Standards for FY 2004-05 (4/1/05-6/30/05)

New Enrollments (14-18)	0
Carryover (14-18)	52
Total WIA Participants (14-18)	52
PERFORMANCE STANDARDS	
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>	78%
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>	67%
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>	53%
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 younger youth enrolled in program services will</i>	90%

exit with at least one positive outcome.	
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Performance Standards for FY 2005-06 (7/1/05-6/30/06)

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

New Enrollments (14-18)	25
Carryover (14-18)	43
Total WIA Participants (14-18)	68
PERFORMANCE STANDARDS	
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>	78%
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>	67%
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>	53%
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 younger youth enrolled in program services will exit with at least one positive outcome.</i>	90%

Performance Standards for FY 2006-07 (7/1/06-6/30/07)

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

New Enrollments (14-18)	20
Carryover (14-18)	45

Total WIA Participants (14-18)	65
PERFORMANCE STANDARDS	
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>	83%
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>	66%
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>	63%
Participant Customer Satisfaction Rate (weighted index)	77%
Employer Customer Satisfaction Rate (weighted index)	77%
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>	90%

			Total	Program	Admin	Explanation/Narrative
PERSONNEL						
Project Director	.15 FTE	\$40.21/hr x 4 hr/wk x 52 wks	8,363.68	8,363.68		0.00 provides overall project management, assists with participant follow-up; meets regularly with project staff.
Employment Coordinator	1.0 FTE	\$22.56/hr x 35 hr/wk x 52 wks	41,021.93	41,021.93		0.00 coordinates program activities, recruitment/eligibility, case management, supervises outreach worker, vocational counselor.
Outreach Worker	.40 FTE	\$16.62/hr x 16 hrs/wk x 2 months	2,304.64	2,304.64		0.00 recruits participants, plans field trips/youth development activity, helps with follow-up activities.
Outreach Worker	.30 FTE	\$16.62/hr x 12 hrs/wk x 10 months	8,642.40	8,642.40		0.00 recruits participants, plans field trips/youth development activity, helps with follow-up activities.
Vocational Counselor	.40 FTE	\$14.63/hr x 16 hr/wk x 9 weeks	2,106.72	2,106.72		0.00 provides temporary assistance for summer work program; conducts worksite meetings with site supervisors and participants.
Mental Health Clinical Supervisor	.05 FTE	\$26.79/hr x 2 hr/wk x 39 wks	2,089.62	2,089.62		0.00 provides supervision for career counseling intern and mental health counseling to project participants as needed.
16 Students	N/A	\$7.25/hr x 16 hr/wk x 7 wks	12,992.00	12,992.00		0.00 students participate in subsidized summer work program; each student works 16 hrs/wk x 7 wks.
Subtotal			77,520.99	77,520.99		0.00 subtotal of all project salaries without benefits.
Benefits for full-time positions	29.00%		14,927.82	14,927.82		0.00 benefits for full-timers include mandated and fringe benefits provided by JUHSD, the employer.
Benefits for part-time positions	12.50%		7,553.27	7,553.27		0.00 benefits for part-timers do not include health and welfare benefits and are calculated at a lower rate.
			22,481.09	22,481.09		0.00 subtotal of benefits for all project staff.
TOTAL PERSONNEL			100,002.08	100,002.08		0.00 total salaries and benefits for all project staff.
SERVICES AND SUPPLIES						
Direct to Program						
Conference/Meeting		200.00	200.00	200.00		0.00 staff participation in relevant, local seminars and meetings.
Field Trips		3,000.00	3,000.00	3,000.00		0.00 field trip admission and participant expenses; substitute teacher credential fees; bus transportation.
Stipends		3,022.00	3,022.00	3,022.00		0.00 career discovery group stipends, follow up incentives, stipends for internships/youth development
Training		200.00	200.00	200.00		0.00 staff participation in local trainings.
Total Direct to Program			6,422.00	6,422.00		0.00 total direct to program costs.
Non-direct to program						
Contracts						
GED Contract		1,500.00	1,500.00	1,500.00		0.00 contract with GED Center for computer entry of participant data.
San Francisco State University Contract		1,000.00	1,000.00	1,000.00		0.00 contract with SFSU for placement of graduate student intern specializing in career counseling; WIB supports portion of contract.
Fingerprinting		100.00	100.00	100.00		0.00 fingerprinting as required by JUHSD for any new hires.
Janitorial		280.00	280.00	280.00		0.00 cleaning service for project offices.
Mileage Reimbursement		1,000.00	1,000.00	1,000.00		0.00 reimbursement to project staff to/from service and intervention sites @ \$.445/mile.
Office Supplies		150.00	150.00	150.00		0.00 desk supplies, copy paper, presentation supplies, postage meter supplies.
Postage		300.00	300.00	300.00		0.00 use of postage meter and postage for letters and correspondences to students, parents, employers and agencies.
Phone/Fax		400.00	400.00	400.00		0.00 use of phones, fax and voicemail system in conducting all project activities.
Printing		500.00	500.00	500.00		0.00 use of photocopier, printer, digital duplicator and outside printer for forms and literature.
Rent		1,740.00	1,740.00	1,740.00		0.00 use of offices and conference room by project staff.
Utilities		516.00	516.00	516.00		0.00 use of water, garbage, gas and electricity by project staff.
Indirect		7,589.92	0.00	7,589.92		JUHSD's indirect rate of 6.26% for FY 06-07 as per State Office of Education.
Total non-direct to program			15,075.92	7,486.00	7,589.92	
Total Services and Supplies			21,497.92	13,908.00	7,589.92	
TOTAL EXPENSES			121,500.00	113,910.08	7,589.92	