

**EXHIBIT A**  
**GRANT AGREEMENT BETWEEN**  
**THE SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS**  
**AND THE SAN CARLOS ELEMENTARY SCHOOL DISTRICT**  
**FOR ACADEMIC CENTERS**  
**2015 – 2016**

This Agreement is made and entered into this **October 29, 2015** by and between the San Mateo County Superintendent of Schools, (“County Superintendent”) and the **San Carlos Elementary 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 Academic 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 Academic Centers from current revenues; and

**WHEREAS**, County Superintendent and District have determined that the **San Carlos Elementary School District** is willing to establish a program for the operation of Academic Center(s) 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, for the 2015-16 school year, District agrees to establish and administer Academic Center(s) 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. District will provide a suitable environment to serve students at each center to receive contextualized English/Language Arts and/or Math, academic support in core academic subjects, and development of study skills.

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

**C.** The Academic Center will be staffed at all times by at least one person of age 21 or over. The recommended tutor to student ratio will be 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 Academic Center staff and provide ongoing training. District will review the prospective staff academic and behavioral records as part of this process.

**E.** No fees will be charged to participating students; however, District 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 Academic Center(s).

- G.** District will ensure that participating students have access to technology necessary to support the Academic Center activities.
- H.** District will design and implement Academic Center(s) curriculum and will 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 established Academic Center(s) Budget.
- J.** District will assist County Superintendent in evaluating the effectiveness of the program by providing an evaluation to County Superintendent and County of San Mateo; both parties will be permitted to observe the program, meet with Academic Center staff, and review the curriculum and financial documents developed by District. District will allow County Superintendent and County of San Mateo to audit the Academic Center(s).
- K.** The Academic Center(s) will be provided by School District in accordance with the program description set forth in the Academic Center(s) application.
- L.** Daily or Monthly Attendance records that include original signatures shall be kept at school sites for a minimum of two years. These records may be audited by County Superintendent of Schools, or County of San Mateo.
- M.** The District will ensure that teachers and/or Academic Center(s) site coordinators are provided with pre and post Academic Center participation grades information, and the most recent state and/or locally defined academic progress indicator(s) in Math and English Language Arts (ELA). Additionally, attendance, and/or other indicators of program success. If students are classified as English Learners (EL), the California English Language Development Test (CELDT) overall performance level and any other locally defined English Language Development (ELD) progress indicator(s) will be provided.

For students who attend Centers an average of 8 times a month, teachers and/or site coordinator will complete a mid-program and end of program evaluation that will require quantitative assessment of student's academic progress, homework completion and school attendance as appropriate to program objectives.

#### **N. 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 academic 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 academic 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 academic 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 academic center services to children in an isolated setting.

## II. COUNTY SUPERINTENDENT'S RESPONSIBILITIES

In consideration of District's development and implementation of an Academic Center in accordance with the provisions of this Agreement, County Superintendent will pay to District the total amount of **TWENTY ONE THOUSAND FIVE HUNDRED EIGHTY ONE DOLLARS (\$21,581.00)** ("Grant Award") for the 2015-16 fiscal year. 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 Academic Center(s) established budget.

## III. TERM OF THE AGREEMENT

The term of the agreement shall commence on the first date stated above, and terminate on **June 30, 2016**, unless terminated sooner 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.
- E. This Agreement may only be amended by formal written agreement executed by both parties.
- F. 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.

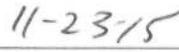
**SAN MATEO COUNTY  
SUPERINTENDENT OF SCHOOLS**

**SAN CARLOS ELEMENTARY  
SCHOOL DISTRICT**

By  \_\_\_\_\_  
Denise Porterfield, Deputy Superintendent

By  \_\_\_\_\_  
Signature of Superintendent

 \_\_\_\_\_  
Date

 \_\_\_\_\_  
Date

