

Michelle King Superintendent of Schools Vivian Ekchian ESC Northwest Superintendent Yoshim Yang Principal

September 19, 2016

Leonard J. Shaffer, President Tarzana Neighborhood Council P.O. Box 571016 Tarzana, CA 91357

Dear Mr. Shaffer,

Vanalden Avenue Elementary is a Title I, California Distinguished School located in the city of Tarzana. Currently, Vanalden has an enrollment of 442 students, grades ranging from Expanded Kindergarten to Fifth Grade. 80% of our students are Title I students; low income family status. Majority of the students come from families in which both parents work long hours and return home late which leaves no time for the children to have physical activities outdoors. Therefore, the students receive most of their physical activities at Vanalden.

I would like my students to have a structured physical education program from the well trained YMCA coaches. According to the U.S. Surgeon General, regular physical activity is one of the most important ways to maintain and improve one's physical health, mental health, and overall well-being. A student who participates in physical education is more likely to become a healthy adult who is motivated to remain healthy and physically active throughout his or her life. And with high quality physical education instruction, students become confident, independent, self-controlled, and resilient; develop positive social skills; set and strive for personal, achievable goals; learn to assume leadership; cooperate with others; accept responsibility for their own behavior, and ultimately, improve their academic performance.

Due to the District's budget cuts I am unable to purchase a full time Physical Education coach at the cost of \$100,000. The YMCA play program partnering with the Vanalden teachers, the students would receive a high quality physical education. I would appreciate any support that you can give to providing a program that is would be integral part of their life.

If you have any questions or concerns, please contact me anytime.

(818) 342-5131 (School) (818) 970-7388 (Cell-phone)

Sincerely,

Yoshim Yang

Principal

## Neighborhood Council Funding Program APPLICATION for Neighborhood Purposes Grant (NPG)



This form is to be completed by the applicant seeking the Neighborhood Purposes Grant and submitted to the Neighborhood Council from whom the grant is being sought. All applications for grants must be reviewed and approved in a public meeting. The Neighborhood Council (NC), upon approval of the application, shall submit the approved application along with all required documentation to the Department of Neighborhood Empowerment.

•	application disks		MALDE	AL AMEN	LIE EI	_EMENTA	RY	
	Name of NC from which you are seeking this grant:	VA	NALDE	VAVEN	OL L			
SECT	TION I- APPLICANT INFORMATION							
	Vanalden Avenue Elementary	95-600 <b>Feder</b>	1908 ral I.D. # (E		ifornia ate of Ir	ncorporation	Date State	of 501(c)(3) us (if applicable)
iaj	Organization Name	Resed	la			CA	91335	
1b)	19019 Delano Street	City			-	State	Z	ip Code
110)	Organization Mailing Address							
1c)	Business Address (If different)	City				State	2	ip Code
1ď	PRIMARY CONTACT INFORMATION:	818-342-5131			yxy5775@lausd.net			
	Yoshim Yang, Principal  Name	Phone				Email		
2)	Commitation Please select one:	or ead	501(d	(3) Non-F h IRS Det	Profit termina	(other than relig	ious instit	utions)
3	Name / Address of Affiliated Organization			City		Stat	e	Zip Code
	(If applicable)							

## SECTION II - PROJECT DESCRIPTION

Please describe the purpose and intent of the grant.

Physical education significally contributes to students' well being; therefore it is an instructional priority for all California schools and an integral part of our students' educational experience. High quality physical education instruction contributes to good health, develops fundamental and advanced motor skills, improves students' self-confidence, and provides opportunitites for increased levels of physical fitness that are associated

YMCA Physical Education program coaches who will be teaming up with the teachers will provided the high quality PE program for our Vanalden students. Over the years, I have tried to find funds to have the YMCA PE program to Vanalden. Unfortunately, due to district's budget cuts we were unable to bring YMCA PE program to Vanalden Elementary. Therefore, I am reaching out to the Neighborhood Council for support in this matter.

5) How will this grant be used to primarily support or serve a public purpose and benefit the public at-large. (Grants cannot be used as rewards or prizes for individuals)

Research has established that regulary physical activity combined with good nutrition, contributes to heath outcomes such as preventing obesity and reducing chronic health conditions such as diabetes, coronary heart disease, and hypertension. Physical Activity has also been linked to improved educational outcomes such as attentiveness, concentration, and academic performance.

Vanalden students will have the opportunity to build the essential skills and knolwedge on physical education to be active for life. They will also decrease sedentary time such as watching television, using the computer, talking on the phone, within their family.

	N III - PROJECT BUDGET C			Requested of NC		Total Projected Cost
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				Requested of No		Total Projected Cost
No	n-Personnel Related Expe	nses			1,997	\$11,97
Anı	nual YMCA Play Program Service					
	£ Alais	list names of NCs.	or purpose describ	oed in box 4 abo		
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fa	ectors or sources or fullding	ig: (moraamig		Amount		Total Projected Cost
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-						\$11,997
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ECT	follow-up form to the Net ION IV - POTENTIAL CONI Do you (applicant) have a factor of No Yes Name of NC Board Membe	eighborhood Cound FLICTS OF INTERE former or existing r Please describe b	il and the Departm ST elationship with a elow:	Board Member o	of the	NC?
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<sup>\*</sup> If a current Board Member holds the position of Executive Director or Secretary, please contact the Department at (213) 978-1551 for instructions on completing this form

## YMCA of Metropolitan Los Angeles West Valley Family YMCA Branch Los Angeles Unified School District

## PLAY PROGRAM SERVICE CONTRACT AGREEMENT 2016-2017

This is a PLAY program service contract agreement between: the YMCA of Metropolitan Los Angeles, West Valley Family YMCA Branch, 18810 Vanowen St, Reseda, CA 91335 and Los Angeles Unified School District, Los Angeles, CA 90017.

Herein the "Service Provider" is the YMCA of Metropolitan Los Angeles, West Valley Family YMCA Branch and the "Client" is Los Angeles Unified School District. The Client hereby engages the services of the Service Provider and in consideration of the mutual promises herein contained, the parties agree as follows:

- 1. This agreement is effective December 2, 2016 and expires June 9, 2017, unless terminated earlier under the following paragraphs.
- 2. Los Angeles Unified School District, ("Client,") agrees to compensate the YMCA of Metropolitan Los Angeles, West Valley Family YMCA Branch, ("Service Provider,") on the following basis for the program services specified: PLAY classes for grades K-5 (the "Services") at Vanalden Ave. Elementary School.
- 3. The total annual fee for services is \$11,997 based on instructional schedule agreed to by Client. The Client is billed monthly based on total hours of instruction. \*Fees are based on services provided to Client as follows: total number of instructional hours (or portions thereof) at a rate of \$31 per hour, per coach at a total of 6 hours per week. (Hours are charged accordingly: 1-30 minutes at a rate of ½ hour; 31-60 minutes at a rate of 1 hour which includes a 5-10 minute transition time for classes.) Please see attached billing schedule for the 2016-2017 school year.
- 4. \*The Client has instructed the Service Provider to bill **Vanalden Ave. Elementary School PTA** monthly according to the attached billing schedule, up to the total annual fee for services herein prescribed.
- 5. The Service Provider <u>will conduct</u> regularly scheduled PLAY classes <u>indoors</u> in inclement weather. The Service Provider does not reschedule classes cancelled by the Client due to inclement weather. The Client is billed for those regularly scheduled classes that occur in inclement weather.
- 6. The Service Provider <u>will not conduct</u> PLAY classes on the following days: school "pupil-free" days, school holidays, school testing days and "early release" days when instructional time is scheduled after general school

dismissal. The Service Provider does not reschedule those missed days. The Service Provider will not bill the Client for those missed days.

- 7. Fees are due and payable not later than 45 days from the date of Client's receipt of an invoice from the Service Provider. Should the payment be received after 45 days from Client's receipt of the invoice, the Client will be charged 1% of the monthly fee each 30 days thereafter the payment is not received. Should the Client require additional services not included in this agreement, any such services shall be negotiated and paid for separately. (See attachment for billing payment schedule.)
- 8. The Service Provider staff does not conduct the Client's 5<sup>th</sup> grade California State Fitness testing.
- 9. It is agreed that the relationship of the Service Provider to Client is that of an independent contractor and there is no agency relationship with the Client, and the Service Provider is not an employee of Client and therefore not eligible for unemployment insurance, disability insurance, workers' compensation, employee benefits, personnel policy.
- 10. The Client agrees to provide the Service Provider with a certificate of insurance, listing the YMCA of Metropolitan Los Angeles, West Valley Family YMCA Branch as additionally insured. The Client must carry a minimum of \$1,000,000 general liability coverage and a minimum of \$500,000 workers' compensation coverage.
- 11. The Service Provider, Client and all participants shall comply with the Service\_Provider's work codes, policies, and practices during the scheduled program times (safety, language, dress, ethics, etc.).
- 12. The Service Provider and Client reserve the right to terminate this agreement by notifying the other party in writing of their intent to terminate with no less than 30 days notice.
- 13. With regard to the services performed by the Service Provider pursuant to the terms of this agreement, the Service Provider shall not be liable to the Client or to anyone who may claim any right due to his relationship with the Client, for any acts or omissions in the performance of said services on the part of the Service Provider or on the part of the agents or employees of the Service Provider except when said acts or omissions of the Service Provider are due to its gross negligence.

- 14. The Client shall defend, indemnify and hold the Service Provider harmless from any obligation, costs, claims, judgments, attorney fees and attachments arising from or growing out of the services rendered to the Client or in any way connected with the rendering of said services except when the same shall arise due to the gross negligence of the Service Provider and the Service Provider is adjudged to be guilty of gross negligence by a court of competent jurisdiction.
- 15. In any lawsuit, reference, or arbitration arising out of or relating to this agreement, the prevailing party will be entitled to recover from the non-prevailing party reasonable attorneys' fees and expenses.
- 16. This agreement shall be governed by and construed in accordance with the laws of the State of California, and shall inure to the benefit of, and be enforceable by, and be binding upon, the respective successors and assigns of the parties hereto.
- 17. This agreement is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, oral or written, between the parties with respect thereto. Nothing in this agreement, express or implied, shall give to any person or entity, other than the parties hereto, any benefit or any legal or equitable right, remedy or claim under this agreement. This agreement may be executed and delivered (by facsimile or otherwise) in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement. This agreement may not be modified, amended or supplemented, except in a writing signed by each of the Client and the Service Provider.
- 18. All notices hereunder shall be deemed given if in writing and delivered, if sent by telecopy, e-mail, courier or by registered or certified mail (return receipt requested) to the following addresses and telecopier numbers (or at other addresses or telecopier numbers as shall be specified by like notice):
  - (a) If to the Service Provider:

YMCA of Metropolitan Los Angeles West Valley Family YMCA Branch 18810 Vanowen St, Reseda,CA 91335

Attn: Fidel Ilustre

Email: fidelilustre@ymcala.org