



# MORGAN HILL UNIFIED SCHOOL DISTRICT

## AMENDMENT TO SERVICE AGREEMENT

This Amendment to the Service Agreement is hereby entered into on **Jan 17, 2024** by Morgan Hill Unified School District, (hereinafter referred to as "DISTRICT"), and **LATI (Living Above the Influence)** (hereinafter referred to as "VENDOR") for the following services: **Increasing contract amount and extending services until June.**

The following changes and/or revisions will be reflected as follows to the original Service Agreement. All prior agreements remain in force; Amendment only reflects a change in the following: (PLEASE ONLY CHECK CHANGES THAT APPLY).

**ORIGINAL PURCHASE ORDER NUMBER:** **N/A- Will need to create a new one to cover this amendment.**

Change/Revision	Explanation
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**Term(s) of Contract:\*\*** **Extending contract until June 30th, 2024.**

**Description of Services:\*\***

**Amount:\*\***

<b>Original Amount:</b>	\$77,080	Total Encumbered Prior to this Agreement
<b>Change:</b>	\$35,060	Additional Amount to be Encumbered
<b>New Total:</b>	\$112,140	Total

Old Budget Code	Amount
060-5634-0-5800-00-1110-1000-563400-000-0000	\$77,080
New Budget Code	
010-0000-0-5800-00-1110-1000-563400-000-0000	\$35,060

**Waive Liability Insurance:**

Other:

\_\_\_\_\_  
\_\_\_\_\_

Original Board Approval Date:

Board Amended Date:

District	Vendor
_____ Signature	<i>Dori Prado</i> _____ Signature
_____ Name	Dori Ann Prado _____ Name
_____ Title	Executive Director _____ Title
_____ Date	1/17/2024 _____ Date

\*\*The Service Agreement Amendment is required to change: terms, description of service(s) or contractual amount and may require approval by the Board of Education.



# MORGAN HILL UNIFIED SCHOOL DISTRICT SERVICES AGREEMENT

## Contract Approval Routing Slip 2022-2023

The District employee that is providing the attached Services Agreement to the person or entity that will be providing special services to the District should first do the following:

1. Provide only the Morgan Hill Unified School District's approved Services Agreement. The Services Agreement should be completed in lieu of signing any vendor contract for services.
2. The completed Services Agreement needs to be submitted to the Deputy Superintendent's office the Thursday prior to the Board deadline date, unless otherwise noted.

<b>Title of MOU / Contract / Grant Agreement:</b> LATI (Living Above the Influence)Amendment		
<b>Program Name:</b> Homeless Grant funds		
<b>Budget Code(s):</b> 060 - 5634 - 0    5800 -00 - 1110 - 1000 - 5634000 - 000 - 0000    100 %		
<b>Budget Code(s):</b> _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ %		
<b>Date Routed:</b> Mar 22, 2023	<input type="checkbox"/> <b>Google Sheet under \$100k</b>	<b>Amount:</b> \$52,080
<b>Site:</b> All Sites, Service site will vary from school site, to Morgan Hill Community Cultural Center, and or the New Family Center	<b>Board Approval Date:</b>	<b>Link to Google Doc</b>
1. <b>Contract Initiator:</b> Jessica Martinez		Google Comment/Approval
2. <b>Contract Administrator:</b> Jessie Swift		Google Comment/Approval
3. <b>Assistant Superintendent HR:</b> Fawn Myers (Only for personnel contracts, ex: psychologist)		Google Comment/Approval
4. <b>Contract Executive:</b> Pilar Vasquez-Vialvia, Ed Services ▾		Google Comment/Approval
5. <b>Fiscal Services, Buyer:</b> Dianne Dalton		Google Comment/Approval
6. <b>Fiscal Services, Director:</b> Lisa Lee		Google Comment/Approval
7. <b>Fiscal Services, Accounting Specialist:</b> Tracey James ▾		Google Comment/FYI
8. <b>Department Executive Assistant, Confidential:</b> Claudia Estrada ▾		Google Comment/Approval
9. <b>Business Services:</b> Allison Murray		Google Comment/Approval

10. Deputy Superintendent and CFO: Kirsten Perez	Google Comment/Approval
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# MORGAN HILL UNIFIED SCHOOL DISTRICT

## AMENDMENT TO SERVICE AGREEMENT

This Amendment to the Service Agreement is hereby entered into on Mar 15, 2023 by Morgan Hill Unified School District, (hereinafter referred to as "DISTRICT"), and LATI(Living Above the Influence) (hereinafter referred to as "VENDOR") for the following services: Adding to the description of services and increase original amount.

The following changes and/or revisions will be reflected as follows to the original Service Agreement. All prior agreements remain in force; Amendment only reflects a change in the following: (PLEASE ONLY CHECK CHANGES THAT APPLY).

**ORIGINAL PURCHASE ORDER NUMBER: 310670**

Change/Revision	Explanation
<input type="checkbox"/> Term(s) of Contract:**	
<input checked="" type="checkbox"/> Description-of-Services**	<ol style="list-style-type: none"> <li>1. <b>Chill Out Life Skills Program: Jan – Nov Weekly Group, Dinner Provided, Pre and Post Survey, light to medium case management if needed. The Program focuses on each student’s individual needs and also supports family as a whole if needed. (Britton &amp; Live Oak have a few they will be referring over)</b> <ol style="list-style-type: none"> <li>1. This program focuses on a variety of life skills and may include communication, cultural sensitivity, conflict resolution, healthy relationships, the capacity to deal with difficult situations, the ability to overcome obstacles, decision-making, identity, substance abuse awareness, community building, leadership, mindfulness, selfcare, self-love, social and emotional wellness, restorative circles, and much more. (Evidence-based curriculum)</li> </ol> </li> <li>2. <b>SARP (Student Assistance Referral Program): Conflict</b></li> </ol>

**Resolution/RJ Circles/ Pre-Citation Diversion Circles (Britton & Live Oak have a few they will be referring over)**

- 1. May include a variety of services such as Mentorship, Mediation, school visits, case management, family support, RJ Circle, Truancy Circles, Conflict Resolution Circles. The Program focuses on each student’s individual needs. (Off Campus RJ Circle, Diversion Circles, Parent & Youth Circles) Mediation on or off school campus, Pre-Citation Diversion Circles, Truancy Circles, Family Circles
- Secondary Crisis Response and Intervention: Assist MHUSD maintain safety and provide interventions (one-on one or in a group setting)
  - Youth referred by MHUSD and school personnel and by self-referral. (On Campus Support or off Campus support)

**From: March – Nov. 2023**

**Amount\*\***


<b>Original Amount:</b>	\$25,000	Total Encumbered Prior to this Agreement
<b>Change:</b>	\$52,080	Additional Amount to be Encumbered
<b>New Total:</b>	\$77,080	Total

Old Budget Code	Amount
060-5634-0-5800-0-1110-1000-563400-000-0000	\$77,080
New Budget Code	
060-5634-0-5800-0-1110-1000-563400-000-0000	\$77,080

- Waive Liability Insurance:** \_\_\_\_\_
- Other:** \_\_\_\_\_

**Original Board Approval Date:**

**Board Amended Date:**

District	Vendor
 _____ Signature Dr. Carmen Garcia _____	_____ Signature _____

Dr. Carmen Garcia  
 \_\_\_\_\_  
 Name

Superintendent  
 \_\_\_\_\_  
 Title

May 31, 2023  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

\*\*The Service Agreement Amendment is required to change: terms, description of service(s) or contractual amount and may require approval by the Board of Education.



**Living Above The Influence (LATI)  
Youth Support Services**  
**Proposal for Morgan Hill Unified School District**  
**Project Period Mar 2023 through Nov 2023**

Jan 12, 2023

**Prepared By:**  
**Dori Prado, Executive Direct**  
Living Above The Influence (LATI)

501c3 82-4917245  
17000 Monterey Rd Morgan Hill CA 95037  
Mailing: PO Box 190, Morgan Hill CA 9503

Contact: Dori Prado  
(408) 408-390-9012

[doriannprado@gmail.com](mailto:doriannprado@gmail.com); [doprado@cisco.com](mailto:doprado@cisco.com)



**Prepared For:**

Morgan Hill Unified School District  
15600 Concord Cir. Morgan Hill, CA 95037-7110  
(408) 201-6023

**Attention:** Jessie Swift

## Cover Letter



Jan 12, 2023

Dear Morgan Hill, Unified School District,  
Thank you for considering LATI to submit proposal to offer MHUSD – Student Support Services.

LATI is a nonprofit organization operating since 2007. We currently provide services in Santa Clara County offering youth supportive services which include Life Skills, mentoring, case management, pro-social, social, and emotional wellness (mental health), youth employment support, mediation, sports programs and more.

Should you have any inquiries or concerns, you may contact me directly at 408-390-9012, or sending me an email at [doriannprado@gmail.com](mailto:doriannprado@gmail.com)

Thank you for reviewing this proposal and we look forward to hearing from you soon.

Sincerely,

Dori Ann Prado

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## About Living Above The Influence

### Who we are

LATI is a grass roots organization founded by Dori Prado in 2007 four years after a drug overdose tragically took the life of her younger brother, and, after many years of witnessing the toll that substance abuse took on other family members and friends. Her resolve to break the cycle of despair within her own family led to a desire to help others in her community as well. LATI has evolved into an agency (501c3 nonprofit) providing programs, services to thousands of youth and families throughout the year. LATI also hold Community events serving hundreds of families.

Today teens who are dealing with issues such as substance abuse, pressure to get involved with gangs, unstable home situations, and similar challenges all benefit from the organization's weekly youth development program, Chill Out Life Skills, and the weekly Empowerment Group. Both are support groups and learning experience for middle and high school high risk teens. It provides them educational workshops and activities, combined with confidential discussion, so they may gain valuable life skills that help them reach their full potential while also providing them with a safe, accepting place to express themselves.

LATI has adopted and fosters the 41 Developmental Assets that focus on positive values, relationships, a constructive use of time, positive role models, skills and experiences that help youth lead healthy lives, the program uses age and culturally appropriate evidence based (SAMHSA) substance abuse prevention curricula Joven Noble and incorporating Xinachtli a rites of passage curriculum for adolescent.

There is also an emphasis on developing self-esteem, motivation through goal setting, and developing essential life skills such as completing education and finding employment.

Invited speakers vary...they can be counselors, law enforcement, youth who have overcome their own challenges, or other supportive individuals but the one consistent thread is Dori, who overcame tremendous odds herself, growing up. She leads by example, sharing her story and helping every young person there feel empowered enough to make healthy choices to succeed in life.

LATI's youth base programs are year-round and consist of school-based programs, community programs, outreach, pro social, community building, mental health workshops, substance abuse workshops, life skill groups, and cultural programs: evidence-based curriculum(s) developed by the National Compadres Network (NCN), which include the El Joven Noble, Xinachtli, and Circle Keepers, WHY TRY, The Connection Practice, ONE Group Girl, One Group Boy and other evidence-based curriculum.

LATI does not discriminate based on race, color, national origin, religion, sexual orientation, gender identity, disability, age, or familial status in the administration of its programs or activities.

**Collaborating Partnerships:** South County Youth Task Force, South County Youth Diversion Program, Morgan Hill Unified School District, Community Solutions, Rebekah Children's Services, Discovery Counseling, Morgan Hill Police Department, Gilroy Police Department, City of Morgan Hill, Morgan Hill Unified School District Nutrient Department, Second Harvest Food Bank, South County Faith Based Coalition, Santa Clara County Mental Health, and other CBOs,

## **Our Goal**

LATI will amplify the voice of the voiceless.

We will have innovative and culturally rich best practices to provide safe spaces and resources to break unhealthy cycles, heal our Youth and Families in the South Bay Community, and build strong, loving leaders.

**We will bridge the future for our Youth through stellar services which include:**

- Early Intervention, Intervention, Prevention
- Diversion Program/Partnerships
- Life Skills
- Coping Skills
- Mentorship
- Social, Emotional and Physical wellness (Mental Health)
- Planning for College or Vocational school support
- Employment Support, Job Readiness, Resume Building
- Financial Literacy
- Substance Abuse Impact
- Leadership Development
- Heart Healing
- And More....

## **Our Mission**

LATI – “Living Above The Influence” – exists to heal and uplift the voices of Youth and their Families in the South Bay Community. We provide support, guidance, opportunities, and mentorship to empower our Youth – including those affected by challenges – and to cultivate leaders who will rise up and transform our communities and the world.

**We awaken spirits, heal hearts, and enable brighter futures!**

## Project Situation/Issue

Today's youth are presented with major challenges—often without the skills or resources to tackle them. To cope with the pain, they turn to unhealthy means including drugs, alcohol, self-abuse, and some consider a tragic escape, suicide. These harmful choices lead to truancy, increased juvenile arrest and increased citations and an avalanche of other long-term outcomes including addictions, gang involvement, and even prison. The outcome of getting caught up can be a lifetime of burden...not only for today's youth, but their children, and their children's children.

LATI programs target high risk youth, failing in school, on alert for explosion, assigned to SARB, MDT meetings, or are already entangled with the probation/ juvenile court system. LATI desires to intervene and divert the youth toward learning new tools and positive alternative choices, prevent and reduce youth, family, and street violence, reduce juvenile delinquent behaviors, stop recruitment of youth into gangs, build and bridge positive relationships.

Program offers diversion approaches, holding life skills sessions like communication, cultural sensitivity, conflict resolution, healthy relationships, the capacity to deal with difficult situations, the ability to overcome obstacles, decision-making, identity, substance abuse awareness, community building, leadership, mindfulness, social and emotional wellness, restorative circles, self-care, and much more. (Evidence-based curriculum).

### Expected Outcomes:

**To reduce the amount of youth truancy, arrest, citations and build up emotional wellness.**

Evaluation scope includes attendance and participation data, pre and post surveys, (Risk Avoidance, Protective and Resiliency Asset Assessment), retrospective surveys (Youth Development Survey), indicators of change, as well as stakeholder and participant interviews. Outcome indicators include aggregated individual participant success and degree of change in behavior and/or developmental assets, e.g., prosocial attitudes, communication skills, mentorship, pre ready employment workshops, resume building, better relationships, healthy choices, sense of individual responsibility and substance use, and referrals to additional services as needed. Outreach events will use sign in sheets to track participation.

## LATI Program Description

LATI's youth base programs are almost year round (JAN- NOV) and consist of school based programs, community programs, outreach, pro social, community building, life skill groups, parenting education, and cultural programs: evidence based curriculum(s) developed by the National Compadres Network (NCN), which include the El Joven Noble, Xinachtli, and Circle Keepers, WHY TRY, The Connection Practice, IIRP Restorative Justice Practices, ONE Group Girl, One Group Boy another evidence-based Life Skills Program.

Living Above The Influence (LATI) services, may include after-school, street intervention, outreach, engagement, recruitment, mentoring, evidence-based curricula and pro-social activity services, community event outreach, neighborhood community builder program at identified hot spot, school base empowerment group support, will work to build positive relationship building between law enforcement and hotspot communities in South County.

LATI will provide reporting data, necessary for program evaluation, monthly progress, Invoicing Reporting documents, to the Morgan Hill Unified School District in a timely matter.

## SCOPE - Services/Activities:

Living Above The Influence (LATI) will provide a 1.0 FTE Youth Intervention Director (salary base) who will be responsible for program administration but also service delivery and 1 part time (.5 FTEs) Youth Intervention Specialists.

The LATI Program aims to work with youth and young adults to prevent gang and or negative influence and violence in the home and community, address specific behaviors that may jeopardize a student's ability to attain academic success, high school graduation, and/or job placement - retention, and help build self-esteem, resiliency, and a sense of belonging through the attainment of life skills.

LATI will target youth, female, male and gender non-conforming, ages 11-18 from Morgan Hill. The Project will serve 20 MHUSD youth per year to the Chill Out Program and 10 SARP Diversion/ Mediation Circles.

LATI will utilize its current relationships with MHUSD, parent groups, social workers, probation officers, police officers, other CBOs to solicit referrals of youth in the MHUSD to Project services.

### Services may include:

A variety of services to be provided during the term of this agreement.

#### **1. Primary - Chill Out Life Skill Referral Program – Weekly Every Thurs from 5:30 pm – 7:30 pm**

This program focuses on a variety of life skills and may include communication, cultural sensitivity, conflict resolution, healthy relationships, the capacity to deal with difficult situations, the ability to overcome obstacles, decision-making, identity, substance abuse awareness, community building, leadership, mindfulness, selfcare, self-love, social and emotional wellness, restorative circles, and much more. (Evidence-based curriculum)

#### **Life Skills, Intakes, goal plan, 1.1, Pre & Post Surveys**

#### **2. SARP (Student Assistance Referral Program) may include a variety of services such as; Mentorship, Mediation, school visits, case management, family support, RJ Circle, Truancy Circles, Conflict Resolution Circles. The Program focuses on each student's individual needs. (Off Campus RJ Circle, Diversion Circles, Parent & Youth Circles) Mediation on or off school campus, Pre-Citation Diversion Circles, Truancy Circles, Family Circles)**

3. **Secondary Crisis Response and Intervention (Mediation, conflict resolution – Assist MHUSD maintain safety and provide interventions (one-on one or in a group setting) to youth referred by MHUSD and school personnel and by self-referral. (On Campus Support or off Campus support)**

4. **Outreach and Engagement Activities – To build rapport with youth and Parents within identified Morgan Hill hot-spots, specifically at and around Galvan Park, Park Place Apartments and Britton Middle school; to introduce services, opportunities for self-referral, and invitation to participate in our services/activities (Outreach include face-to-face introductions and 'get-to-know you' activities**

5. **Pro-Social Activities/ Neighborhood Community Activity - Support youth identified by Youth Intervention Specialists through outreach and engagement, with pro-social activities and organized sports, volunteer activities, Events, outings that encourage a healthy**

lifestyle and relationship-building with positive adult role models.

## Geographic Area and Target Population and Outcomes

LATI will serve a minimum of (30+) youth (ages of 10-24 years) and adults in Morgan Hill and San Martin to be served through programming and a total of (500) contacts via large community events.

Target population for these services include vulnerable elementary school, middle school and high school students as well as young adults that reside in disenfranchised, disadvantaged neighborhoods, where higher disparities exist, such as higher impact by poverty, food insecurity, gangs, drugs, are on probation, and/or those that are either gang-impacted or are affected by gangs in south county, ages 10-24, any gender or non-binary, who reside or attend school in South County (zip code areas 95037, 95046) and can fall in one or more of the following categories:

- a. "At Promise (At-Risk) Youth": Defined as youth who live in or attend schools in low-socio economic areas, referred to as "Hot Spots" within the first Strategic Plan that exhibit Stability Needs; Potential Harm to Self or Others; Offending Behavior; Trauma History/ Lack of Healthy Coping Abilities and Re-Victimization Risk.
- b. "High-Promise (High-Risk) Youth: Defined as youth exhibiting high risk behavior(s) related to gang lifestyles, re-offending and/or participating in gang intimidation or behaviors associated with violence.

This category distinguishes from "at-risk" population in that it generates additional characteristics demonstrating social-risk factors and level of intensity.

- c. "Youth who demonstrate to be severely impacted/gang intentional": Social circle is integrated into intergenerational gang-membership environment and/or affected by intergenerational drug use youth self-identified, and/or are arrested for gang-related incidents or acts of violence through the justice system.
- d. Parents of youth and/or community members who reside in Morgan Hill, San Martin and Gilroy areas of higher disparities: As identified by the SCYTF Strategic Plan(s) for community civic-engagement, community-building and organizing efforts.
- e. School Providers: School staff and districts who identify themselves as needing support, services and wish to integrate relevant SCYTF supports and trainings into schools, build staff's competencies who are working with youth displaying various signs of trauma and behavioral issues.

We anticipate prevention strategies will directly impact families that reside in the targeted high-risk neighborhoods. Evaluation scope includes attendance and participation data, pre and post surveys, (Risk Avoidance, Protective and Resiliency Asset Assessment), retrospective surveys (Youth Development Survey), indicators of change, as well as stakeholder and participant interviews. Outcome indicators include

aggregated individual participant success and degree of change in behavior and/or developmental assets, e.g., prosocial attitudes, communication skills, better relationships, healthy choices, sense of individual responsibility and substance use, and referrals to additional services as needed. Outreach events will use sign in sheets to track participation.

All services and events are at no cost and, while most participants are projected to be low-income, there are no economic restrictions for participation.

<b>Morgan Hill Unified School District</b>			
15600 Concord Circle Morgan Hill, CA 95037 (408) 201-6000 phone			
Attention: Jessie Swift			
<b>Student Assistance/Chill Out Budget Proposal</b>			
Period - Mar 2023 - Nov 2023	AGENCY NAME:	Living Above The Influence	
	Program Name:	Student Assistance Program/Chill Out	
	CONTACT PERSON:	Dori Prado	
	CONTACT INFO:	408.390.9012	
Period-Mar 2023 - Nov 2023		<b>Total: \$52,080</b>	
<b>Budget Proposal</b>			
#	Salaries	Grant Allocation	
	<b>Executive Program Director (Youth Intervention Director)</b>	\$42,200	Responsible for program administration, service delivery, overall contract compliance, program design and implementation and execution of services. Data Collection/ Reports, Partner Meetings, MDT, Read outs, check ins with MHUSD, School site visits with Staff, and you, mediation session.
	<b>Youth Support Specialist</b>	\$4,880	Co Faciliate, Facilitate, Pro Social Activites, Team Building, Outreach, Intake support, Log Support
	<b>Total Personal Cost:</b>	<b>\$47,080</b>	
#	<b>Operating Expenses</b>	<b>Grant Allocation</b>	
	Printing	\$ 200	Group activities flyers, brochures/flyers and business cards.
	Training	\$ 300	training fees and materials for cognitive-based and evidence-based training and capacity building.
	Client Needs (Emergency)	\$ 800	Basic needs assistance (i.e. clothing/shoes, bus passes, hygiene, groceries, CA ID) for youth, Family home support needs.
	Program Supplies/Functions	\$ 2,500	Software, paper, ink, pens, equipment etc, Food, Snacks, client incentives and related expenses for program and activities related to building relationship with youth. Events, program support stipend, Pro Social Activities, Felid trips, etc.
	Administrative Overhead	\$ 1,200	Administrative reimbursement for accounting, payroll services, annual audit, non personal contractor, general liability/EON insurance, Operations Manager etc.
	<b>Total Operating Cost:</b>	<b>\$ 5,000</b>	
	<b>TOTAL PERSONAL COST</b>	<b>\$47,080</b>	
	<b>TOTAL OPERATING COST</b>	<b>\$ 5,000</b>	
	<b>TOTAL PROGRAM COST</b>	<b>\$52,080</b>	

## Program Recognition

- LATI & Chill Out program is recognized as one of the only South Santa Clara County programs serving vulnerable youth to prevent substance abuse.
- Over the years, Chill Out and LATI have been reported in the local press and recognized for the invaluable service that they provide the youth and families in our community including:
  - 2019 – Launch of new leadership program, Hearts & Crafts
  - 2019 – Annual LATI Community Event
  - 2018 – Loving on The Homeless Event/Outreach
  - 2018 Launch of new program, South County Faith Based Coalition, Graceful Giving, Honoring The Badge
  - 2018 City of Gilroy CA, Community Champion Award
  - 2015 - City of Morgan Hill, CA Role Model of the Year award

- 2015 - Waves Empower article showcases Chill Out and LATI through an informative interview with the Program Manager.
- 2014 – Morgan Hill/Gilroy Life full article about LATI

## Partnership/Sponsor

As Sponsor/partnership, your name or your organization's name shall be mentioned in all media postings online and offline. Your company logo and name shall be printed in all poster and media publications. Your logo shall significantly appear on posters together with other sponsors which will show the larger than Supporting Sponsors. Your logo shall appear in flyers that has relation to the project.

Thank you for your time and the opportunity you have given us in allowing us to present to you this proposal. We do hope that we hear from you soon and be partners to our advocacy.

Sincerely,

*Dori Ann Prado*

Founder, Living Above The Influence  
408-390-9012  
doriannprado@gmail.com

## Community Programming

Presenter: Dori Prado



### Community Based Programs

**LATI Community Bridge:** Providing services in affordable housing complexes in South County. The program focuses on building community within the complex, educating parents and youth with life skills, exposing youth and families to new interest, new learnings, engaging with pro-social activities, arts & crafts, BBQs, games, community circles, guest speakers, and more.

**LATI Friday Night BLAST (Building Lives Around Sound Truth):** Provides a safe space for youth to hang out, have fun, build healthy relationships, engage in positive activities, circle check ins, on a Friday evening.

**3D Youth (Dedicated, Determined & Driven):** Community Based Pro Social Activities, Basketball, baseball, soccer, flag football, hiking, healthy eating, games, meditation and more

**South County Faith Based Coalition:** Monthly Prayer Night in South County. Goal is to bring people of faith together to pray for community and do acts of service in the community together. To be a community bridge resource connector.

[https://www.youtube.com/channel/UCN0zDruo2WSn7\\_h0dfrj9QA](https://www.youtube.com/channel/UCN0zDruo2WSn7_h0dfrj9QA)



Father Sergio,  
St Catherine's



### Community Summer Programs Virtual & Social Distancing

- Weekly Family Check Ins
- Weekly Food Distribution In Partnership with MHUSD & Morgan Hill Police has been serving several affordable apartment complexes/ families in Morgan Hill with weekly meals since April 4<sup>th</sup>. *To date a total of 50,500 meals provide* by LATI
- Spanish Parent Project in Partnership with MHPD starts June 30<sup>th</sup>
- Friday Family Night Blast – Every Other week- Virtual Friday Fun!
- Summer Community Programming will incorporate discussion around Racism
- 21 day Radical Equity Habit Building Challenge starts in July
- Video of LATI/MHPD Food Distribution:  
<https://www.youtube.com/watch?v=OEN1KKd0MBk&feature=youtu.be>

#### Racial Equity Habit Building Challenge



#### Shout Out to MHPD



## Youth Programs Virtual

**Youth Empowerment Group:** Every Thursday (Jan—Jun) 4:00 pm—5:45 pm (snack provided) The After-school Empowerment Program provides a safe place for youth to get the support they need. The Program focuses on each student's individual need from mentoring, goal setting, after school lab, credit recovery, job search, resume building and more

**Chill Out Life Skills:** Every Thursday (Jan—Nov) 5:45 pm—7:45 pm (dinner provided) This Programs offers fundamental life skills such as communication, cultural competence, conflict resolution, healthy relationships, the ability to cope, overcoming obstacles, decision making, Identity, substance abuse awareness, building community, giving back, leadership, mindfulness, restorative circles, self care and much more. (evidence-based curriculum)

**Boys Group:** Every Monday (year-round) 5:30 pm – 6:30 pm  
Weekly group teaching values and life skills that will set our boys up for success from boys to young men and into their adulthood. One crucial skill for boys to learn is the ability to work effectively and harmoniously in a team environment.

### School Based Program

**Groups:** Our School based programs run restorative circles, life skill groups, focus on build healthy relationships with at risk youth, goal plan with youth to help get them on track. (customized to meet the need of the school and youth)

## Youth Summer Programs Virtual and Social Distancing

- Weekly Boys Group will continue
- Weekly Chill Out will continue
- Trail Run – Partnership with Probation and Morgan Hill Police Department
- Stay Active Youth Camp
- Talent Contest in July
- Friday Night Blast – Weekly Virtual Friday Fun!
- Summer Programming will incorporate discussion around Racism
- 21 day Radical Equity Habit Building Challenge



## Racial Equity Habit Building Challenge





Sports camp



Day camp

Tonight at boys group, we talked about Kobe, basketball & life! So we decided to play little hoops in honor of Kobe Bryant. 🏀🏀



boys group



Parent Project Spanish



Youth Led Homeless



Virtual Chill Out



Capt Kokech



Food Distribution



Group



Food Distribution w/MHPD



2.5 Mile Race



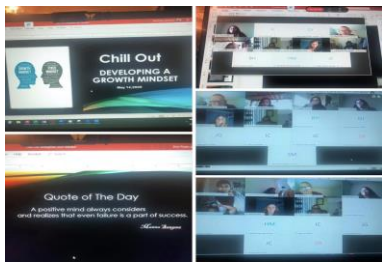
Sports Camp



Food Distribution



2.5 Mile Race, MHPD Resource Officers out supporting



Virtual Chill Out



Food Distribution MHPD



Sports Camp



Youth Sports/Day Camp



Mr Maldonado Campos w Officer Cortez. Building Relationships



Food Distribution w/MHPD



Chill Out Youth



Chill Out



Community Circle



Empowerment Group



Hearts & Crafts Family



Loving on the Homeless Prep



Healing Circle Beach Trip after GF shooting



Field Trip



Boys Group



Boys Group



Grade Check In Awards



Night of Peace Event



Making lasting impactful memories,



Community Building-Family Night Blast



Grocery Bag Give a way



Hearts & Crafts



LATI youth at Chill Out Booth



LATI Event



Lati



LATI



LATI youth at Chill Out Booth



Family night- Community Circle



Youth Dance Performance



Youth Award w Major Rich



Youth Award



LATI



Hearts & Crafts



Hearts & Crafts



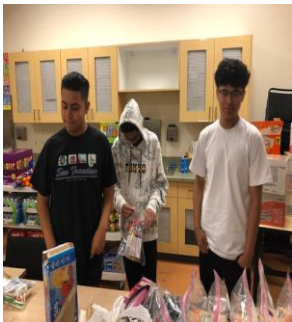
Hearts & Crafts



Hearts & Crafts



Hearts & Crafts



Getting these boys involved



Loving on the Homeless Outreach prep



Chill Out



Chill Out



Building Community/ Circle



Family Night Community Circle  
Building Community



I love the smiles



Community Circle



Parent Project



Boys Group

**FENTANYL AWARENESS COMMUNITY MEETING**  
VIRTUAL AND IN-PERSON

Join us for this free workshop to learn more about the deadly dangers of Fentanyl, drugs being sold on Snapchat and other social media platforms, hear from a mother who lost her son to Fentanyl poisoning, learn how to use Narcan, and more.

**FEBRUARY 10, 2022**  
6:00 - 7:30 PM

**IN-PERSON LOCATION**  
CITY COUNCIL CHAMBER BUILDING  
17555 PEAK AVE, MORGAN HILL

Registration required for those attending in person.

Register by using the following link to attend in person:  
<https://www.surveymonkey.com/r/1TP6HLW>  
or by scanning the QR code:



For those attending virtually you can join the zoom meeting here:  
<https://bit.ly/FentanylAwarenessCommunityMeeting>

SPANISH INTERPRETATION PROVIDED FOR THOSE ATTENDING IN-PERSON



THIS EVENT WILL BE RECORDED AND LIVE-STREAMED ON THE CITY'S FACEBOOK PAGE

FOR MORE INFORMATION CONTACT DORI PRADO AT (408) 390-9012

### MORGAN HILL COMMUNITY MENTAL HEALTH AND SUICIDE PREVENTION AWARENESS PRESENTATION

Understanding the issues around mental health is an important way to take part in suicide prevention, help others in crisis, and change the conversation.

Please join us to learn valuable coping skills for managing stress, anxiety, and suicide prevention.

#### WHEN & WHERE

Thursday, April 28, 2022, 6:00 to 7:30 pm

In-person at:  
Morgan Hill Council Chamber  
17555 Peak Avenue  
Morgan Hill

\*\* Spanish Interpretation Provided for In-Person Attendees \*\*

Join the virtual meeting at:  
<https://us02web.zoom.us/j/89264798501>

Registration (recommended, not required):  
<https://www.surveymonkey.com/r/FD0MK03>  
or scan QR code:

For More Information Contact Dori Prado  
Phone: (408) 390-9012



**16<sup>th</sup> ANNUAL COMMUNITY EVENT**  
*A Heartfelt Event Dedicated to Making A Difference In... LIFE*

Saturday, October 8, 2022  
12:00PM - 4:30PM  
Morgan Hill Community Cultural Center  
17000 Monterey Rd. Morgan Hill, CA

**Free Event**

**Free BBQ - Music - Raffles - Youth Graffiti Contest - Ride In Bike Show - Kids Zone - Jump House - Face Painting - Animal Balloons and More!**

**Some Raffle Items**

Youth Tablet	2 Youth Bikes	Gift Baskets	1 Adult Bike	Gift Cards	1 Adult 32" TV
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- Welcome Message by Mayor Rich Constantine
- Heartfelt, Inspiring, Encouraging Testimonials
- 2022 Community Youth & Service Provider Awards
- Youth, Family, Community Resource & Local Vendors
- Free Glucose, Blood Pressure and Dental Screenings by Bay Area Community Health
- National Farmerworker Job Program & Services
- Substance use treatment services information, and Narcan distribution by Central Valley Clinic
- City of Morgan Hill - Below Market Rental and Ownership Program Information, Homelessness Effort Resources, Food, and Rental Assistance Resources.
- Family Resource Center, Employment, Immigration Legal Services, Emergency Preparedness by Catholic Charities
- Several CBOs/Agencies who offer: Individual, Family, Group, and School counseling services and workshops
- Agencies will be sharing Mental Health Resources
- Entertainment: DJ Carlos Diaz, and Dance Performance by Hip-Hop Craze
- Free Grocery Bags to the First 100 Attendees
- Memorial Balloon Release

**Youth Graffiti Contest Registration**  
Pre-Registration is Required  
From 12-10 pm, 14, 2nd & 3rd Place Prizes

**Ride In Bike Show (Bikeops)**  
Sign In/Sign-up Day of Event  
From 12-10 pm, 14, 2nd & 3rd Place Prizes

GET INVOLVED: Volunteer - Share Your Story - Sponsor Host a Booth  
Contact: 408-390-9012 or [info@morganhillca.gov](mailto:info@morganhillca.gov)

Graffiti Registration Link: <https://www.surveymonkey.com/r/1Y1N0U7> or scan



**COMMUNITY CELEBRATION 2022**

**FREE BBQ**  
**FREE RAFFLES**  
**LIVE MUSIC**  
**BOUNCE HOUSE**  
**FACE PAINT**  
**BALLOONS**

**MORGAN HILL COMMUNITY CULTURAL CENTER**  
17000 Monterey Rd, Morgan Hill Ca 95037

**SAT OCT 8<sup>TH</sup>**  
12PM - 4:30PM






# MORGAN HILL UNIFIED SCHOOL DISTRICT

## CONTRACT APPROVAL ROUTING SHEET

### 2022-23

The District employee that is providing the attached Services Agreement to the person or entity that will be providing special services to the District should first do the following:

1. Provide only the Morgan Hill Unified School District's approved Services Agreement. The Services Agreement should be completed in lieu of signing any vendor contract for services.
2. The completed Services Agreement needs to be submitted to the Deputy Superintendent's office the Thursday prior to the Board deadline date, unless otherwise noted.

<b>Title of MOU / Contract / Grant Agreement:</b> <a href="#">Living Above The Influence</a>		
<b>Program Name:</b> Homeless Children and Youth II		
<b>Budget Code(s):</b> 060 - 5634 - 0 - 5800 - 00 - 1110 -1000 - 563400 - 000 - 0000 100 %		
<b>Budget Code(s):</b> _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ %		
<b>Date Routed:</b> <a href="#">Jan 4, 2023</a>	<input type="checkbox"/> <b>Google Sheet under \$100k</b>	<b>Amount:</b> \$25,000.00
<b>Site:</b> All Sites, Service site will vary from school site, to Morgan Hill Community Cultural Center, and or the New Family Center	<b>Board Approval Date:</b> NA	<a href="#">Link to Google Doc</a>
1. <b>Contract Initiator:</b> Jessie Swift		Google Comment/Approval
2. <b>Contract Administrator:</b> Jessica Martinez		Google Comment/Approval
3. <b>Assistant Superintendent HR:</b> <a href="#">Fawn Myers</a> (Only for personnel contracts, ex: psychologist)		Google Comment/Approval
4. <b>Contract Executive:</b> <a href="#">Pilar Vasquez-Vialva, Ed Services</a> ▾		Google Comment/Approval
5. <b>Fiscal Services, Buyer:</b> <a href="#">Dianne Dalton</a>		Google Comment/Approval
6. <b>Fiscal Services, Director:</b> <a href="#">Lisa Lee</a>		Google Comment/Approval
7. <b>Fiscal Services, <u>Accounting Specialist</u>:</b> <a href="#">Julia Lepik</a> ▾		Google Comment/FYI
8. <b>Department Executive Assistant, Confidential:</b> <a href="#">Claudia Estrada</a> ▾		Google Comment/Approval
9. <b>Business Services:</b> <a href="#">Allison Murray</a>		Google Comment/Approval
10. <b>Deputy Superintendent and CFO:</b> <a href="#">Kirsten Perez</a>		Google Comment/Approval



# MORGAN HILL UNIFIED SCHOOL DISTRICT

## SERVICES AGREEMENT

### 2022-23

THIS AGREEMENT ("Agreement") is made between Morgan Hill Unified School District, 15600 Concord Circle, Morgan Hill, CA 95037, hereinafter referred to as the DISTRICT, and the following named service provider hereinafter referred to as VENDOR:

Vendor: [Living Above The Influence](#)

Signer Name: [Dori Prado, Executive Program Director](#)

Address: [PO Box 190 Morgan Hill Ca 95038](#)

Mailing Address:

City: [Morgan Hill](#)

State: [CA](#)

Zip: [95038](#)

Phone: [4083909012](#)

Fax:

Email: [doriannprado@gmail.com](mailto:doriannprado@gmail.com)

DIR Number:

Federal Tax ID: [561110868](#)

Federal Tax Classification: [Individual/sole proprietor](#)

#### VENDOR IS RESPONSIBLE FOR UPDATING CONTACT INFORMATION IN A TIMELY MANNER

**NOTE: Federal Regulations (Code Sections 6041 and 6209)** require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed or failure to furnish the taxpayer identification number. The DISTRICT requires your federal tax identification number or Social Security Number, whichever is applicable, in order to comply with these regulations.

Pursuant to Government Code 16.5, public entities, including districts, are permitted to use digital signatures in their communications and operations. A digital signature is a type of electronic signature, as defined in Civil Code 1633.1. Any such digital or electronic signature has the same force and effect as a manual signature, provided the signature is created using acceptable technology and includes attributes specified in 2 CCR 22000-22005.

Submittal of Documents: The VENDOR shall not commence the work under this Agreement until the VENDOR has submitted and the DISTRICT has approved the certificate(s) and affidavit(s), and the endorsement(s) of the insurance required as indicated below:

- [Signed Agreement](#)
- [Insurance Certificates and Endorsements](#)
- [W-9 Form](#)
- [Workers' Compensation](#)
- [Tuberculosis Clearance](#)
- [Student Data Confidentiality Agreement](#)
- [Fingerprinting/Criminal Background](#)
- [Addendum for Technology Service Agreement \(if applicable\)](#)
- [Economic Sanctions Form](#)
- [Amendment](#)

## 1. TERM

This Agreement is effective on 1/16/2023 and terminates on 6/30/2023 or upon completion of services, whichever occurs first.

VENDOR shall not undertake any work under this Agreement until this Agreement is reviewed and approved by the DISTRICT's Board of Education, and VENDOR is in receipt of a signed Agreement.

## 2. TERMINATION

2.1. **Without cause by DISTRICT.** DISTRICT may, at any time, with or without reason, terminate this Agreement and compensate VENDOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by VENDOR. Notice shall be deemed given when received by the VENDOR no later than three (3) days after the day of mailing, whichever is sooner.

2.2. **Without cause by VENDOR.** VENDOR may, upon thirty (30) day notice, with or without reason, terminate this Agreement. Upon this termination, DISTRICT shall only be obligated to compensate VENDOR for services satisfactorily rendered to the date of termination. Written notice by VENDOR shall be sufficient to stop further performance of services to DISTRICT. VENDOR acknowledges that this thirty (30) day notice period is acceptable so that the DISTRICT can attempt to procure the services from another source.

2.3. **With cause by DISTRICT.** DISTRICT may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

2.3.1. Material violation of this Agreement by the VENDOR; or

2.3.2. Any act by VENDOR exposing the DISTRICT to liability to others for personal injury or property damage; or

2.3.3. VENDOR is adjudged bankrupt, VENDOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of VENDOR'S insolvency.

Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the DISTRICT may secure the required services from another VENDOR. If the expense, fees, and/or costs to the DISTRICT exceed the cost of providing the services pursuant to this Agreement, the VENDOR shall immediately pay the excess expense, fees, and/or costs to the DISTRICT upon the receipt of the DISTRICT'S notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available.

### **3. SUBCONTRACT OR ASSIGNMENT**

Neither party shall assign, delegate or subcontract any part of this Agreement without the written consent of the other party.

### **4. INTERPRETATION**

**In the event of any conflict or inconsistency between VENDOR'S agreement or documents and this MORGAN HILL UNIFIED SCHOOL DISTRICT SERVICES AGREEMENT, the MORGAN HILL UNIFIED SCHOOL DISTRICT SERVICES AGREEMENT shall prevail and supersede all other agreements or contract language.**

### **5. INDEPENDENT CONTRACTOR STATUS**

In the performance of the services to be provided, VENDOR is an independent contractor with the authority to control and direct the performance of the details of the work, and this Agreement shall not be construed to create the relationship of agent, employee, partnership, joint venture, or association. VENDOR understands and agrees that it and all of its employees are not employees of the DISTRICT and are not entitled to benefits to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, vacation or sick pay.

### **6. TAX REPORTING / PAYMENT**

VENDOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including, but not limited to, Unemployment Insurance, Social Security and Income Taxes with respect to VENDOR'S employees. Pursuant to IRS regulations, the DISTRICT shall provide VENDOR in IRS identified tax classification with an annual statement of compensation on the appropriate federal forms (currently IRS Form 1099 Misc.).

### **7. REGULATIONS**

VENDOR shall comply with all federal, state, and local laws, ordinances, regulations, permit requirements, and Board of Education's policies and regulations in performance of this Agreement, including as set forth herein at Paragraph 8.

### **8. FINGERPRINTING AND CRIMINAL RECORDS CHECK**

The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to the VENDOR performing any of the services as listed in Item 12 of this Agreement. DISTRICT retains authority to remove any VENDOR employee from DISTRICT site upon the determination that he/she has not complied with this fingerprinting and background check requirement, or has been convicted of a violent or serious felony, as defined in Education Code §45122.1. VENDOR must notify the DISTRICT and remove any employee immediately should the VENDOR learn that an employee working on a DISTRICT site has been convicted of a serious or violent felony, or sex offense. Failure to provide notice as required above may result in cancellation of this Agreement by DISTRICT and further legal action by the DISTRICT where applicable.

## 9. GOVERNING LAW

This Agreement shall be governed under the laws of the State of California. VENDOR hereby consents to the jurisdiction of the state or federal courts of Santa Clara County, California.

## 10. MISCELLANEOUS

This Agreement contains the entire agreement between DISTRICT and VENDOR and supersedes any and all prior discussions, understandings, and negotiations, whether oral or in writing. This Agreement may not be modified or amended unless in writing and signed by both parties.

## 11. INSURANCE AND INDEMNIFICATION

VENDOR agrees to defend, indemnify, and hold harmless the DISTRICT, its Board of Education, officers, employees and agents, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments, liabilities and judgments, including attorneys fees, arising from personal or bodily injuries, property damage or otherwise, regardless of and however caused that may arise for any reason from VENDOR'S performance of this Agreement.

VENDOR must keep in full force and effect a policy or policies of Workers' Compensation Insurance in the amount or amounts required by applicable law.

**During the term of this Agreement, VENDOR shall procure and maintain general liability and/or professional liability (errors and omissions) and automobile liability (if applicable), from a California licensed insurer acceptable to DISTRICT with per-occurrence limits of \$1 Million unless otherwise specified by the DISTRICT. VENDOR shall provide DISTRICT with a Certificate(s) of Insurance evidencing such coverage. High risk activities may require additional coverage as determined by the DISTRICT. Certificate Holder is Morgan Hill Unified School District. VENDOR shall also provide an Additional Insured Endorsement, naming Morgan Hill Unified School District as Additional Insured. Such insurance coverage shall be primary insurance and any insurance or self-insurance maintained by the DISTRICT shall be non-contributory. These certificates shall contain a provision that coverage afforded under the policy will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been delivered to the DISTRICT.**

## 12. DESCRIPTION OF SERVICES (SCOPE OF WORK)

VENDOR shall supply all required payment and performance bonds and shall pay employees applicable prevailing wages in accordance with state and federal law where required. VENDOR shall furnish, at its own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement. Additional pages may be added and shall be marked Exhibit "A" and are incorporated herein by this reference. VENDOR shall provide the following services to DISTRICT:

**Company Information:** Living Above the Influence (LATI) Provides several services and programs for youth, families and community.

Our goal is to intervene in the lives of youth and young adults who have demonstrated signs of high-risk behavior or who are at-risk for such behavior. We aim to motivate them to modify their choices, and we focus on increasing their confidence and self-esteem, thus empowering them to make better life decisions.

#### Youth Programs

**Youth Empowerment Group:** The After-School Empowerment Program offers young people a secure setting where they can get the assistance they require. Through mentoring, goal-setting, credit recovery, job search, resume building, mediation, conflict resolution, restorative circles, and other activities. The program focuses on the unique needs of each student.

**Chill Out Life Skills:** Every Thursday (January—June) 5:30 pm—7:45 pm (dinner provided). This program teaches basic life skills like communication, cultural sensitivity, conflict resolution, healthy relationships, the capacity to deal with difficult situations, the ability to overcome obstacles, decision-making, identity, substance abuse awareness, community building, leadership, mindfulness, social and emotional wellness, restorative circles, self care, and much more. (evidence-based curriculum)

**HUB:** Every Tuesday, Wednesday, and Thursday from 3:00pm—6:00 pm (MHUSD School Year Calendar). This after school program is a space for youth that focus on academic resources, job readiness, internet, and social and emotional wellness. HUB participants benefit from: Grade plan recovery support; Positive Adult Role Models; Resume Building, Job Search, Job readiness, Relationship Building; Mentoring; Resources; Free Internet access.

**School Based Program Groups (Call to book a session/program at your school):** Our School based programs run restorative circles, life skill groups, focus on building healthy relationships with at risk youth, goal plan with youth to help get them on track. It is customized to meet the need of the school and youth)

The Youth Empowerment Group, Chill Out Life Skills, HUB, and School Based Program Groups will be held at the Family Engagement Center. In addition, part of the program is to support students, and that will include visits to the sites.

**Student Assistant Referral Program:** SARP offers regular scheduled 1.1 with youth, school visits, case management, family support, and school goal planning. The program focuses on each student's individual need and supports youth with credit recovery.

**School Site—Chill Out Life Skills:** Topic sessions using Circle Talk and Restorative Justice Practices (4—6-week series) at school site.

**Mediation/Conflict Resolution:** LATI (Living Above The Influence) will work with referred students, develop a plan, then work with the students one-on-one. Then later in groups to address conflicts, accept responsibility, and bring understanding, and healing to the harm.

**Motivational Speaking:** They empower, motivate, encourage, and inspire.

#### Community Based Program Offerings

LATI Community Bridge: Providing services in affordable housing complexes in South County. The program focuses on building community within the complex, educating parents and youth with life skills, exposing youth and families to new interests, new learnings, engaging with pro-social activities, arts & crafts, BBQs, games, community circles, guest speakers, and more.

LATI Friday Night BLAST (Building Lives Around Sound Truth): Provide a safe space for youth to hang out, have fun, build healthy relationships, engage in positive activities, circle check ins, on a Friday evening.

3D Youth (Dedicated, Determined & Driven): Community Based Pro Social Activities, Basketball, baseball, soccer, flag football, hiking, healthy eating, games, meditation and more

Hearts & Crafts: Arts and crafts can provide an outlet for addressing emotional and/or problem behaviors through opportunities to learn new skills, develop new talents, and express thoughts and ideas in creative ways. Creating art can strengthen a youth's problem-solving skills, autonomy, sense of purpose, and social competence.

**Scope of Work:** Morgan Hill HUB after school program (2 days a week)

**Location(s):** The family engagement center. In addition, part of the program is to support students, and that might include visits to the sites. New Family Center.

**Rate:** A monthly fee of \$4,166.66 not to exceed \$25,000.

### 13. COMPENSATION AND EXPENSES

DISTRICT agrees to pay the VENDOR for services satisfactorily rendered pursuant to this Agreement at the rate set forth in Section 12 for a total fee not to exceed **\$25,000.00**. District shall pay VENDOR according to the following terms and conditions:

- 13.1. Payment shall be made for all undisputed amounts in installment payments within thirty (30) days after the VENDOR submits an invoice to the DISTRICT. VENDOR will only be paid after the MHUSD Board of Education has approved/ratified this Agreement.
- 13.2. VENDOR invoices will be subject to verification that services have been rendered and subject to written approval by the Deputy Superintendent or designee.
- 13.3. DISTRICT shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR in performing services for DISTRICT including but not limited to travel, professional development related expenses, duplication, etc.
- 13.4. VENDOR shall not increase prices during the term of this Agreement.
- 13.5. All invoices must be submitted within 30 days of rendering services. **DISTRICT reserves the right to reject invoices submitted for payment more than 30 days after services are performed.**

### 14. OWNERSHIP OF WORK PRODUCT

VENDOR agrees all work prepared or produced during the course of this Agreement and arising from the services rendered (see Paragraph 12) shall be owned by and assigned to DISTRICT as its sole and exclusive property.

**15. AUDIT**

VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. VENDOR shall permit the DISTRICT, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the services covered by this Agreement. Audit(s) may be performed at any time, provided that the DISTRICT shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR’S normal business hours, unless VENDOR otherwise consents.

**16. CERTIFICATES / PERMITS / LICENSES**

VENDOR and all VENDOR’S employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

**17. CONFIDENTIALITY**

VENDOR and all VENDOR’S agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

**18. NOTICE**

Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District	Vendor
Morgan Hill Unified School District ATTN: Deputy Superintendent 15600 Concord Circle Morgan Hill, CA 95037	Living Above The Influence ATTN: Dori Prado PO Box 190 Morgan Hill Ca 95038 Morgan Hill, CA 95038

**19. ATTORNEY FEES / COSTS**

Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.

**20. COMPLETION**

The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT’S general right of inspection and supervision, in a manner consistent with VENDOR’S status as an independent contractor, to secure the satisfactory completion thereof. Work must be completed in good workmanship like manner and in accordance with the generally accepted standard of care in the industry.

**21. SEVERABILITY**

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby, except where enforcement is inconsistent with the parties' intent.

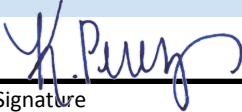

**22. RELEASE, DISCHARGE OR WAIVER**

No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either party hereto unless in writing and executed by both parties hereto. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that either party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions.

**23. EXECUTION IN COUNTERPARTS**

This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same agreement.

**Any party signing this Agreement on behalf of the VENDOR hereby represents that he/she is duly authorized by the VENDOR to execute this Agreement and that the VENDOR has agreed to be bound by the provisions hereof.**

District	Vendor
	
Signature	Signature
Kirsten Perez	Dori Prado
Name	Name
Deputy Superintendent and CFO	Executive Program Director
Title	Title
1/20/23	1/17/2023
Date	Date

For MHUSD Only		
	\$25,000.00	NA
Contract Reviewed	Contract Amount	Date to BOE



# MORGAN HILL UNIFIED SCHOOL DISTRICT

## W9 FORM

Form <b>W-9</b> (Rev. December 2014) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	<b>Give Form to the requester. Do not send to the IRS.</b>	
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Dori Ann Prado</b>			
2 Business name/disregarded entity name, if different from above <b>Living Above The Influence</b>			
Print or type See Specific Instructions on page 2	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) <b>PO Box 190</b>		Requestor's name and address (optional) <b>Morgan Hill Unified School District 15600 Concord Circle Morgan Hill, CA 95037</b>
	6 City, state, and ZIP code <b>Morgan Hill, CA 95038</b>		
	7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
5	6	1	-	1	1	-	0	8	6	8
OR										
Employer identification number										

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** Signature of U.S. person ▶ *Dori Ann Prado, CEO* Date ▶ 11/30/2022

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.





# MORGAN HILL UNIFIED SCHOOL DISTRICT

## FINGERPRINTING / CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

Questionnaire Response: Fingerprinting and criminal background investigation requirements have been completed for any and all persons having any sort of in person contact with MHUSD students and or staff.

The fingerprinting and criminal background investigation requirements of Education Code § 45125.1 apply to VENDOR’S services under this Agreement and VENDOR certifies its compliance with these provisions as follows: VENDOR certifies that the VENDOR has complied with the fingerprinting and criminal background investigation requirements of Education Code § 45125.1 with respect to all VENDOR’S employees, subcontractors, agents, and subcontractors’ employees or agents regardless of whether those employees are paid or unpaid, concurrently employed by the DISTRICT, or acting as independent contractors of the VENDOR, who may have contact with DISTRICT pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code § 45122.1. A complete and accurate list of all employees who may come in contact with DISTRICT pupils during the course and scope of the Agreement is attached hereto, or shall be provided to the DISTRICT prior to any employee having any contact with DISTRICT pupils, and an updated list of all employees who may come in contact with DISTRICT pupils during the course and scope of the agreement shall be provided to the DISTRICT within ten (10) days of DISTRICT's request.

I am a representative of the VENDOR entering into this Agreement with the DISTRICT and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the VENDOR.

### Vendor Sign Here

*Dori Ann Prado, CEO*  
\_\_\_\_\_  
Signature

Executive Program Director  
\_\_\_\_\_  
Title

Dori Prado  
\_\_\_\_\_  
Name

1/17/2023  
\_\_\_\_\_  
Date



# MORGAN HILL UNIFIED SCHOOL DISTRICT

## TUBERCULOSIS CLEARANCE

The undersigned does hereby certify to the governing board of the DISTRICT as follows:

I am a representative of the VENDOR currently entering into this Agreement with the DISTRICT and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the VENDOR. VENDOR’S responsibility for tuberculosis clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with DISTRICT pupils regardless of whether they are designated as employees or acting as independent contractors of the VENDOR.

VENDOR certifies that the following items applies to the Scope of Work that is the subject of this Agreement:

Questionnaire Response: Any and all of vendor's staff who will have contact with MHUSD students or employees will have TB clearance.

The VENDOR ensures that any person providing any portion of the services has completed the Tuberculosis Risk Assessment Questionnaire (in accordance with California Education Code Section 49406 and Health and Safety Code Sections 121525-121555) and found that VENDOR does not have risk factors, or if tuberculosis risk factors were identified, the patient has been examined and determined to be free of infectious tuberculosis, by a physician or surgeon, within 60 days of Board approval of the Agreement, or if previous contractor to the DISTRICT, within the last four (4) years. If there is however a positive result, chest x-ray verification is required. Upon the DISTRICT’S request, a complete and accurate list of VENDOR’S employees and of all of its subcontractors’ employees, who may come in contact with DISTRICT pupils during the course and scope of the Agreement, will be required to furnished – indicating the date of each person’s completion of the questionnaire and if necessary physical examination.

### Vendor Sign Here

*Dori Ann Prado, CEO*

Signature

Executive Program Director

Title

Dori Prado

Name

1/17/2023

Date



# MORGAN HILL UNIFIED SCHOOL DISTRICT

## WORKERS' COMPENSATION CERTIFICATION

California law requires all employers to carry workers' compensation insurance, even if they have only one employee. If you are the sole owner and you have no employees, or if your business is an out of state corporation with no employees working in California, you may not be required to carry workers' compensation insurance. It is your responsibility to comply with the law. If you do not know whether you are required to carry workers' compensation insurance, find out by contacting the California Department of Industrial Relations ("DIR"). Information is also available on the DIR's website at <http://dir.ca.gov>.

Labor Code § 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in the following way:

Questionnaire Response: Vendor is sole owner and sole employee or Vendor's company resides outside of the state of California.

I understand that California Labor Code § 3700 et seq requires employers to provide workers' compensation insurance coverage for any employees of my business. I hereby warrant that this business is exempt from the California Labor Code provisions regarding workers' compensation insurance because it has no employees working in California or is a sole-owner with no employees.

I am aware of the provisions of Labor Code § 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Scope of Work of this Agreement.

### Vendor Sign Here

*Dori Ann Prado, CEO*

Signature

Executive Program Director

Title

Dori Prado

Name

1/17/2023

Date



# MORGAN HILL UNIFIED SCHOOL DISTRICT

## ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA’S ACTIONS IN UKRAINE

On February 21, 2022, President Biden issued Executive Order 14065\* imposing economic sanctions and prohibiting many activities including, but not limited to, investing, importing, exporting, and contracting, in areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Order N-6-22\*\* requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order.

If awarded a contract with the District, your Firm must comply with the economic sanctions imposed in response to Russia’s actions in Ukraine, including the orders and sanctions identified in the U.S. Department of the Treasury website.\*\*\*

As part of this procurement, please respond to the the following:

Is your Firm in compliance with the required economic sanctions of the Federal and State Orders? **Yes**

If yes, please list the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine:

NA

[MUST BE COMPLETED BY CONSULTANT’S AUTHORIZED REPRESENTATIVE.] I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

### Vendor Sign Here

*Dori AnnPrado, CEO*  
Signature

Executive Program Director  
Title

Dori Prado  
Name

1/17/2023  
Date

\*<https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>  
\*\*<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>  
\*\*\*<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>

*Dori Ann Prado, CEO*

## MORGAN HILL UNIFIED SCHOOL DISTRICT

### STUDENT DATA CONFIDENTIALITY AGREEMENT

I will be collecting personal information on MHUSD students. I acknowledge my responsibility to respect the confidentiality of student records and to act in a professional manner in the handling of student data. I will ensure that confidential data, including personally identifiable information (PII) is not created, collected, stored, maintained, or disseminated in violation of state and federal laws.

Furthermore, I agree to the following guidelines regarding the appropriate use of student data collected by myself or made available to me from other school or district employees:

- I will comply with school district confidentiality policies, as well as state and federal confidentiality laws including Family Educational Rights and Privacy Act (FERPA): <http://www.ed.gov/offices/OM/fpco/ferpa/>, and the Children's Online Privacy Protection Act (COPPA): <https://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/childrens-online-privacy-protection-rule>
- Student data will only be accessed for students for whom I have a legitimate professional need and will be used for the sole purpose of improving student achievement or ensuring student and school safety.
- I understand that student specific data is never to be transmitted via email or as an email attachment unless the file is encrypted, password protected or PII has been redacted.
- I will securely log in and out of the programs that store student specific data. I will not share my password nor keep password information in an accessible location. Any documents I create containing student specific data will be stored securely within the district network or within a password-protected environment. I will not store student specific data on any personal computer and/or external devices that are not password protected. (External devices include but are not limited to USB/thumb drives, external hard drives, cell phones and tablets.)
- I will not record any digital or online virtual learning or assessment sessions that would become part of a student's record.
- Regardless of its format, I will treat all information with respect for student privacy. I will not leave student data in any form accessible or unattended, including information on a computer display or hard copy documents.
- Any digital or hard copy records containing PII will be returned to the district office or school site when employment or job assignment has been completed or terminated.

By signing below, I acknowledge, understand and agree to accept all terms and conditions of the Morgan Hill Unified School District's Student Data Confidentiality Agreement.

**Vendor Sign Here**

*Dori Ann Prado, CEO*  
Signature

Executive Program Director  
Title

Dori Prado  
Name

1/17/2023  
Date



## MORGAN HILL UNIFIED SCHOOL DISTRICT

### PUPIL RECORDS ADDENDUM TO TECHNOLOGY SERVICES AGREEMENT FOR CALIFORNIA EDUCATION CODE 49073.1 COMPLIANCE

Questionnaire Response: [I will be receiving personal information on MHUSD students from MHUSD.](#)

This Addendum is entered into between Morgan Hill Unified School District ("District") and [Living Above The Influence](#) ("Service Provider") on [1/04/2023](#).

**WHEREAS**, the District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB1584"), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Student Online Personal Information Protection Act ("SOPIPA");

**WHEREAS**, AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party service provider must include certain terms; and

**WHEREAS**, the District and the Service Provider desire to have the Technology Services Agreement and the services provided comply with AB 1584.

**NOW, THEREFORE**, the parties agree as follows:

1. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference.
2. The term of this Addendum shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.
3. Pupil records obtained by Service Provider from District continue to be the property of and under the control of the District. The District (or the applicable school) maintains control of all data, and has the ability to login to the platform and make any required modifications.
4. The procedures by which pupils may retain possession and control of their own pupil-generated content are outlined as follows:  
[Secured](#)
5. The options by which a pupil may transfer pupil-generated content to a personal account include:  
[Secure](#)

- 6. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil’s records and correct erroneous information by the following protocol:  
[Request and approval.](#)
- 7. Service Provider shall take actions to ensure the security and confidentiality of pupil records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records, by the following measures:  
[Training on secure documented safety.](#)
- 8. In the event of an unauthorized disclosure of a pupil’s records, Service Provider shall report to an affected parent, legal guardian, eligible pupil, and District pursuant to the following procedure:  
[Within 24 hrs, phone call, and/or written if necessary.](#)
- 9. Service Provider shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the Technology Services Agreement. Service Provider will provide access to pupil records only to its employees and subcontractors who need to access the data to fulfill Service Provider’s obligations under the Contract or this Addendum.
- 10. Service Provider certifies that a pupil’s records shall not be retained or available to the Service Provider upon completion of the terms of the Technology Services Agreement, except for a case where a pupil chooses to establish or maintain an account with Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account. Such certification will be enforced through the following procedures:  
[Secured housing of documents.](#)

In furtherance of the foregoing, upon termination or expiration of the Service Agreement and this Addendum, Service Provider will, as applicable, securely return or destroy pupil records as reasonable directed by the District. In the event that the District requests destruction of any pupil records, Service Provider agrees to securely destroy all pupil records in its possession and in the possession of any subcontractors or agents to which the Service Provider might have transferred pupil records. Upon request by the District, Service Provider agrees to provide documentation of data destruction to the District.

- 11. Service Provider will not use pupil records for advertising or marketing purposes unless such use is specifically authorized by the Service Agreement or otherwise authorized in writing by the District.

IN WITNESS WHEREOF, parties execute this Agreement on the dates set forth below.

<b>District</b>	<b>Vendor</b>
 <hr style="border: 1px solid black;"/>	 <hr style="border: 1px solid black;"/>
Signature	Signature

Kirsten Perez

Name

Deputy Superintendent and CFO

Title

1/20/23

Date

Dori Prado

Name

Executive Program Director

Title

1/17/2023

Date

District	Vendor
Morgan Hill Unified School District ATTN: Deputy Superintendent 15600 Concord Circle Morgan Hill, CA 95037	Living Above The Influence ATTN: Dori Prado PO Box 190 Morgan Hill Ca 95038 Morgan Hill, CA 95038