



**GRANT AWARD BY
UNITED WAY BAY AREA
TO CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
(SparkPoint Center: Chabot College)**

This Grant Agreement, between United Way Bay Area (hereinafter referred to as "UWBA" or "Grantor"), a California not-for-profit corporation, with offices located at 550 Kearny Street, San Francisco, California 94108, and Chabot-Las Positas Community College District (hereinafter referred to as "Grantee") a nonprofit corporation, with its principal place of business located at 25555 Hesperian Boulevard, Hayward, CA 94545 is made effective as of July 1, 2020.

WITNESSETH:

WHEREAS, In furtherance of its charitable purposes to add value to the community by enabling the building of stronger communities as well as to facilitate cost-effective fundraising, Grantor hereby awards a Grant to Grantee in the amount of \$10,000 (the "Grant") and Grantee desires to accept such award for the purpose of operating and leading a SparkPoint Center (the "Grant Purposes").

NOW, THEREFORE, in consideration of the foregoing and mutual promises, covenants and agreement herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Purpose of Grant

The purpose for which this Grant is awarded is described above. The specific requirements to be fulfilled by Grantee are described in Attachment A (the "Project"). Attachment B details the reporting requirements. All Attachments specifically referenced in this Grant Agreement are incorporated into this Grant Agreement and made a part of the provisions of this Grant.

2. Term

A. The term of the Grant shall begin on July 1, 2020 and end on June 30, 2021 (the "Grant Expiration Date") unless terminated at an earlier date under the provisions of Section 7. Grantee shall complete the requirements in accordance with the provisions of Section 1 above in consultation with the Grant Manager or the appropriate authorized and designated Grantor representative that may be placed in charge of any aspect associated with this Grant.

B. The terms and conditions of this Grant Agreement shall survive the completion of all requirements to be provided under this Grant.

- C. Upon the termination of this Grant for any reason, any funds remaining which have been awarded to Grantee and not expended for Grant purposes shall be returned to Grantor within thirty (30) days.
- D. Any Grant funds, and any income earned on those funds, that are not spent or committed for the Grant Purposes by the Grant Expiration Date, must be returned to UWBA. If additional time is needed to execute the Grant according to the original terms, Grantee must notify Grant Manager in writing before the Grant Expiration Date and request an official extension.

3. Grant Amount and Disbursement

Subject to the terms of this Grant Agreement, Grantor shall pay Grantee for its fulfillment of the Project in one installment upon execution of this Grant Agreement by both parties.

4. Reports

Grantee shall provide periodic reports to Grantor in accordance with the provisions of Attachment B.

5. Amendments

The terms of this Grant Agreement may be amended upon the express written agreement of both Grantor and Grantee.

6. Publicity

Grantee shall provide copies of all publicity regarding this Grant to the Grant Manager. In its discretion at any time, Grantor may require advance approval of any or all future publicity.

7. Early Termination

Grantor may terminate this Grant by written notice to the Grantee if the Grantee fails to perform or defaults in any manner in the performance of this Grant in strict accordance with its terms or fails to cure any breach after receiving a "Show Cause Notice" identifying the failure, and providing the Grantee ten (10) days to cure the failure or nonperformance.

8. Indemnity and Hold Harmless

In accepting this Grant, Grantee will use a standard of care and skill ordinarily exercised under similar circumstances. Grantee shall save, indemnify, defend and hold Grantor harmless of and from any and all liability, loss, cost or reasonable expense arising from the Grantee's failure to meet the above standard of care.

9. Assignment

This Grant Agreement, the Grant, or the fulfillment of any Project requirements shall not be assigned to a third party by Grantee without the prior written consent of Grantor which consent shall be at the sole discretion of Grantor. This Grant Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors and assigns.

10. Confidentiality

Grantor and Grantee acknowledge and agree that if confidential information is so identified and disclosed by one party to the other, each party shall hold all such confidential information in the strictest confidence as a fiduciary and shall not voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such confidential information or any portion thereof without the express written consent of the other party. Grantor and Grantee shall each use their best efforts to protect the confidentiality of all such information consistent with the manner in which they protect their most confidential business information, but in no event less than commercially reasonable care. Except as otherwise provided in this Grant Agreement, each party hereby agrees not to publish or otherwise disclose confidential information to any third party without the furnishing party's prior written consent, and not to use confidential information for any reason other than for the performance of this Grant Agreement.

11. Audit

Upon reasonable notice and at all times hereafter, Grantor shall have the right to audit or to have audited and to copy the books and records of Grantee which in any way relate to this Grant. When requested by Grantor, Grantee shall provide Grantor's auditors with access to all property and records and the cooperation of Grantee and its personnel, if any, necessary to effectuate the audit or audits hereunder. Grantor's auditors shall have the right to copy any or all documentation relating to the performance under this Grant Agreement. Grantee shall retain all records for a period of not less than three (3) years after the termination of this Grant. Grantee shall include identical audit provisions in its agreements with subgrantees, if any, and, upon request of Grantor, shall secure equivalent rights and information from any or all subgrantees.

12. Force Majeure

In the event Grantee is prevented from continuing or completing the terms of this Grant because of an act of God or public enemy, strike, lockout, boycott, picketing, riots, insurrection, or any governmental order, rule or regulation, or any ordinance, then notwithstanding anything herein contained to the contrary, Grantee shall notify Grantor of its inability to perform under the terms of this Grant Agreement and shall, with the approval of the Grant Manager, attempt to secure alternative means for the completion of the Grant Purposes.

13. Conflict of Interest

Grantee certifies that Grantee is not involved in any activity that would constitute a conflict of interest, or suggest the appearance of a conflict of interest, with Grantor except as has been disclosed to the Grant Manager, and that any future situations that might involve or appear to involve a conflict of interest will be promptly disclosed by Grantee to the Grant Manager. Failure to disclose a conflict of interest may be grounds for immediate termination of this Grant under Section 7.

14. Notices

All notices given or required hereunder shall be deemed sufficient if sent United States first class mail, postage prepaid, to the addresses of the Grantee and Grantor

specified in this Grant unless either party hereto shall specify to the other party a different address for the giving of such notices.

15. Grant Manager

Grantor's Grant Managers for this Grant are Khammany Mathavongsy at kmathavongsy@uwba.org and Lileen Shannon at lshannon@uwba.org or the appropriate authorized and designated UWBA representative that may be placed in charge of any aspect associated with this Grant. The Grantee shall report directly to the Grant Manager and shall submit all reports to same. The Grant Manager is the Grantor's principal responsible for working with the Grantee in completing the terms of this Grant and overall monitoring of this Grant.

16. Intellectual Property

Any intellectual property created under this Grant Agreement shall be the sole property of UWBA.

17. Governing Law

This Grant Agreement shall be governed by and construed in accordance with the laws of State of California.

18. Insurance

Grantee will add UWBA as an additional insured under the Grantee's general liability insurance. Grantee, at its expense, agrees to maintain policies of (i) general liability insurance in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate to cover any such claims and (ii) property insurance in an amount necessary to cover any property Grantee uses to provide services under this Agreement. Please submit a copy of Grantee's certificate of insurance naming UWBA as an additional insured upon execution of this Grant Agreement.

USA PATRIOT ACT CERTIFICATION OF COMPLIANCE

I hereby certify on behalf of Chabot-Las Positas Community College District that all United Way funds and donations will be used in compliance with all applicable anti-terrorist financing and asset control laws, statues and executive orders.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have executed this Grant Agreement as of the date(s) written, below.

UNITED WAY BAY AREA

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

BY: _____
Signature

BY: _____
Signature

NAME: Kevin Zwick
Print Name

NAME: _____
Print Name

TITLE: Chief Executive Officer

TITLE: _____

DATE: _____

DATE: _____

Federal Tax ID or
Social Security #: 94-1670563

- Attachments: (A) Specific Grant Requirements
 (B) Reporting Requirements

DESCRIPTION OF SPECIFIC GRANT REQUIREMENTS

As a recipient of a grant from United Way Bay Area, you are responsible for the following grant deliverables:

- Grantee will conduct the activities and contribute the resources in order to meet the outputs and outcomes included in the attached FY21 SparkPoint Logic Model
- Agree to host one or more opportunities for volunteers during the fiscal year.
- Actively participate (in-person or virtual) in the regional learning network (e.g. staff trainings, monthly Directors meetings, regional convenings, annual retreat).
- Nominate two SparkPoint Ambassadors by December 31, 2020. UWBA will convene a group of SparkPoint clients who have a vested interest in ensuring their communities have a voice in shaping SparkPoint programming and strategy. The 2021 cohort of SparkPoint Ambassadors is designed to harness the passion of members of the SparkPoint community while enhancing growth for participants as leaders and change agents. We are hoping to learn more about the client journey and feature a broad range of successes. For centers that provide services at community colleges, at least one nomination must be a student parent.

Ambassadors will:

- Receive a \$100-\$200 gift card for every meeting, up to 6 times, plus transportation reimbursement.
- Network with others across the Bay Area who share a passion for financial empowerment
- Build leadership skills and participate in professional development opportunities
- Inform services and delivery across the network
- Attend special events and speaking engagements while earning a stipend

Ambassadors will be asked to:

- Commit to a one-year term
- Attend quarterly follow up meetings
- Participate in the SparkPoint celebration
- Share their story
- Sign a release
- Be photographed or featured in a video

SparkPoint centers are asked to coordinate meetings with clients or make connections so that UWBA can follow up. SparkPoint staff are also responsible for making sure that client data for Ambassadors are up to date in ECM. Please contact Nicole Harden for further details. Please email the Ambassador's name and contact info, along with a 2-3 sentence description of the clients in an email to nharden@uwba.org.

REPORTING REQUIREMENTS

- Grantee will update data for the previous month by the 10th day of the month. Failure to enter data in ECM on a timely basis may result in delayed grant payments and decreased funding amounts.
- SparkPoint Center Monthly Update Report is due on or before the 10th day of the month (Beginning September 2020). Return the report as a word document or PDF to grantreports@uwba.org and cc: kmathavongsy@uwba.org and lshannon@uwba.org. The monthly update will be attached on your calendar reminder each month.
- Submit at least 2 client stories to be used for grant reports or events (one by December 31, 2020 and another by June 30, 2021).
- Submission of an interim budget report on the template provided showing proposed budget vs actual grant expenditures. The interim budget report will cover the first four months of the grant period and is due to grantreports@uwba.org and cc: your SparkPoint lead by January 29, 2021.
- Submission of a final budget report on the template provided showing proposed budget vs. actual grant expenditures. The final budget report will cover the full 12 months of the grant and is due to grantreports@uwba.org and cc: your SparkPoint lead, by July 30, 2021.

FY21 SparkPoint Center Program Logic Model - Chabot

Instructions. Briefly describe your program using the instructions below and fill out each column of the logic model. Each outcome (or goal) should directly relate to program activities and target population (described in outputs) that you will serve in upcoming fiscal year.

1. **Inputs.** Briefly describe the resources and partnerships that will be essential for implementing your program successfully.
2. **Activities.** Briefly describe the activities that your center plans to conduct in this upcoming fiscal year.
3. **Outputs.** Briefly describe the measures you will use to understand how successfully the program served their clients. List the specific *outputs that you will measure*, which result from each proposed goal and activity. Outputs can include the number of people served as well as short-term measurable benefits received by participants as a result of their involvement in your program.
4. **Outcomes (Goals).** Briefly describe the outcomes (or goals) you will use to determine whether your program has successfully helped clients reach their goals. List the specific *outcomes that you will measure*, which result from each proposed goal and activity. Outcomes include intermediate- or long-term impacts that represent achievement toward your program goal. For outcomes marked with an asterisk (*), please refer to the table below for definitions.

| | In Crisis | Vulnerable | Stability | Success (or Building Capacity) | Prosperity (or Empowered) |
|----------------|------------------------------------------------------|--------------------------------------------|-----------------------------------------|------------------------------------------------------------------------|--------------------------------------------------------------------------|
| Income | No income | Has income that is less than 75% SSI | At least 75% SSI | At least 85% SSI | At least 100% SSI |
| Savings | No Savings | 2 weeks of savings | 1 month savings | 2-3 months savings | 3+ months saving |
| Credit | Has very poor credit (<500) or no credit history | Has poor credit score (500-599) | Has fair credit score (600-649) | Has good credit score (650-699) | Has good credit score (700+) |
| Debt | Has outstanding debt collections, regardless of DTI. | Has very high debt-to-income ratio (50+%). | Has high debt-to-income ratio (36-49%). | Has manageable debt-to-income ratio (35% or less) with revolving debt. | Has manageable debt-to-income ratio (35% or less) and no revolving debt. |

| | INPUTS <i>What resources are used to implement the program?</i> | ACTIVITIES <i>What activities are planned?</i> | OUTPUTS <i>Who was served?</i> | OUTCOMES <i>How successful are the activities in helping clients reach goals?</i> |
|--------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Program elements required for ALL sites | <ul style="list-style-type: none"> • <u>\$10,000</u> revenue from UWBA • Staffing (including lead agency and partner FTEs and volunteers providing services) <ul style="list-style-type: none"> ○ 1 Staff ○ 15 Volunteers | <ul style="list-style-type: none"> • Provide financial coaching to clients • Provide career coaching to clients. • Provide family-centered coaching to clients • Provide direct assistance services to help clients meet basic needs. | <ul style="list-style-type: none"> • <u>75</u> clients served <ul style="list-style-type: none"> ○ <u>75</u> measurable clients ○ <u>30</u> clients served who are parents at colleges or adult schools ○ <u>30</u> clients served who are parents with school-aged children ○ <u>20</u> clients served who are parent with children ages 0-5 • <u>60</u> participants who access public benefits services | <ul style="list-style-type: none"> • <u>60</u> of measurable clients who enroll in or maintain public benefits • <u>60%</u> of measurable clients who reach their own financial goal • <u>60%</u> of measurable clients who reach <u>5%</u> positive improvement in any financial category (income, savings, credit, debt) • <u>45%</u> of measurable clients reach <u>30%</u> positive improvement in any financial category (income, savings, credit, debt) • % of measurable clients who <u>maintain</u> financial status in any category (income, savings, credit, debt) • % of measurable clients who move out of crisis and achieve at least one Vulnerable metric* • % of measurable clients who achieve at least one Stability metric* • % of measurable clients who achieve at least one Success metric* • % of measurable clients who achieve at least one Prosperity metric* |
| Site-specific program elements (optional) | <p><u>In-Kind Support:</u></p> <ul style="list-style-type: none"> • Chabot College Federal Credit Union (workshops) • Chabot College (Basic Needs Resource Development Project staff member) • SCFF: CalFresh Employment and Training funds | <ul style="list-style-type: none"> • Chabot College Credit Union Financial Workshops • Provide information to Chabot College FRESH Pantry participants regarding SparkPoint Center. • Utilize Exponent Case Management (ECM) | <ul style="list-style-type: none"> • 6 Chabot College Credit Union Financial Workshops provided. • 400 Chabot College FRESH Pantry participants receive information regarding SparkPoint Center. • 75 clients with documented needs entered into Exponent Case Management (ECM) Salesforce software. | <ul style="list-style-type: none"> • 1-2 Client impact stories or quotes • 70% of clients participating in financial workshops surveyed feel they learned new information about Income Supports, Education & Workforce, or Financial Empowerment. • 60 clients are referred to financial, career, family-centered, or basic needs services. • 15 clients are referred to academic programming matching their career/educational interests. |

| | INPUTS <i>What resources are used to implement the program?</i> | ACTIVITIES <i>What activities are planned?</i> | OUTPUTS <i>Who was served?</i> | OUTCOMES <i>How successful are the activities in helping clients reach goals?</i> |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <ul style="list-style-type: none"> • Career & Transfer Center staff <u>Partnerships:</u> • Chabot College Federal Credit Union • Alameda County Food Bank • VITA (tax services) • Hayward Chamber of Commerce • Tiburcio Vasquez Health Center • A-1 Community Housing Services and Rubicon • Davis Street Family Resources Center • One Stop (Tri-Valley) Career Center • Fremont Bank | <p>Salesforce software to document student needs.</p> <ul style="list-style-type: none"> • Refer students with identified needs to services • Build partnership with Chabot College’s El Centro and the Black Cultural Resource Center to promote “Zoom-ins,” where students needing SparkPoint services are connected to SparkPoint • Establish communication infrastructure (website, brochure, collateral material) | <ul style="list-style-type: none"> • 4 El Centro staff members participate in professional development regrading SparkPoint resources and referral process. • 5 promotional activities about SparkPoint Center services (e.g., Gladiator Day, newsletter article, virtual launch email/announcement, etc.) • 10 Black students referred by Black Cultural Resource Center receive financial literacy services | <ul style="list-style-type: none"> • Infrastructure is established for El Centro and Black Cultural Resource Center to refer potential clients to SparkPoint Center • 300 potential clients view SparkPoint Center webpage through micro-campaign as measured through Constant Contact email and college homepage website banner link metrics connected to SparkPoint webpage |

Communications Guidelines

Congratulations on Receiving a United Way Bay Area (UWBA) Grant!

We look forward to working in partnership with you to create positive community impact. In order to engage United Way donors—whose contributions serve as the foundation for our grants—UWBA must demonstrate results, while creating a consistent brand experience in our communications. We are also committed to helping your organization enhance its reputation around the important work you do in the community. The following *Communications Guidelines* outline the specific requirements and opportunities for co-branding and awareness building around the grant project.

Communications Requirements

The following guidelines describe the co-branding requirements. Essentially, we would like you to provide guidance on various marketing and promotional activities that your organization may implement after receiving your UWBA grant.

Grant-Related Communications

We ask that you include United Way Bay Area’s name on all printed or electronic communications related to the grant project during the grant cycle. These communications may include: website content, advertising, newsletters, fliers, event invitations, brochures, informational hand-outs, signs, posters, banners, press releases, and promotional giveaways. We also request that you mention UWBA’s partnership when making presentations related to the funded program.

When appropriate, include the UWBA logo when referencing us in your communication materials and follow the “UWBA Brand Usage Guidelines,” both available: <https://uwba.org/campaign-resources/>. UWBA’s marketing department is available to help if needed at marketing@uwba.org.

Additional Opportunities

Announcing your UWBA Grant

UWBA has marketing resources to help you promote your community work and your partnership with us. Once you have completed all the initial grant agreement requirements, we can work with you to develop communications that announce our new or continued partnership. We ask that you keep us apprised of your public and media relations plans throughout the course of the grant cycle so that we can continue to promote your good work.

Press Release

UWBA’s Chief Marketing Officer is available to help with creating a media strategy for distributing a mutually agreed upon joint statement to the local media announcing the grant/partnership. Once your MOU is signed, you may contact our marketing team at marketing@uwba.org and your Grant Manager to work together to develop a press release.

Email announcement

Another way to garner continued visibility for your work is to distribute an email to your constituents and your Board of Directors announcing the UWBA grant. UWBA's marketing team is happy to work with you to draft this announcement if you desire assistance.

Spreading Awareness

Testimonials and Success Stories

Personal stories about how your program and our partnership improves the lives of individuals and families throughout the Bay Area are the most compelling way to capture the attention of the media, the public and donors. We share these stories in our marketing materials, where we highlight the results that donor dollars support.

Please share any client success stories (written or verbal). See your grant agreement for any requirements around client success stories.

Speaking Engagements

As a grantee, you will be invited to join us for annual presentations at Bay Area workplaces during UWBA's fundraising campaign. UWBA may be able to provide a stipend for partners or clients who speak on our behalf during campaign.

Networking

UWBA is proud of our partnership and wants to participate in as many networking opportunities as possible. Therefore, please keep us informed in advance about events hosted by your organization, such as fundraising, networking and/or award events so that we may attend. UWBA hosts events throughout the year and will invite you to ones that are relevant to your region and/or focus.

Communications

In your grant performance reports, please include examples/copies of all the communications materials described above, as well as any publicity (video news clips, newspaper articles, etc.) related to your activities that are funded by UWBA. You may share this information with your UWBA program contact throughout the course of the year; however, it should also be included in your final reports.

UWBA Co-Branding Agreement

Signing this agreement certifies that you have read and understand the UWBA Communication Guidelines for Grantees, and as your organization conducts marketing and promotional activities related to your UWBA grant project, it will adhere to the guidelines described above,



To support UWBA’s communications planning, please indicate on the list below which activities your organization anticipates conducting during the course of this grant cycle. Check yes, if applicable. Leave blank, if no.

| | |
|--------------------------------------------------------------|------------------------------|
| Website update/creation | <input type="checkbox"/> Yes |
| Advertising | <input type="checkbox"/> Yes |
| Newsletter (print or electronic) | <input type="checkbox"/> Yes |
| Flyers | <input type="checkbox"/> Yes |
| Invitations | <input type="checkbox"/> Yes |
| Brochures or informational handouts | <input type="checkbox"/> Yes |
| Signs, posters, banners, promotional giveaways | <input type="checkbox"/> Yes |
| Press release(s) | <input type="checkbox"/> Yes |
| Participate in UWBA link-exchange program | <input type="checkbox"/> Yes |
| Email announcement to your constituents about the UWBA grant | <input type="checkbox"/> Yes |
| Participate in the UWBA Speakers Bureau | <input type="checkbox"/> Yes |
| Give speeches or presentations about the grant project | <input type="checkbox"/> Yes |
| Host networking events | <input type="checkbox"/> Yes |
| Convene board meetings | <input type="checkbox"/> Yes |

On behalf of _____ [organization name],

I, _____ [grantee contact],

certify that I have read and understand the UWBA Communication Guidelines for Grantees. I will share these guidelines with all appropriate members of my organization to ensure we adhere to them as we conduct marketing and promotional activities related to our UWBA grant project.

Grantee Primary Contact Signature

Date