



**SAN MATEO  
COUNTY  
OFFICE OF  
EDUCATION**

**Excellence and Equity in Education**

Nancy Magee • County Superintendent of Schools

## **AGREEMENT BETWEEN**

### **THE SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS AND THE RAVENSWOOD CITY SCHOOL DISTRICT FOR 2019–2020 ACADEMIC CENTERS GRANT AWARDS**

This Agreement is made and entered into this **September 26, 2019** by and between the San Mateo County Office of Education (“SMCOE”) and the **Ravenswood City School District** (“District”).

#### **RECITALS**

**WHEREAS**, the County Superintendent has received a grant from the County of San Mateo to assist in funding Academic Centers (“ACs”) in local school districts throughout the County of San Mateo; and

**WHEREAS**, the Board of Supervisors of the County of San Mateo and the San Mateo 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 program designed to motivate and support youth in improving achievement; and

**WHEREAS**, the County Superintendent and District have determined that the **Ravenswood City School District** is willing to establish a program for the operation of ACs 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 2019-2020 school year, District agrees to establish and administer ACs for students in grades K-8 upon County of San Mateo and County Superintendent of Schools’ approval of the 2019-2020 ACs projects.

- B.** The District will provide a suitable environment for an average of 20 students daily at each ACs to receive enrichment support that may include math, science, English/Language Arts/English Language Development tutoring and assistance in other core academics, homework help, and the development of organization and study skills;
- C.** The ACs will be open on a regularly scheduled basis, operating for a minimum of five hours per week. Contact information for the ACs School Site Coordinator will be available at the school front office;
- D.** The District will design and implement ACs curriculum and will provide the necessary materials and equipment needed in the ACs.
- E.** The ACs will be staffed at all times by at least one person of age 21 or over. The District will ensure that all staff operating ACs satisfy the fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq. and the tuberculosis certification requirements of Education Code section 49406;
- F.** The District will ensure that each ACs develops criteria and procedures for selecting and monitoring ACs staff. The District will evaluate the prospective ACs staff and will follow its local hiring procedures as part of this process;
- G.** There will be no fees charged to students participating in the ACs.
- H.** The District will ensure that elementary and middle school teachers are notified of their students' attendance and participation in the program through an established process;
- I.** The District will ensure that participating students have access to electronic devices (as appropriate);
- J.** The District will allocate matching funds equal to a minimum of 40% of the ACs grant award;

**K.** The District will submit to SMCOE a *Mid-Year Report* by February 28, 2020 and an *End-of-Year Report* along with all pertinent fiscal documentation by June 5, 2020. In the *End-of-Year Report*, the ACs will include the results of the student, teacher and parent surveys.

**L.** SMCOE and County of San Mateo staff will be permitted to observe the program, meet with ACs staff, and review program and financial information submitted by the District;

**M.** Attendance records for each ACs that include original signatures shall be kept at school sites for a minimum of two years. These records may be audited by County of San Mateo on an annual basis, or as requested;

**N.** The District will ensure that the District ACs Coordinator(s) receive(s) a copy of the ACs Program Description and is trained in the contents of this contract at the beginning of each academic year;

**O.** The District will ensure that District ACs coordinator staff and site level leaders participate in professional development events and training, as scheduled by SMCOE;

**P.** The ACs must comply with the terms and conditions of the County's Agreement with SMCOE.

**Q. CHILD ABUSE PREVENTION AND REPORTING**

1. The 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 ACs. 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. The 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 ACs. 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 ACs on any basis the District deems appropriate.

3. The 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 ACs services to children in an isolated setting.

## II. COUNTY SUPERINTENDENT'S RESPONSIBILITIES

In consideration of District's development and implementation of an ACs in accordance with the provisions of this Agreement, County Superintendent will pay to the District the total amount of **THIRTY-THREE THOUSAND DOLLARS (\$33,000.00)** ("Grant Award") for the 2019-2020

fiscal year. Payment of the Grant Award shall be paid to the 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 ACs 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, 2020**, 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 the District.

### **V. INDEMNIFICATION AND HOLD HARMLESS**

The 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 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 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 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 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 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

RAVENSWOOD CITY  
SCHOOL DISTRICT

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date