



Date: June 17, 2008

To: Dr. J. Brian Sarvis, Superintendent

From: Robin Sawaske, Assistant Superintendent *RS*
Theresa Weissglass, Healthy Start & ASES/A-OK Director

Subject: Approval of Grant Contract from United Way of Santa Barbara County for \$81,794 to Fund Healthy Start Pre-Kindergarten Summer Institute Classes, Home Play Learning Kits and Parent Education for the 2008 – 2009 school year.

Consent Agenda: X

Background

For several years, with grant awards from United Way of Santa Barbara County, the Santa Barbara School Districts' Healthy Start program has provided pre-kindergarten summer classes, home play learning kit program and parent education. The program has increased children's school readiness and parent involvement in their children's learning. United Way funding serves as a match to the First 5 Santa Barbara County Early Childhood Healthy Start grant. The funded activities provide structured early learning opportunities and materials focused on literacy, classroom behavior and parent education about child development and how to support learning.

Results

For 2008-09, United Way of Santa Barbara County awarded a grant of \$81,794 to Santa Barbara School Districts Healthy Start program to provide 8 summer pre-kindergarten classes for approximately 120 referred children, parent education sessions, and to create 2,100 home play learning kits for distribution in the 2008-2009 school year.

Fiscal Impact

No fiscal impact to the general fund.

Funding Source

Grant from United Way of Santa Barbara County.

Recommendation

That the Board of Education approve the grant contract from United Way of Santa Barbara County for \$81,794 to fund Healthy Start pre-kindergarten summer institute classes, home play learning kits and parent education for the 2008-2009 school year.

Attachment(s)?	X	Yes (please attach)		No		PowerPoint		Overhead		Consultant
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Adams Elementary School Cesar Chavez Charter School Cleveland Elementary School Franklin Elementary School	Harding Elementary School McKinley Elementary School Monroe Elementary School Open Alternative School	Peabody Charter School Roosevelt Elementary School Santa Barbara Charter School Santa Barbara Community Academy Washington Elementary School	Goleta Valley Junior High School La Colina Junior High School La Cumbre Junior High School Santa Barbara Junior High School	Dos Pueblos High School La Cuesta Continuation High School San Marcos High School Santa Barbara High School
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Community Partnership Grant Fund
One-Year Grant
Funding Contract for 2008-2009

This contract is made between United Way of Santa Barbara County hereinafter called "UWSBC" and Santa Barbara School District hereinafter called "ORGANIZATION" for the use of UWSBC funds.

The term of this contract shall be from 7/01/2008 to and including 6/30/2009 unless sooner terminated. Either UWSBC or ORGANIZATION has the right to terminate this contract at any time with or without cause by giving thirty (30) days prior written notice of intent to terminate. UWSBC has the right to reduce the grant payments or grant balance remaining at any time, with or without cause, by giving ORGANIZATION thirty (30) days prior written notice of intent to do the same.

The sole purpose of this agreement is to provide funding by UWSBC of programs which UWSBC and ORGANIZATION believe ORGANIZATION can provide to address community needs as determined by UWSBC's Board of Directors within the geographic area served by UWSBC. Such programs will not be performed for the benefit of UWSBC. UWSBC's only role is to assist in funding such programs.

UWSBC funding assistance in any category or program does not guarantee nor imply continued funding at any given level at any future time. Because of the variety of different United Way funding mechanisms and individual organizational situations, ORGANIZATION is encouraged to contact United Way staff with any questions or concerns regarding any part of this contract.

EXPECTATIONS/CO-MARKETING REQUIREMENTS OF FUNDED ORGANIZATIONS

UWSBC has two primary expectations of funded organizations: effective promotion efforts and satisfactory delivery of contracted services.

I. PROMOTION EFFORTS

- A) ORGANIZATION agrees to support, assist, and participate actively in the annual UWSBC campaign, in all appropriate ways, providing leadership and volunteer workers from its Boards, Committees, Volunteers, and Staff.
- B) Funded agencies are expected to demonstrate the same consideration and behavior to UWSBC as shown to the ORGANIZATION'S largest annual donors.
- C) Funded ORGANIZATION agrees to provide UWSBC with three client stories that are representative of the people who receive services from programs receiving UWSBC funding. These stories should be 250-500 words in length. Please see attached sheet on how to craft an effective story. For purposes of client confidentiality, specific names and identifying details may be withheld. These stories must be submitted within 180 days of the start date of the grant term. Client stories representing the ***Power of Partnership***[™] (coordinated efforts to improve lives) are most appreciated.

D) ORGANIZATION agrees to engage in effective promotion programs including 5 or more of the following elements. ORGANIZATION will indicate below which promotion efforts it will engage in as part of this contract by checking the box to the left of the activities.

- 1) A public relations program in which the objectives, services, and accomplishments of the ORGANIZATION and UWSBC support of such services are adequately publicized.
- 2) Cooperate with and assist UWSBC in its public information programs; and to identify itself as a "UWSBC FUNDED SERVICE" or "UNITED WAY HELPS HERE" printed materials, news releases etc.
- 3) ORGANIZATION agrees to include in their printed and audio visual materials (e.g. letterheads, program brochures and PSA's, etc.) indication (through UWSBC logo and/or name mention) that it is a recipient or funded service of UWSBC.
- 4) Display the UWSBC logo and name at those physical facilities housing programs receiving UWSBC support.
- 5) ORGANIZATION agrees to write letters of support of local UWSBC funding to local elected officials on an annual basis (e.g. City Council members, members of the Board of Supervisors, etc.).
- 6) Letters to the Editors of local newspapers from Board members and staff in support of UWSBC.
- 7) ORGANIZATION agrees to include a thank you for local UWSBC funding in any ads or community thank you efforts they may undertake.
- 8) Acknowledgment of UWSBC funding in newsletters and informational pieces.
- 9) Acknowledgment of UWSBC funding in Annual Reports produced by ORGANIZATION.
- 10) Mention of UWSBC support at organization's recognition events and Board meetings held by ORGANIZATION.
- 11) Inclusion of UWSBC support in ORGANIZATION fund raising materials and UWSBC visibility at fund raising events by displaying banners, posters, etc. on loan from UWSBC.
- 12) One or more 4" X 5" or larger black and white or color photograph or slide, with a signed release, of a client or representative model receiving services.
- 13) Inclusion of UWSBC website as a reciprocal link to ORGANIZATION's website.

14) Other: _____

E) ORGANIZATION agrees not to participate in any type of membership with any other fundraising federation.

II. DELIVERY AND DOCUMENTATION OF CONTRACTED SERVICES

ORGANIZATION agrees to provide the services as proposed in the grant application. Programs and/or services receiving funding and the amount per program/service are included in the enclosed Reimbursement Request Form. Programs/services not mentioned in the Reimbursement Request Form are not considered as part of this contract and will not receive funding under this contract.

If at any time the ORGANIZATION will not be able to, or has doubts of its ability to, deliver services as proposed in the grant application, it is the ORGANIZATION's responsibility to contact UWSBC to discuss the remainder of the contract. UWSBC is not obligated to pay the balance of the grant if a significant portion of proposed services are not being or do not seem possible to be delivered. UWSBC would like to have a "no surprises" practice as a result of this clause.

For example, at the 6 month milestone of a 12 month grant, if the outcomes and/or service delivery are less than 50% of target, the ORGANIZATION would suspend future grant expenses until able to meet with UWSBC staff after written communication to UWSBC staff.

Documentation of promotional efforts and the delivery of contracted services will be included in the End of Grant Term report to UWSBC.

Documentation for promotion efforts will consist of photo copies or samples of ads, letters, or articles; annual reports, newsletters; photographs of signs, events; Board minutes, etc.

Documentation of contracted services states the number of unduplicated participants per program funded, and demographic statistics (age, gender, ethnicity, and zip code) of program participants. On outcome based funding mechanisms, specific information regarding selected customers, indicators, benchmarks, and changed behaviors of the individuals involved will be reported.

GENERAL GUIDELINES

- A) For annual grants of \$5,000 or more, no ORGANIZATION shall be paid more than 25% of its annual grant in any three month period, except in special circumstances, submitted in writing to UWSBC and approved in advance by UWSBC.
- B) Any remaining grant balances not claimed within 30 days of the June 30 fiscal year close or within 30 days of the end of the grant period, revert to UWSBC.
- C) UWSBC shall incur no liability and will be held harmless by ORGANIZATION, its clients, volunteers, officers, agents, employees, suppliers, vendors, or contractors for any failure to make or for any delays or reductions in making any such grant payments as provided for in this contract.
- D) ORGANIZATION agrees to utilize UWSBC funds for delivery of service to clients in UWSBC geographic service area and to return to UWSBC any funds not used for purposes for which they were allocated.

- E) This written contract supersedes and takes precedence over any verbal conversations or communications with UWSBC staff or Volunteer Review members.

ORGANIZATION RESPONSIBILITIES

UWSBC and ORGANIZATION agree to maintain channels of communication and to consider and negotiate settlement of common problems. ORGANIZATIONS having a concern or difficulty regarding their grant, programs or UWSBC relations are invited to contact UWSBC staff to resolve the individual concerns. Should the relationship between ORGANIZATION and UWSBC prove detrimental to either party and positive resolution is not possible, then it is in that party's interest to terminate or change the relationship.

- A) ORGANIZATION agrees to keep accurate and complete records of financial and program information in accordance with generally accepted accounting principles. ORGANIZATION shall permit agents of UWSBC to examine and inspect records, invoices, payroll records, and other financial data, at a reasonable time and place.
- B) ORGANIZATION agrees to submit to UWSBC a year-end financial report of its total income, expense and capital acquisition program within sixty (60) days following ORGANIZATION'S fiscal year end.
- C) Grants will be paid in month-end payments on a service-reimbursement basis, unless a special payment request has been submitted in writing and approved in advance by UWSBC. A request for funds shall be submitted to UWSBC for each payment on the form specified or supplied by UWSBC. It is the ORGANIZATION'S responsibility to insure that requests are submitted to and have actually been received by UWSBC. If a particular monthly check has not been received by ORGANIZATION in accordance with the contract, then ORGANIZATION should contact UWSBC Director for Financial Services. Ten percent (10%) of the grant amount will be withheld at the beginning of the grant term and paid to ORGANIZATION only after receipt of all contract compliance has been met within specified time frame. "End of Grant Term" reports and required samples of promotional efforts are due to UWSBC within 30 days of the end of the grant term.
- D) ORGANIZATION understands UWSBC may undertake a quality control survey, including certification of client statistics, of the recipients of ORGANIZATION'S services.
- E) ORGANIZATION further agrees, if their total annual UWSBC grant amount exceeds Twenty Five Thousand Dollars (\$25,000), to have an independent Certified Public Accountant or Public Accountant perform an annual certified opinion audit of ORGANIZATION'S financial operations, and to furnish UWSBC with copies of the same within one hundred twenty (120) days following ORGANIZATION'S fiscal year end. For grant amounts that total \$10,000 to \$25,000 per year, ORGANIZATION agrees to furnish either annual compilation report or qualified opinion audit by outside organization. For grant amounts of less than \$10,000, ORGANIZATION agrees to furnish a year end expense and revenue report prepared by internal or external personnel.
- F) ORGANIZATION shall not discriminate according to current State and Federal laws. United Way of Santa Barbara County agrees with and must comply with State and Federal laws. United Way of Santa Barbara County supports organizations that do not discriminate in their employment practices, volunteer opportunities, or delivery of programs and services on the basis of current California law (Government Code

Section 12950a), which includes gender, sexual orientation, race, color, religious creed, marital status, denial of family/medical leave or pregnancy disability leave, ancestry, national origin, medical condition, age, veteran status, or any other characteristic protected by law.

The Internal Revenue Service requires us to honor all restricted/designated gifts; therefore, this nondiscrimination policy does not apply to donor advised funds or donor designated funds.

- G) ORGANIZATION agrees to conduct its affairs in such a manner so as to remain exempt from both Federal Income Tax under the provisions of Section 501 (c) 3 of the Internal Revenue Code and the State Franchise Tax under the provisions of Section 23701D of the Revenue and Tax Code.
- H) ORGANIZATION agrees to the following guidelines related to fund solicitation:
1. ORGANIZATION may without prior approval of UWSBC solicit members of the community, not at their place of business or employment, for memorial gifts, endowments, bequests, service memberships, fees, and may conduct minor (under 5% of the ORGANIZATION'S budget) client centered events such as candy sales and bake sales. As used herein "service memberships and fees" refers to considerations for the rendering of some social personal service not otherwise available, the amount thereof being determined by the value received. In no event shall the ORGANIZATION directly or indirectly solicit the contribution of money or personal property during the two periods commencing:
 - A) Six days prior to and six days following United Way's Day of Caring on Saturday, September 20, 2008. (September 14, 2008 - September 26, 2008)
 - B) Eight days prior to and eight days following United Way's Red Feather Ball on Saturday, October 11, 2008. (October 6, 2008 - October 17, 2008)
 2. Any letter requesting a consideration for an individual fund-raising activity must be submitted to the UWSBC at least ninety (90) days before the event takes place. Requests for exceptions will be considered on an individual basis.
- I) ORGANIZATION agrees to and does hereby indemnify and hold UWSBC harmless from any and all liability, damage or claims of any kind or nature, whatsoever, arising out of ORGANIZATION'S conduct of its business, including but not limited to, claims arising out of programs and/or activities funded in whole or in part with funds received from UWSBC. This duty of indemnity and to hold UWSBC harmless shall include the responsibility to carry Comprehensive Automobile and General Liability Insurance with personal and bodily injury, accidental death and property damage limits of not less than five hundred thousand (\$500,000) combined single limit for grant amounts of less than \$10,000 per year; for grant amounts of more than \$10,000 per year, the limits shall be for, at least, one million (\$1,000,000), with sufficiently broad contractual liability coverage to include liability of the ORGANIZATION under the indemnity and hold-harmless agreement stated herein.

ORGANIZATION'S execution of this contract shall be by Board Chair/President and CEO/Executive Director accompanied by a copy of the Board Resolution authorizing them to do so.

From UWSBC's Funding Mechanism: Community Partnership Grant Funds One-Year Grant

For program(s): Home Play Learning Kits and Pre-Kindergarten Institutes

For the period of 7/01/2007 to 6/30/2008, the total grant for ORGANIZATION is \$81,794.

Any funds not dispersed or required to maintain the services as funded by UWSBC in this fiscal year shall be returned to UWSBC by July 15th, following the end of this contract.

Org. Board Chair/President *Please Print*

Org. Board Chair/President *Signature*

Date

Org. CEO/Executive Director *Please Print*

Org. CEO/Executive Director *Signature*

Date

UNITED WAY OF SANTA BARBARA COUNTY

Karen Anne Platt

UWSBC Board Chair/President *Please Print*



UWSBC Board Chair/President *Signature*

6/12/08

Date

G. Paul Didier

UWSBC CEO/Executive Director *Please Print*



UWSBC CEO/Executive Director *Signature*

06/12/08

Date