

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
THE COUNTY SUPERINTENDENT OF SCHOOLS**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the San Mateo County Superintendent of Schools, 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 to provide after-school academic program grants on September 16, 2007 with resolution number 069689; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$300,000 and extend the term by 12 months from July 1, 2007 through December 31, 2010.

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

1. Section II of the Agreement: County's Responsibilities, is hereby amended to read as follows:

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 a maximum of \$900,000 ("Grant"), of which up to \$300,000 will be paid upon receipt of performance data from all homework center sites for the 2007-08 school year, up to \$300,000 upon receipt of 2008-09 school year and up to \$300,000 upon receipt of 2009-10 performance data within the timeframe specified in Section I-B of this Agreement.

2. Section III of the Agreement: Term of the Agreement, is hereby amended to read as follows:

The term of the Agreement shall commence on September 1, 2007 and terminate on December 31, 2010, unless sooner terminated in accordance with the terms of this Agreement.

3. Original Exhibit A: Grant Agreement, is replaced in its entirety with Revised Exhibit A (revised October 2009), which is attached hereto and incorporated by reference herein.
4. **All other terms and conditions of the agreement dated September 16, 2007, 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: _____
Mark Church, President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

County Superintendent of Schools

Contractor's Signature

Date: _____

Revised 10/09

EXHIBIT A
GRANT AGREEMENT BETWEEN
THE SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS
AND THE _____ SCHOOL DISTRICT
FOR A HOMEWORK CENTER
2009 - 2010

This Agreement is made and entered into this ____ day of _____, 2009 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:

DISTRICT RESPONSIBILITIES

A. In exchange for the payments set forth herein, Districts agree to establish and administer a Homework Center for students in grades K-8 upon County of San Mateo and County Superintendent of Schools' approval of school's Memorandum of Understanding (MOU). Schools will submit an MOU to their school districts,. Districts will provide a suitable environment for an average of 20 students per month at each center to complete homework assignments and receive tutoring assistance.

B. The Homework Center will be open on a regularly scheduled basis. Each Homework Center will be operated for a minimum of five hours per week. Up-to-date Homework Center schedules shall be posted at the school front office at all times including contact information for the Homework Center Director.

C. The Homework Center will be staffed at all times by at least one person of age 21 and over. The tutor to student ratio will be a maximum of 1:10 at each Center. 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. Preference will be given to centers who utilize qualified high school aged tutors. 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, Districts may limit the number of participating students to 30 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 and County of San Mateo 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 and County 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.

L. Daily Attendance records that include original student signatures shall be sent to the District by Homework Centers for the End of Year report. These records may be audited by County Superintendent of Schools or County of San Mateo.

M. CHILD ABUSE PREVENTION AND REPORTING

1. District agrees to ensure that all known or suspected instances of child abuse or neglect are promptly reported to a child protective agency. All employees, consultants, volunteers or agents performing services under this contract who are required by the Penal Code to report child abuse or neglect shall be advised in writing that their obligation to report such abuse or neglect applies to their interactions with children at the homework center. District shall encourage such reporting even when employees, consultants, volunteers or agents are not required as mandatory reporters to report child abuse under the Penal Code whenever they gain

knowledge, or reasonably suspect, that a child has been a victim of abuse or neglect.

2. District agrees to confirm the identity of all persons who will interact with children in providing services under this contract through the presentation and photocopying of appropriate photo identification. District agrees to follow whatever of its internal procedures, regulations and practices will best ensure that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor do not have a criminal history that could compromise the safety of children. If District discovers through any method (fingerprint checks, reference checks, referral to police agency, self-disclosure, or otherwise) that any person who provides services under this contract has a criminal history that could compromise the safety of children, it shall take measures to prevent such person from having further access to the homework center. Nothing in this contract shall be read to constraint or limit any legally exercised discretion of the District to refuse to permit any person to provide services or to volunteer in the homework centers on any basis the District deems appropriate.

3. District shall adopt rules and regulations that discourage, and to the extent possible, prevent unsupervised one-on-one interactions between minors and adults. District shall prevent persons who provide services under this contract from seeking to provide tutoring or other services to students except in District-provided facilities with public access, and shall discipline or, where appropriate, promptly terminate the access of persons who have sought or volunteered to provide homework center services to children in an isolated setting.

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, 2009**, 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

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

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

A. The parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of California.

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 Superintendent 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 Superintendent of Schools _____ **School District**

By _____

By _____

Date _____

Date _____