

## GRANTMAKING APPLICATION - SJ Learns

### APPLICANT INFORMATION

If any of the following contact information has changed, please modify your profile to reflect the changes. Once the profile transaction has been processed the application will be updated with the correct contact information

Name of primary contact for proposal Jenna Mittleman

Primary contact Position Elementary School Principal

Phone number of primary contact (408) 201-6420 Email address of primary contact mittlemanj@mhusd.org

Name of institution/organization Los Paseos Elementary School

Doing business as(if applicable)

Organization's budget \$83,935,587.00

Name of executive director or superintendent Mr. Steve Betando

Address of institution/organization 121 Avenida Grande

City San Jose State CA Zip 95139

Phone number (408) 201-6420 Website www.lospaseos.mhusd.org

Are you a past grantee of the community foundation No

If so, please indicate from which strategy you received funding

### Fiscal Sponsor(if applicable)

Name of executive director of organization/institution Morgan Hill Unified School District

Address of institution/organization 1500 Concord Circle

City Morgan Hill State CA Zip 95037

Phone number (408)201-6000 Website www.mhusd.org

### Project Snapshot

Project name Los Paseos Learns

Amount requested \$250,000.00

Project start date 10/01/2015 Project end date 12/01/2017

Total project budget \$375,000.00

### Project Description

Please describe in one sentence the project and the purpose for which funding is being sought Los Paseos Learns would be an opportunity to extend the learning day for the wide range of K-3 learners on campus, through a partnership with the YMCA and South County Cal-Soap.

City(ies) served San Jose

Population(s) served

Children/Youth

Please list and describe in one sentence or less the anticipated outcomes of the proposed project

At-risk youth will make significant gains in reading and math proficiency levels while developing positive social-emotional skills to prepare them to be college and career ready.

## GRANTMAKING APPLICATION - SJ Learns

1. What is the mission of the school district, charter school network or established elementary school coalition? What is the vision for extended learning programming?

The Morgan Hill Unified School District's (MHUSD) central purpose is to educate students. In partnership with parents and the community, we create learning environments where all students learn and are empowered to achieve their unique potential. We model and nurture civility, respect, compassion, personal responsibility, curiosity and integrity in an environment of diversity, equity, and service.

Los Paseos Elementary School of MHUSD has partnered with the South County Cal-SOAP Consortium (SCCC) and the YMCA of Silicon Valley to provide extended-learning programming to the students enrolled there. With the experience of the contributing organizations, students at Los Paseos will gain an opportunity otherwise not offered to them: an after-school program focused on the English Language Learner (ELL) and low-income K-3 students.

The mission of SCCC is to create educated communities, one underrepresented student at a time. SCCC empowers low-income and first-generation students in the South County area to apply and enroll in college through a combination of academic tutoring, after-school/summer programs, one-on-one advising, and college tours.

Our organizations recognize that in order to promote a college-going culture in the area, children need to be equipped and prepared from an early stage in their academic lives. Difficulties in reading and math can cascade through the years of school, preventing students from reaching their full potential and feeling that they are capable of achieving a college degree.

The YMCA of Silicon Valley's mission is to strengthen our community by improving the quality of life and inspiring individuals and families to develop their fullest potential in spirit, mind and body. The YMCA Impact 2025, Strategic Plan for 2014-2016 in the area of Youth Development, is their strategic imperative to accelerate learning opportunities for all, ensuring Silicon Valley becomes an amazing place for all kids to grow up. Specifically, their Impact 2025 aspirational goals for Youth Development include: Preparing children to succeed in school; Fostering 21st Century Learning Skills in youth; Increasing academic achievement; and Helping youth make positive choices.

These are essential skills to develop for any school child to succeed in the 21st Century and the cultivation of those skills are addressed through quality classroom and after-school teamwork. Physical education will be utilized to engage kids in non-competitive activities to help them develop healthy lifestyles, movement knowledge, and social skills. Research has also shown that students who participate in sports or other vigorous activity at least three times a week achieve better academic outcomes compared to those who don't participate. Physical activity will reinforce the academics of the program.

The mission of all three organizations will be represented in this program: lifelong education, fully-met potential, and the goal of college attainment.

2. Describe the scope of the current after-school-hours extended-learning program.

Currently at Los Paseos School there is a fee-based after-school enrichment program. There is a long waiting list to admit students and while the YMCA provides scholarships or waivers based on financial need, the need is greater than the capacity to fund. There is an unmet need for after-school academic support, especially for students whose families are in poverty, those who cannot afford tutoring or other for-fee services, but whose children need the support just as much as families who can afford it.

There are several after-school programs that are currently being administered by a partnership between SCCC and the Y. Power School has had 5 years of success in Gilroy and has now expanded to Morgan Hill under the leadership of SCCC and the YMCA.

During the summer, SCCC has also had great success running "reading and math circles" to sustain the reading/math levels of students who were at risk of having their proficiency retrograde during the summer (those students involved actually saw an average .5 (half a grade level) in their Accelerated Reader (AR) scores in just a 7 weeks, instead of a decrease, as is the trend).

The students had an opportunity to be enrolled either in a small group with a maximum of 15 students or a one-on-one program (depending on grade level) to follow a summer-learning curriculum aligned with the Common Core standards. The program included content-specific strategies for reading, writing, thinking, and speaking; the development of habits, skills, and behavior to use knowledge and skills; college-aged tutors for daily collaborative tutorials; and a collection of grade level appropriate reading, writing, and math projects.

We recommend an expansion of the current Y after-school program to include the academic focus of reading/math circles for identified K-3 students. In the current program at Los Paseos and at the sites that currently are being staffed in Morgan Hill, students are provided 21st Century Learning Skills and are supported in their transition to the Common Core. By engaging students in activities that support the established after-school values of the 4 Cs (Creativity, Collaboration, Communication, and Critical Thinking) and the 3 Rs (Rigor, Relevance, and Relationships), the academics of the program can provide learning that is active, collaborative, meaningful, supports mastery, and expands horizons.

The five components of our Los Paseos Learns program are the following: homework, an additional academic component that ties directly with the school day curriculum, enrichment including a college curriculum (designed by SCCC), Physical Recreation (health and fitness activities), and Snack.

For this extended program at Los Paseos, there would be a combination of the practices now in place with an increased focus on reading and math tutoring and testing feedback for EL and low-income students.

3. Describe the community(s), district(s), school(s) and population(s) currently being served by the current after-school-hours extended-learning program, and those targeted to be added with the proposed project. Please be specific about the student population you will be serving (including grade, demographics and proficiency in reading and mathematics).

Los Paseos serves students in grades Kindergarten through Sixth Grade and houses the largest Special Education program on campus out of all the elementary schools in MHUSD. Specifically, Los Paseos has a K-2 SDC, a 3-6 SDC, a 1-3 SDC (Moderate/Severe Emotionally Disturbed), and a 4-6 SDC (Moderate/Severe Emotionally Disturbed). We believe in providing all students an inclusive environment in which they can learn and feel safe. This allows students from throughout the district with these special needs to receive therapeutic and social-emotional support needed to thrive in an inclusive campus. All individuals on campus believe in creating an environment where all students feel safe and respected. Los Paseos Learns would be an opportunity to extend the learning day for the wide range of learners on campus.

In 2014-15, Los Paseos had 586 enrolled students. Of its student body, 28% of students receive free-or-reduced-price meals (FRPM) which represent socio-economic disadvantage (SED). There are dramatic skill gaps between SED students and non-SED students. When we compare (SED) students with non-SED students, there is a great disparity in the percentage of students meeting or exceeding standards in ELA. As 18% of the student body are English Language Learners (ELL), and 14% are Special Education students, there is a great need for extended-learning opportunities for Los Paseos students.

The current YMCA after-school program (a licensed child care program) operates from immediately after-school to 6:00 pm. There are 55 students attending five days per week. The students enrolled in the program reflect the general school demographics. The current program offers financial assistance for those who cannot afford the full fees. There are 40 students on the waitlist and most are requesting 2 - 3 days per week including the Wednesday early release day.

Out of the 55 students currently enrolled, 18% are below proficiency level in Math, while 27% are below proficiency level in English Language Arts and overall reading levels. Due to it being the beginning of the school year, Los Paseos staff are currently still in the process of assessing the incoming Kindergarten students and will have this data in within a few weeks. The number of potential students for the extended program in grades K-3 whom are below grade level as evidenced by report card data in Math and Reading exceeds 40%. There is no doubt that our Los Paseos, K-3 San Jose residents, would rise by leaps and bounds in their academics should Los Paseos Learns, a non-fee-based after-school program for our neediest populations, become a reality.

By January 2016, 125 K-3 low income students will be enrolled and attending the Los Paseos Learns Program while 55 K-6th grade families will continue to benefit from the fee-based program currently in operation.

4. What are the key project activities and timeline? Please be specific.

2015

SEPT.

YMCA submits docs to expand license for the current program.  
SCCC begins process: add Los Paseos to consortium, 1st board meeting.  
Los Paseos identifies 125 students for program  
Assess tech, incorp. Lexia and Moby Max in program

OCT.

Advisory Committee formalized: Los Paseos Principal, MHUSD Director of State and Federal Programs, Los Paseos Parent, SCCC Project Director, SCCC Tutor Coordinator, YMCA Director.  
Partners sign contracts  
Reserve Chromebooks/tech carts through MHUSD  
Advisory Committee holds 1st quarterly half-day meeting to finalize the following: hiring staff, training cal, curriculum cal, rotation sched for students (facilities plan, comp lab availability, etc.) communication plan for parents and community, sched remaining advisory meetings, establish Leadership Team (Program Coordinator, SCCC Tutor Coordinator, Teacher), revisit and refine and set benchmarks for sustainability.

NOV.

1st Parent/Community Meeting and follow-up communications with all who attend  
Recruit 125 students (application drive, regist., notification sent to parents and stu.)  
Advisory Group meeting to review progress of tasks agreed upon in Oct and eval. action plan  
Consultants (guest speakers, presentations, field trip coordinators) contacted and put on cal  
Hiring of Staff Complete  
Extended-learning classroom enviro. set-up  
1st Leadership Team meeting (weekly)

DEC.

Advisory Group holds 3rd meeting to ensure preparedness for Program Launch  
Regist. continues  
Leadership Team holds regular meetings  
All Staff prof. development (monthly -trainings thus far will include:  
English Language Development (ELD) and Common Core Standards  
Child abuse prevention  
SPARKS physical fitness  
SCCC College & Career Curriculum  
CPR/First Aid  
Positive Behavior Intervention  
Effective use of Khan Academy  
Designing and implementing a lesson plan  
Thematic/hands-on project based learning connected to goals  
A deeper working understanding of the program goals and State Standards  
Whole Brain Teaching strategies

2016

JAN

Program Launch on January 4th, 2016  
Student assessment (form. and inform.) on a monthly basis  
1st Quality Program Improvement program observ. with action plans (semi-annual)  
Advisory Committee Meeting - Eval. & Program Operations (quarterly)  
Assembly/Field Trip (monthly) Jan = Breaking Barriers  
Leadership Team holds regular weekly meetings  
Program Eval. data submitted by Leadership team to Advisory Committee (monthly)

2016

FEB-JUNE; AUG-DEC

2017

JAN-JUNE; AUG-DEC

Daily, Weekly, Monthly, and Semi-Annual meetings, training, and events will continue as stated above with an assembly or a field trip scheduled each month.

## Daily Activity

2:45-3:05 Prep Time, Staff

3:05-3:15 Attend./Object. review

3:15-3:30 Nutrition break

3:30-4:15 Homework Assist

4:15-5:00 Physical Activity

5:00-6:00 Enrichment

5. Describe the expected learning outcomes you hope to achieve.

Los Paseos Learns will help extend high quality academics and encourage participating students to use Lexia Core5 Reading and Moby Max to their fullest potential. Using a collaborative learning approach in alignment with existing school programs will be the key to success. Ultimately, the desired goal is for all students to increase their reading and math levels to proficient or advanced. In Lexia Reading Core 5, the goal will be for students to advance a minimum of two levels. Similarly, we expect students to advance a minimum of two levels in running records. Within the first weeks of usage, staff will identify if Lexia needs to be used as support, prevention, or remediation. As both Lexia Core5 and Moby Max are aligned with Common Core State Standards, daily designated time on computers in addition to human encouragement will likely result in overall academic success. To help students gain motivation to reach higher levels in these online programs, YMCA and SCCC will work together to develop built-in incentives such as structured physical activity and dance. As students will have the opportunity to receive tutoring and homework support during the extended school day, we also believe that student stress levels will decrease as the common stressor of completing homework at home will be minimized, if not eliminated.

In addition to academic learning outcomes, we would propose socio-emotional learning outcomes as well. On average, we expect at least 80% of students will gain the following socio-emotional learning outcomes on provided assessments. According to the Search Institute, if a child feels safe and a sense of belonging to their school community, they are more likely to have stronger academic outcomes.

80% of caregivers are more engaged in their child's education

80% made new friends

80% are more excited to learn

80% increased their physical activity

80% have improved their self-confidence

80% of caregivers said the program was a fun, enjoyable experience for their child.

Monthly, the Los Paseos Learns leadership team, comprised of 1 Cal-SOAP staff, 1 YMCA staff, and 1 MHUSD teacher will collect data on attendance, school day assessments, reading and math levels, and anecdotal evidence on social/emotional wellness for all students. Each quarter, the advisory committee will evaluate the data, review trends, and make recommendations to the leadership team based on their findings. Both the leadership team and the advisory committee members will report outcomes to board members and all partners. Evaluation and measurements of success are ongoing and assessed regularly.

6. What instruments or assessment methods will be used?

Lexia Reading Core5 (ELA), Moby Max (Math), Running Records, and SEER will be the four main assessment tools used to measure academic and social/emotional growth.

Lexia Reading Core5 is a computer-based personalized learning program that involves the six areas of reading instruction, and delivers norm-referenced performance data and analysis without interrupting the flow of instruction to administer a test. Designed specifically to meet the Common Core and the most rigorous state standards, this research-proven, technology-based approach accelerates reading skills development, predicts students' year-end performance and provides teachers data-driven action plans - unique to each student - to help differentiate instruction. Lexia Reading Core5 provides students immediate corrective feedback, multiple levels of scaffolding, and explicit instruction both online and through direct instruction with the teacher. Students work independently to develop reading skills in a structured, sequential manner with a focus on foundational skills to develop automaticity and fluency, listening and reading comprehension with complex text, and academic and domain-specific vocabulary to improve comprehension.

Moby Math finds and fixes missing math skills that are essential for math comprehension. Students working

at least 40 hours in Moby Math show an average 1.4 grade level increase. Moby Math is a comprehensive math curriculum for kindergarten to 8th grade. This program targets where students are struggling and allows students to progress immediately once mastery is achieved.

Running records, otherwise known as benchmark assessments, will be given by classroom teachers at Los Paseos. These are one-on-one comprehensive assessments to determine independent and instructional reading levels. Specifically, a teacher sits next to a student, listens to the student read, and quickly and efficiently records the student's reading fluency using a series of checks, miscued words, and other symbols. These running records will provide Los Paseos staff, YMCA and SCCC staff hard data which will help them group students by reading level and determine the difficulty of text appropriate for reading groups. Most importantly, they will serve as a way to record individual students' changes and progress over time.

Socio-emotional learning outcomes will be measured by the SEER Analytics Group. The YMCA has been using this survey for the last three years. The methodology is an annual parent survey.

In addition to these computer-based tests, Los Paseos Learns staff will also incorporate feedback from teachers to determine where students are struggling in the classroom. The Program Coordinator (PC) will maintain communication site staff to promote alignment of enrichment activities with the regular school-day curriculum and ensure that the after-school program addresses specific needs of individual students.

7. Please provide 2014-15 baseline data for all K – 3 sites in the District/Charter School Organization / Established Collaborative and for only those sites that will be participating in the proposed project for each of the following data points (report on math and/or reading proficiency levels as applicable given the outcome goals of the proposed project):

- Number of K – 3 elementary school sites
- Number of extended learning staff
- Number of students in each grade: K, 1st, 2nd and 3rd
- Number of students in each grade that are on free or reduced lunch: K, 1st, 2nd and 3rd
- Number of students proficient in math and/or reading in each grade: K, 1st, 2nd and 3rd

Number of K – 3 elementary school sites  
MHUSD = 8 Los Paseos = 1

Number of extended-learning staff  
MHUSD = 26 Los Paseos = 12

Number of students in each grade: K, 1st, 2nd and 3rd  
MHUSD Los Paseos

K=546 K = 66  
1=641 1 = 75  
2=856 2 = 91  
3=656 3 = 89

Number of students in each grade that are on free or reduced lunch: K, 1st, 2nd and 3rd  
MHUSD Los Paseos Learns

K=243 K = 7  
1=283 1 = 13  
2=262 2 = 9  
3=302 3 = 14

Number of students proficient in math and/or reading in each grade: K, 1st, 2nd and 3rd CBED baseline data  
MHUSD = N/A Los Paseos Learns =

K K = 37  
1 1 = 42  
2 2 = 54  
3 3 = 59

Approximately 32% of students on campus receive free and reduced lunch (the range between 185 and 210 students per year). Approximately 18% of students on campus are English Language Learners.

When considering the reading and math levels of students currently on campus, our school is eagerly awaiting the release of SBAC data releases within the next few weeks. This data will give us better input on achievement level descriptors (ALDs) which are a means of describing performance on standardized tests. As there is currently not a universal assessment to assess student proficiency levels in MHUSD, proficiency levels in math are determined by formative and summative tests, while reading proficiency is determined by student's running records. For the 2014-2015 school year, Kindergarten running records exemplify the wide range of student proficiency levels at the entry of Kindergarten. Out of 66 Kindergarten students, only 15% were reading at grade level by February. As the exit reading level for Kindergarten students is a level 4, data shows the need for early intervention with a clear focus on foundational literacy skills. In first grade, almost 48% of first grade students were identified as needing additional support in ELA and Math. In second grade, 38% of students were identified as needing additional support in ELA and Math. In third grade, about 28% of students were identified as needing additional support in ELA and Math.

8. Provide detail of your approved Local Control Accountability Plan (LCAP) where it describes:

- Support for students who are below grade level, English-learners or at-risk with the goal of making accelerated progress toward grade level proficiency;
- Extended-learning programs during the school year as a key strategy or activity for improving student academic achievement in reading and/or mathematics;
- Specific, dedicated funding for extended learning programs during the school year as matching funds that total at least 50% of the amount requested in the proposal.

The MHUSD LCAP is available online at: <http://mhusd.org/wp-content/uploads/2014/09/150623-FINAL-LCAP-2015-20182.pdf>

The following LCAP actions specifically identify actions for academic support for struggling and at-risk students as well as the funding sources that would be used as matching funds:

**1.1.7 Implement a strong early literacy program to ensure that foundational skills are taught and that students in early grades become proficient readers. Actions include: implementation of universal assessment for primary grades; purchase of materials, providing training and opportunities for cross-school articulation on early literacy instructional program and strategies and designing assessment process for placement of students in Transitional Kindergarten and Kindergarten based on readiness and foundational skills. (\$10,100)**

**1.1.22 In accordance with the District's English Learner Master Plan, develop a strong, comprehensive English Language Development Program for English Learners to accelerate English Language acquisition and support academics. (\$75,600)**

**1.1.25 Provide Cal-SOAP counselors and services to school sites to provide access to low-income and first-generation students who have the potential to succeed in post-secondary education. (\$55,000)**

**1.1.26 Provide academic interventions specifically addressing the academic needs of low socio-economic students, Foster Youth, and English Learners. (\$800,000)**

**1.1.27 Provide supplemental academic support for struggling students such as after-school tutoring or extended-learning opportunities. (\$90,000 regular year + \$27,000 summer school)**

In light of this grant opportunity, a recent MHUSD Cabinet meeting was held to discuss the matching requirement. MHUSD is 100% in support of this collaborative partnership and has set aside 100,000.00 as a cash match for the Los Paseos Learns Project. Cal-SOAP and the YMCA have also stepped up to contribute an unprecedented cash match of \$10,000.00 and \$15,000.00 respectively. These matching funds are discussed in further detail in the budget narrative section of this document.

## GRANTMAKING APPLICATION - SJ Learns

9. What are the innovative components of your project and describe any link(s) to improved quality and/or outcomes?

There are many innovative components to our project, one of which is lower ratios, 1:10 for kindergarten and 1:14 for grades 1st-3rd. Research shows quality outcomes as a result of lower ratios, allowing for more meaningful connections to be made between after-school educators and students and between the instructional content and students. Students in our after-school programs receive a well-balanced experience that integrates intentional academics through Four Blocks literacy, Lexia Literacy technology, and Moby Max. The program will use Project-Based Learning that incorporates STEM, literacy, history, ethics, and core values. In addition we will use highly-engaging and inclusive lessons to engage students in physical activity using SPARK (Sport, Play, Active Recreation for Kids) curriculum.

SCCC has also been developing a curriculum specifically designed to bring college and career awareness to elementary students. This resource integrates activities involving college and career education with various STEM modules to provide instructive and engaging lessons.

Los Paseos Learns will provide a high-quality program, designed specifically to meet the needs and interests of our target audience. Teachers will be able to identify additional students that are in need of the program because of the established relationship of the collaborative partners.

If a child is having difficulties, positive communication between a caring and dedicated on-site Program Coordinator (PC) and parents also helps to ensure retention. To ensure communication with parents, program staff will hold a parent meeting to review rules of the program, attendance requirements, and inform them of consequences for unexcused absences, among other important information. We also maintain an organized and structured program so parents and students feel comfortable speaking with staff. We will align our program attendance with the daily absence reports created by the school so we can identify students that were in attendance during the school day, yet absent after-school. Maintaining a robust waitlist allows staff to follow through on releasing students from program for excessive absences, while keeping numbers up by replacing them with students who will attend daily.

To ensure programming is accessible to students with limited English proficiency, some Los Paseos Learns staff will be fluent in Spanish. These staff will be on hand to communicate with parents about the program and their children's progress during pickup time. We should also note that MHUSD, SCCC, and YMCA are all committed to hiring ethnically diverse and representative staff for their programs and to training staff to build their multicultural awareness and competence. Many Cal-SOAP and YMCA after-school program staff are from our communities and return to them during and after their educational objectives have been met.

10. What experience does your organization have in increasing students' reading and mathematics proficiencies? How does this project build on that experience?

The YMCA runs Summer Learning programs focused on reading and enrichment for rising first, second, and third graders from low-income families during the summer, getting them on track to read at grade level by third grade. Lessons focus on vocabulary, spelling, grammar, writing, self-selected reading, and guided reading. Other enrichment activities include art, music, physical activity, character development, nutrition education, and field trips. During the summer of 2014, across 5 sites, following a fidelity model and using STAR reader to track progress, we found gains in reading level by 87% of 1st graders, 81% of 2nd graders and 75% of 3rd graders during a 6 week period, targeting 205 students in total. Students gained an average of 4 months in their STAR reading assessments. In YMCA after-school, on average, 71% of students either gained or remained proficient on their annual CST assessments in 2013. At Los Paseos, teachers collaborate weekly to analyze data to plan instruction. They have found that the students who consistently use MobyMax one hour each week have shown a minimum of 1.4 grade level increase, however, less than 20% of students are meeting the recommended one hour of usage per week. This project will help to provide dedicated time to reach these goals.

SCCC also has experience in summer programming for the purpose of sustaining the reading/math levels of students who were at risk of having proficiency retrograde during summer. In 2014, SCCC piloted reading and math circles and had great success: those students involved actually saw an average increase 0.5 (half a grade level) in their Accelerated Reader (AR) scores in just a 7 weeks, instead of a decrease as is the trend. In fact, data was collected on enrolled students who did not complete the program and their reading

levels did in fact decrease by 0.5 grade levels. The data points used for elementary students were the June AR assessments prior to the summer program and the fall AR assessments when they returned to school in Sept.

What is unique to SCCC is the ability for students had an opportunity to be enrolled in a small group with a maximum of 15 students or a one-on-one program with a college-aged student. The program included content-specific strategies for reading, writing, thinking, and speaking; the development of habits, skills, and behavior to use knowledge and skills; college-aged tutors for daily collaborative tutorials; and a collection of grade level appropriate reading, writing, and math projects.

Collegeboard, a partner to SCCC has also partnered with the Khan Academy. The SCCC is in its infancy stages of incorporating Khan into their college and career curriculum. This "free, world-class education for anyone, anywhere" has proved effective K-College. Individual students are not only learning material they have struggled with or somehow skipped, but empowering themselves to take ownership of their own educational potential.

11. Who are/have been your partners and why are they selected?

Los Paseos Elementary School has partnered with SCCC and the YMCA to pilot this program because of the great success that both organizations have had bringing extended-learning to elementary students in their consortium.

Power School has been in existence for over 5 years, and SCCC has been involved since its inception.- SCCC currently contributes greatly to the planning, developing, and staff of the program.

Power School is known throughout the community and among the professional staff at the schools. Students are often recommended to the program from teachers who are familiar with the work and the service that is provided. With a projected attendance in Gilroy of over 1,000 students and our partnership with 5 elementary schools in Morgan Hill, the number of enrolled students attests to the efficacy and benefit of the program.

SCCC has been successful for the short-term benefit of the students it has served, but it also has a mission that incorporates a long-term vision. SCCC works with students from K-12th grade, in almost all aspects of their schooling, from tutoring to personalized advising for college prep. For over 6 years, SCCC has maintained a college-going rate over 90%. There has even been work for post-high school work with a Scholarship program to incentive a good college GPA, full class schedules, and an understanding of financial aid.

These long-term goals benefit the short-term academic learning goals for students because there is a focus for the early academic effort. SCCC exists not just to help students in the K-3, but to help students for the rest of their life.

The Mt. Madonna YMCA, a branch of the YMCA of Silicon Valley, will lead the day-to-day implementation at Los Paseos Learns. The YMCA has strong financial capacity, human resources, systems, policies, and procedures. The YMCA has operated high quality programs in South County since launching its School-Age Child Care programs in 1985. In 2006, we began operating comprehensive state-funded after-school programs, and currently work with the MHUSD to operate seven school-based after-school academic enrichment programs that serve over 500 students daily. The YMCA is also a collaborative partner with Gilroy Power School at four schools. YMCA administrative staff have extensive experience with standards-aligned curriculum development, program operations, and annual evaluations.

**YMCA Results: After School (HTA and school data):**

- 88% of after-school students improved their aerobic capacity, strength and flexibility
- 82% of our families believe our programs are making a positive impact on their children

**YMCA Summer Learning 2014 Results (from YUSA research):**

- First grade students gained an average of 4.3 months in their reading assessments
- Second grade students gained an average of 3.7 months in their reading assessments
- 100% increased their physical activity
- 97% have improved their self-confidence

12. Describe your organizational capacity to implement the proposed project. What is your vision for growth,

expansion and/or replication? (Please include staff and leadership from governing body as well as operational, funding and management considerations.)

Organizational capacity to implement the proposed project is under the leadership of a well-experienced, collaborative team. MHUSD is well-positioned to expand services at Los Paseos Elementary to include targeted high-need K-3 students and develop a vision for growth, expansion, and replication throughout the rest of the district.

Los Paseos Learns will benefit from the existing strength of the agency partnerships that have been in place for the last 28 years. MHUSD currently has a partnership with the YMCA for ASES/21st CCLC after-school programs at three elementary sites and a before/after-school enrichment program at four elementary sites. MHUSD and SCCC have an existing partnership to provide after-school tutoring and homework support at five elementary sites and counseling services at three high schools.

As part of the LCAP, MHUSD has prioritized expansion of after-school programs (see item #8), so future program funding would be supported with Local Control Funding Formula Supplemental Funds which are targeted to support students of poverty, ELLs, and homeless/foster youth. The Los Paseos Learns model could also be replicated at the remaining elementary sites, as well as to drive changes in existing after-school programs.

The statewide Cal-SOAP project was founded in 1978. As a Cal-SOAP consortium member the entire school will benefit from SCCC services and remain a member as long as the MOUs remain in good standing. Cal-SOAP not only offers after-school program collaboration, but intensive tutoring, age-appropriate college & career curriculum, parent info nights, and the I'm Going to College Program for all 5th graders. Los Paseos would be established as a consortium member, no later than 2016-2017.

The YMCA of Silicon Valley has 32 years of experience running out-of-school-time programs. Today, the YMCA serves over 107,468 children and youth within the counties of Santa Clara, Santa Cruz, and San Mateo.

Services include after-school, early childhood education, and summer programs for a total of 9,000 youth in 112 programs. They programs break down as follows: 57 elementary and middle schools after-school programs, 44 licensed school and middle school-age programs, seven early childhood programs, and four Summer Achievement programs (designed for low-income schools to stop the summer "slide" and advance student reading levels).

Julie Griswold, Region Director for After-School and Day Camp. She is responsible for supervising program directors, staff development, budgeting and securing grants, and the overall supervision of the department.

Mary Hoshiko Haughey, Vice-President of Operations for Youth Development and Social Responsibility. Mary provides leadership to all after-school, child care, and day camp programs for the YMCA of Silicon Valley.

Jenna Mittleman, Principal of Los Paseos Elementary School. She taught at Archbishop Mitty High School for over 13 years and is currently in her third year as Principal.

13. Describe any collaboration and/or planning process that aligns the extended learning curriculum and/or activities with the school day.

During Los Paseos Learns, all participants will have academic assistance daily during the homework component where they will have development of study skills and preparation for tests, in small groups and/or individually. Struggling students—those scoring Far Below Basic or Below Basic on the California Standards Tests—and ELL will receive specific support based on diagnostic data of student skill levels and deficits. This data-driven process will be led by the leadership team and used to inform the advisory committee on progress toward the top expected outcome: helping students achieve grade-level proficiency in ELA or math.

At Los Paseos, for the 2015-2016 school year, we have purchased a school-wide license for Lexia, which will allow every student to be academically tracked. Using this program with other academic markers, the classroom teachers and after-school staff will be able to gather baseline data and monitor progress moving forward.

After-school program and classroom teachers will focus on Lexia (ELA) and Moby Max (Math). With the after-school program providing bi-weekly and monthly feedback regarding the progress on these two programs, teachers will use this to further drive their instruction and create the most appropriate small group instruction in their classes.

During the academic component, staff will use the curriculum currently being taught in the classroom to understand the skills being taught during the school day each week, including vocabulary, spelling, high frequency words, phonics skills, etc.

Depending on the preference of teachers at each grade level at each site, this information can either be used to front-load content and skills to students prior to being taught in the classroom or as a review. When used as a preview, this allows students—due to intentional enrollment, often the lowest performing in their class—to be and feel successful because they can now access the curriculum as intended.

At the school site, the Program Coordinator (PC) will be the main communication link between the regular school day and Los Paseos Learns! The PC will convene Site Team meetings, bringing together regular school-day and after-school staff to plan and refine the program. The PC will collaborate with the school administration and faculty to extend and integrate school-day academic programs into the after-school program. The PC will meet regularly with the Principal and communicate with teachers at school staff and grade level meetings and in the course of her/his day-to-day work. The principal will help identify and recruit low-income students (qualified by 50% FRM or greater) and students who need academic intervention.

The PC will meet with teachers to discuss students' needs; attend school staff meetings to keep apprised of school-day priorities and to share information with the school staff about the after-school program; and keep other after-school staff informed of school-day developments relevant to the program.

14. What is the most difficult aspect of this project that could affect your success and what are any mitigating strategies that could be deployed?

What might most often be the most difficult challenge, inter-agency collaboration, will also be our strength. In the fast-paced, ever changing educational system we all work in, each partner brings unmatched professionalism to the table. Mitigating strategies, outlining roles and responsibilities in an MOU, timely and effective communication techniques, paying attention to detail have all been mastered by the Los Paseos Learns team.

Each of the partners can point to a single most difficult aspect of not only this project, but at each of our current sites and programs: hiring, retaining, and developing high quality staff. After-school programs offer excellent training opportunities for aspiring teachers, counselors, administrators, and other professionals. Their structures are conducive to hiring more part-time staff than full-time staff. These two elements cause us to make hiring and training a constant priority within our programs and at our school sites. All three partners accept applications every day of the year. All three partners must track attendance and performance of our employees on a daily, sometimes hourly basis.

College students make up the majority of the SCCC and YMCA part-time staff members. Of the staff we will hire for the Los Paseos Learns Program, 8 of the 10 will be part-time. Coordinating schedules (that might change each school semester), allowing college-students to prioritize school over their jobs, coordinating the most needed and effective inter-agency trainings, and providing observational support for these young professionals is extremely time-consuming. Simply due to the fact that we are people working with people, let alone young people, there will always be challenges and needs to be addressed that cannot always be anticipated before a challenge or change occurs.

Staffing the program with highly-motivated and qualified individuals will be accomplished by the collaborative and experienced team of partners responsible for implementing the Los Paseos Learns project. SCCC and the YMCA have experience with planning, sustaining, expanding, coordinating, and directing after-school programs in 2 districts and 13 schools for over 10 years. Recently, SCCC added a full-time tutor coordinator to its staffing structure. This position will provide a key experienced player to support the professionals in the classroom who make the program effective and memorable for the students and the families we serve.

SCCC and the YMCA learn new techniques, adopt new strategies, and improve programs each year. Keeping up with the 21st century student means keeping up with 21st century programming and opportunities. 2015-

2016 will not be an exception and they are fiscally and structurally confident to add Los Paseos Learns to their current workload. The leadership team identified has worked together in the past which will make the installation of another program more predictable and manageable, if not seamless.

15. What is your sustainability plan? Please list any other key philanthropic or government funders of this project.

Our primary partners, YMCA and SCCC each have outstanding track records in implementing and sustaining effective after-school and other youth-serving programs. Our collaborative experience has shown that as we build comprehensive programs, integrate them into the fabric of our schools, and document their benefits, their value is evident to principals, teachers, parents, students, community members, and potential funders who share our commitment to the youth.

We are intentionally expanding an existing program to leverage resources and contribute to sustainability. The after-school program has policies and procedures already in place for registration, staff development, safety, licensing, and risk management. The director has been at Los Paseos for years and has strong relationships with the principal, teachers, and families. We will be leveraging existing curriculum and curriculum resources.

Our central administration at MHUSD, YMCA, SCCC, and other partners continually work together to sustain the full programs by securing and leveraging local, state, and/or federal dollars and maintaining partners' in-kind contributions. This leveraging of funds benefits the entire program. SCCC receives funding from the CA Student Aid Commission, local colleges and universities, local foundations, and private financial institutions. With these funds, they hire college students who represent the same population we aim to serve, K-3. SCCC's capacity to provide trained substitute staff in the event of an unexpected staff absence allows the program to run smoothly, and not lead to a possible ineffective staff to student ratio. The support and dedication provided in-kind, including cross-agency training by our agency partners ensures that our collaborative is strong and mutually-beneficial to all.

The partners we have selected have truly demonstrated a commitment to work together to support students and families and are firmly committed to continue these vital services. Los Paseos Learns will be a well-balanced and effective program that will make a real difference in the lives of children and families not currently being served. MHUSD administration has witnessed the value of the program in person, and support is shared verbally and financially at district office meetings. Support for Los Paseos Learns, beyond the life of the grant, is ever-growing, as these community leaders begin to understand the value of the program and LCFF funding begins to flow back into school districts.

The YMCA raises funds through charitable contributions each year through its annual campaign. These funds are allocated for program subsidy and financial assistance for families to access our fee-based programs. In addition to campaign, the YMCA writes grants, both individually and collaboratively, to provide program enhancements (STEM project, Healthy Eating/Physical Activity Projects) in our current after-school programs.

16. Successful applicants will participate as a cohort in three meetings to share learnings and two conference calls to discuss progress toward goals. Please indicate the name and position of the person who will represent you and the project at these events.

Jenna Mittleman, Principal at Los Paseos Elementary School, will be the representative to participate in a cohort to discuss and share learnings. She will work with the director of the after-school program to ensure that all needs are being met.



Los Paseos Learns

October 2015-December 2017

**Budget Detail & Narrative**

| Description   | Calculation  |
|---|--|
| <b>Certificated Staff</b>   |  |
| After School Teacher coach/mentor/intervention, train, curriculum development, etc.         | 20 hours per week/ 38 weeks per year/ 34 dollars per hour/x 2 years  |
| <b>Classified Personnel</b>   |  |
| Clerical Staff- attendance & expenditure audit & tracking, etc                              |  |
| Site Coordinator- manage site operations, attendance, teacher, school, parent collaboration | 1 Full-time Staff/40 hours per week/ 40 weeks/\$18 per hour/ x 2 years   |
| Academic Mentors/Tutors (YMCA & Cal-SOAP staff)   | 15 hours per week/ 38 weeks per-year/ 14.50 per hour x 7/ x 2 years  |
| <b>3000 - Employee Benefits</b>   |  |
| Certificated Staff benefits   | Statutory=12.03% of wages / x 2 years  |
| Classified Staff Benefits   | Statutory= 21.12% of wages / x 2 years   |
|   |  |
| <b>4000 - Books and Supplies</b>  |  |
| Supplies - Enrichment   | Academic enrichment curricula and supplies for arts and other enrichment programs such as project-based learning x 2 years |
| Supplies - Physical Activity  | Supplies for SPARKS and physical activity x 2 years  |
| Supplies - Office   | Parent Meeting handouts, printing, copies, envelopes, paperclips, etc. x 2 years   |
| Postage   | Mailings and Parent Communications   |
| <b>Services and Other Operating Expenses</b>  |  |
| Consultants Fees  | Assemblies and presentations   |
| Field Trip Transportation   | Buses for College & Career tours   |
| Staff Training & Supplies for week long training in summer 2016                             | Supplies and Consultants for monthly trainings (\$200/training) x 2 years  |
| Cell Phone  | Cell phone for 1 Site Coordinator x 2 years  |
| Mileage   | Site Coordinator & Tutor Coordinator x 2 years   |
| Food & Refreshments   | Healthy snacks, water & milk   |
| Staff Training & Supplies   | Supplies and Consultants for monthly trainings (\$200/training) x 2 years  |
| Direct Administration Charge  | 14.5% YMCA & Cal-SOAP (Directors, Tutor Coordinator, Assistant Managers) X 2 years   |
| <b>Indirect Costs</b>   | 5% of \$250,000 grant request  |
| <b>Total</b>  |  |

| In-Kind | Cash Match    | Request       |
|---------|---------------|---------------|
|         | \$ 25,840.00  | \$ 25,840.00  |
|         | \$ 25,840.00  | \$ 25,840.00  |
|         | \$ 47,302.00  | \$ 126,008.00 |
| X       |               |               |
|         | \$ 28,800.00  | \$ 28,800.00  |
|         | \$ 18,502.00  | \$ 97,208.00  |
|         | \$ 21,705.00  | \$ 21,705.00  |
|         | \$ 3,109.00   | \$ 3,109.00   |
|         | \$ 18,596.00  | \$ 18,596.00  |
|         |               |               |
|         | \$ 4,008.00   | \$ 4,702.00   |
|         | \$ 1,000.00   | \$ 2,000.00   |
| X       | \$ 1,000.00   | \$ 1,800.00   |
|         | \$ 1,000.00   | \$ 902.00     |
|         | \$ 1,008.00   | \$ -          |
|         | \$ 26,145.00  | \$ 59,245.00  |
| X       |               | \$ 2,200.00   |
|         | \$ 3,500.00   |               |
|         | \$ 1,650.00   | \$ 1,350.00   |
|         |               | \$ 1,200.00   |
|         |               | \$ 1,000.00   |
| X       |               |               |
| X       | \$ 995.00     | \$ 995.00     |
| X       | \$ 20,000.00  | \$ 52,500.00  |
|         |               | \$ 12,500.00  |
|         | \$ 125,000.00 | \$ 250,000.00 |

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN  
MORGAN HILL UNIFIED SCHOOL DISTRICT,  
SOUTH COUNTY CAL-SOAP AND  
YMCA OF SILICON VALLEY  
FOR EDUCATIONAL SERVICES**

This Educational Services Agreement ("Agreement") is made effective as of August 21, 2015 by and between the MORGAN HILL UNIFIED SCHOOL DISTRICT ("District") and South County Cal-SOAP and YMCA of Silicon Valley, jointly known as ("Contractors").

**RECITALS**

- A. The District requires the services of a professional to render certain educational services described below; and
- B. The Contractors are qualified and available to provide such services.

**AGREEMENT**

NOW, THEREFORE, District and Contractors agree as follows:

**I. Term**

This Agreement shall be effective as of the date set forth above and shall end on June 30, 2017 unless the work is completed or the Agreement is terminated sooner.

**II. Services**

Consult agrees to perform in a competent and professional manner the following services, as needed and requested by the District: Operation of Los Paseos Learns!, an afterschool program at Los Paseos Elementary School for English Language Learners and students in poverty in grades K-3. The District and the Contractors shall immediately meet if awarded the grant to determine scope and services, which shall be attached to this contract as Exhibit A.

**III. Compensation**

District agrees to pay the Contractors reasonable expenses actually incurred upon receipt of an itemized billing by the Contractors to services in accordance with this Agreement. No other charges, fees, or expenses shall be paid by District and the total cost for all services to be performed pursuant to this Agreement (including reimbursable expenses and 5% indirect) shall not exceed \$XX (to be determined at a later date and attached to this contract as Exhibit B). No final payments shall be authorized until all reports have been rendered to and approved by the District. All invoices for services must be submitted to District within 30 calendar days after services are performed. Subject to and upon approval of District, payment of invoices shall be made within 60 days after the Contractors submit invoices and any other requested documentation. For purposes of this Agreement, "payment" shall mean the act of depositing checks in the United States Postal Service mail for delivery to the Contractors.

**IV. Staff Qualifications**

The Contractors will ensure that all individuals employed, contracted, or otherwise hired by the Contractors to provide instruction or related services are qualified in the area in which the individuals are providing such instruction or services. The Contractors will comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. Contractors will deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee

to provide the specific service, or possess a credential authorizing the service or are otherwise qualified to provide the service. Before the start of service, the Contractors will submit to District a staff list, and all current licenses, credentials, permits or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide the relevant educational services. Contractors will provide to District updated information regarding the status of licenses, credentials, permits or other relevant documents each month during the Term.

#### **V. District Ownership**

All data and information provided for and/or used by the Contractors shall be the property of and returned to the District at the completion of this contract. All reports or other documents generated will constitute "works made for hire" by or for the District and the District will be the "author" of all such reports under applicable copyright laws.

#### **VI. Confidentiality**

The confidentiality provisions of this Agreement will survive and remain in full force and effect beyond the termination or expiration of this Agreement. The Contractors agree to hold confidential information obtained from the District, including any student or personnel information, whether obtained through observations, documentation or otherwise, in strict confidence and shall not without prior permission of the District disclose to anyone any such confidential information. The Contractors will maintain all pupil records in a secure location to ensure confidentiality and will prevent unauthorized access. The Contractors will not disclose the identity of any student eligible for, or receiving, services pursuant to this Agreement to any third party, nor will the Contractors forward any student record to any other person other than the parents or the District, without the written permission of the parents of such student. At the conclusion of the performance of this Agreement (or upon completion of services to any particular student), the Contractors shall, upon the District's request, turn over to the District all pupil records for the District's students to whom the Contractors have provided services under this Agreement.

The Contractors agree that the Contractors will not at any time or in any manner, either directly or indirectly, use any confidential District information for the Contractors' own benefit. Contractors will protect such information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

If it appears that the Contractors have disclosed (or has threatened to disclose) information in violation of this Agreement, the District shall be entitled to an injunction to restrain the Contractors from disclosing, in whole or in part, such information, or from providing any services to any party to whom such information has been disclosed or may be disclosed. The District shall not be prohibited by this provision from pursuing other remedies, including a claim for loss and damages.

#### **VII. Indemnification**

Each party ("Indemnifying Party") agrees to indemnify and hold the other ("Indemnified Party") and its board members, directors, officers, employees and agents harmless with respect to any and all claims, losses, damages, liabilities, judgments, expenses and costs, including reasonable attorney's fees, incurred by the Indemnified Party to the extent proximately caused by any action or omission of the Indemnifying Party arising out of this Agreement. The parties agree to promptly notify each other upon receipt of any claim or legal action arising out of activities conducted pursuant to this Agreement. The rights and responsibilities established in this paragraph shall survive indefinitely the expiration or termination of this Agreement.

**VIII. Termination**

This Agreement may be terminated by either party without cause upon ninety days prior written notice. In the event of a material breach by the Contractors in the performance of Contractors' obligations under this Agreement, District shall provide written notice to the Contractors specifying each breach for which notice is being given. In the event the Contractors fail to cure such breach(es) within 14 days of such notice, then District may elect to terminate this Agreement for cause. Any such termination for cause will become effective upon the date set forth in the District's written notice to the Contractors of its election to terminate.

**IX. Insurance Requirements**

A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, the Contractors will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

| <u>Type of Insurance</u>      | <u>Limits (combined single)</u> |
|-------------------------------|---------------------------------|
| Commercial general liability  | \$1,000,000                     |
| Professional liability        | \$1,000,000                     |
| Business automobile liability | \$1,000,000                     |
| Workers compensation          | Statutory requirement           |

B. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 12 10 11 97. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name District, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by District will be excess thereto. Such insurance will be on an "occurrence" basis, except professional liability will be on a "claims made" basis, and will not be cancelable or subject to reduction except upon a thirty day prior written notice to District.

C. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 10 01, including symbol 1 (Any Auto).

D. The Contractors will furnish to District duly authenticated Certificates of Insurance and Endorsements evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance as may be reasonably required by District from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Originals of the duly authenticated Certificates of Insurance and Endorsements will be included with this Agreement as Exhibit B.

**X. Assignment**

Contractors shall not assign this Agreement without first obtaining the District's written consent.

**XI. Program Management**

The Contractors hereby assigns Erin Gemar (Cal-SOAP) and Mary Hoshiko Haughey (YMCA) as the Contractors' Program Manager under this Agreement. No subcontracting of significant portions of the contracted services will be made without prior approval of the District.

The District hereby assigns Jenna Mittleman as the District Program Administrator under this Agreement. The District may change the person assigned as District Program Administrator upon written notice to Contractors.

**XII. Miscellaneous**

**Notice.** Any notice or instrument required by, or contemplated under, this Agreement may be given by personal delivery or by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

District: Morgan Hill Unified School District  
15600 Concord Cr.  
Morgan Hill, CA 95037  
Attn: Superintendent

Contractors: South County Cal-SOAP  
750 W. Tenth St.  
Gilroy, CA 95020  
Attn: Erin Gemar

YMCA of Silicon Valley  
80 Saratoga Ave.  
Santa Clara, CA 95051  
Attn: Mary Hoshiko Haughey

Notices mailed to the address above will be effective upon date of mailing.

A. **Interpretation.** The terms of this Agreement will be construed in accordance with the meaning of the language used and will not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections are for convenience only and do not modify rights and obligations created by this Agreement.

B. **Compliance with Laws.** Contractors shall comply with all federal, state and local laws and ordinances governing the operation of this Agreement.

The Contractors will comply with the requirements of Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ"), clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI"), and TB clearance for the Contractors' employees, and volunteers, and Contractors prior to providing services unless the Contractors determines that the employees, volunteers, and Contractors will have no physical contact with District students. Such CDOJ and FBI clearance must include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in Education Code section 44237(h), unless despite the such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to Education Code section 44237 (i) or (j). In addition, the Contractors will make a request for subsequent arrest service from the CDOJ as required by Penal Code section 11105.2 with respect to each such person. Clearance certification must be submitted to the District prior to program implementation and within 5 business days when personnel changes occur that affect the provision of services under this Agreement.

C. **Legal Proceedings.** In the event of any action at law or in equity, including an action for declaratory relief, between the parties arising out of or relating to this Agreement, then the prevailing party in such action will be entitled to recover from the other party a reasonable sum

as attorneys' fees and costs. The prevailing party will be determined in accordance with Civil Code Section 1717(b)(1) or any successor statute. These provisions will survive and remain in full force and effect beyond the termination or expiration of this Agreement.

**XIII. Integration/Waiver**

This Agreement and the attached Exhibits represent the entire understanding by and between the District and the Contractors as to those matters contained herein. No prior oral or written understanding will be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto. Any waiver by either party of any provision of this Agreement must be in writing and be attached as an Addendum to this Agreement. Any written waiver will affect only the provision specified and only for the time and in the manner stated in the writing. No waiver by a party of any provision in this Agreement will be considered a waiver of any other provision in the Agreement.

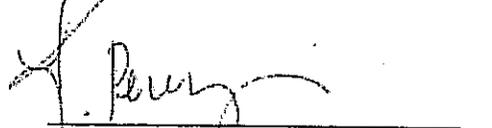
**XIV. Execution**

This person(s) executing this Agreement and any Exhibits hereto on behalf of the Contractors warrant and represent that Contractors has vested authority on such person(s) to execute and deliver this Agreement and to perform the services contemplated hereunder and that this Agreement is valid and binding on Contractors.

**South County Cal-SOAP**

  
Erin Gemar, Project Director

**Morgan Hill Unified School District**

  
Kirsten Perez, Assistant Superintendent  
Business Services

**YMCA of Silicon Valley**

  
Mary Hoşniko Haughey, Vice President of  
Operations for Youth Development and Social  
Responsibility