



**GRANT AWARD
BY
UNITED WAY BAY AREA**

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, Suite 1000, San Francisco, California 94108.

AND: Chabot Las Positas Community College District - SparkPoint Chabot College (hereinafter referred to as "Grantee") a nonprofit corporation, with its principal place of business located at 25555 Hesperian Blvd Hayward, CA 94545.

1. Purpose

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 \$30,000 (the "Grant") and Grantee desires to accept such award for the purpose of supporting families with resources and financial coaching to create a path towards long-term financial prosperity.

2. Grant 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.

3. Term

The term of the Grant shall begin on ~~July 1~~ *mK December 14*, 2022 and end on June 30, 2023 unless terminated at an earlier date under the provisions of Section 8. Grantee shall complete the requirements in accordance with the provisions of Section 2 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.

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

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.

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.



4. 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 of \$30,000 upon execution of this Grant Agreement by both parties.

5. Reports

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

6. Amendments

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

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Conflict of Interest

Grantee certifies that Grantee will not engage in any activity, practice or act which conflicts with or appears to conflict with the interests of UWBA. Grantee shall not be involved in activities which adversely affect UWBA's reputation or relations with others, or which interfere with the fulfillment of its mission. Grantee shall not use their position or influence or information to which they have access as a result of their association or any assets or resources of UWBA for their own personal gain, for trading, or for the improper benefit of others. 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 8.

15. 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.



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, UWBA Officers, and UWBA Board of Directors 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.

19. Personally Identifiable Information, Data Governance and Stewardship

For purposes of this agreement, personally identifiable information or "PII" shall mean any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means and each Party agrees to treat such PII as confidential information. The Parties will maintain reasonable administrative, physical and technical safeguards for the security, confidentiality and integrity of PII stored. For purposes of this agreement, a "Breach" shall mean any information security event that (i) violates a Party's own data security policy or, (ii) impacts the confidentiality, integrity, or availability of the Grantee's data or UWBA's information systems or PII of Grantee's or United Way's clients. The Parties agree to report any confirmed or suspected Breach to the other Party immediately upon discovery both orally and in writing, but in no event more than (7) days after the Party experiencing the confirmed or suspected Breach reasonably believes a Breach has or may have occurred. The report shall identify: (i) the nature of the unauthorized access, use or disclosure, (ii) the PII accessed, used or disclosed, the person(s) who accessed, used, disclosed, and/or received PII (if known), what the Party has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and (iii) what corrective action the Party has taken or will take to prevent future unauthorized access, use or disclosure. The Party experiencing the Breach shall provide such other information, including a written report, as reasonably requested by the other Party. A Party experiencing a suspected Breach shall keep the other Party informed regularly of the progress of its investigation until the uncertainty is resolved.

USA PATRIOT ACT CERTIFICATION OF COMPLIANCE

I hereby certify 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.

Attachments:

- (A) Project Description
- (B) Reporting Requirements
- (C) Communication Guidelines
- (D) Logic Model

United Way Bay Area		Chabot Las Positas Community College District	
Name:	Robert Benavidez	Name:	Jonah Nicolas
Title:	Chief Financial and Operating Officer	Title:	
Signature:		Signature:	
Date:		Date:	
Federal Tax ID or Social Security #:	94-1312348	Federal Tax ID or Social Security #:	94-1670563



Attachment A

Project Description

Fiscal Year: FY23

As a recipient of a grant from United Way Bay Area, you are responsible for implementing the SparkPoint model, adhering to the SparkPoint Guiding Principles, and following the grant deliverables and reporting requirements below. Failure to follow the requirements below on a timely basis may result in delayed grant payments and decreased funding amounts.

Grantee agrees to:

- **Adherence to the SparkPoint Model, Guiding Principles, and FY23 Priorities & FY23 Goals in Logic Model** (see Attachment D for the logic model and below for the Model, Principles, and Priorities).
- **Fidelity to the SparkPoint prioritized typologies.** There are 4 prioritized typologies of lead agencies of the SparkPoint model including the Single Lead Agency, Coalition of Lead Agencies, School District or Community College District and Community College. SparkPoint centers agree to adhere to the prioritized typologies based on the external evaluation by Public Profit on the SparkPoint model.

The SparkPoint Model

- Support families with resources and financial coaching to create a path towards long-term financial prosperity
- Provide services or referrals to services that meet basic needs including food security, childcare, housing, rental assistance, mental health support, and other needs as requested
- Provide integrated services to increase income, build/repair credit, manage debt, and build savings, plus additional services to meet clients where they are
- Provide financial coaching, career coaching, and family-centered coaching on-site and/or virtually
- Take a family-centered approach, operating with the cornerstone of the coaching model, that clients are creative, resourceful, and whole
- Measure client outcomes toward financial wellness commit to working with clients during a crisis period and over 2-3 years, or as long as necessary to achieve their goals
- Create a welcoming and respectful environment for clients, promoting equity and maintaining a culture of trust, respect, caring, and openness
- Provide access to quality workforce training programs that result in skills, certificates, or degrees that lead to a career that pays a living wage



- Hold a regularly scheduled steering or advisory committee meeting, made up of leaders of partner agencies
- Maintain client confidentiality by following all regulations regarding client access, staff access, consent to release information, storage, and disposal of files

SparkPoint's Grounding Principles

- We operate under the assumption that families are creative, resourceful, and whole. We take a holistic, client-centered coaching approach, meeting individuals where they are and listening to their needs.
- We provide a seamless experience for clients who are able to access multiple, coordinated services at one location. SparkPoint collaborates with various institutional programs and departments as well as other nonprofit and government agencies in the community to provide services that address the multiple challenges that clients face.
- We commit to engaging with clients long-term, meeting individuals and families where they are, understanding that individual experiences do not often follow a linear path.
- We constantly evaluate our programming and engage in learning through the use of data and by engaging with clients directly to ensure equitable outcomes and continuous improvement.
- We create a welcoming and respectful environment, valuing the dignity of all clients no matter their background or identity, especially Black, Indigenous, Latinx, and other communities of color that have been historically marginalized by white supremacist institutions.

SparkPoint Priorities for FY23

- **Partnerships:** Support families with resources and services that meet basic needs and financial coaching during post-COVID-19 recovery to create a pathway towards long-term financial prosperity. Develop partnerships that provide a holistic approach to meeting client needs including basic needs and workforce development.
- **Family Centered Coaching:** Deliver services to strengthen the economic well-being of whole family provide family centered financial coaching, career coaching and other skill coaching on-site and/or virtually.
- **Racial Equity:** Implementing practices and policies that support racial equity in the SparkPoint program.
- **Accountability:** Hold a regularly scheduled steering or advisory committee meeting, made up of leaders of partner agencies and community stakeholders.
- **Data-driven:** Apply data-based decision making to inform program activities and strategies.
- **Client Voice:** Recruit clients and provide support to participate opportunities that uplift client voice. Provide skill building, advocacy, public speaking and networking opportunities for Ambassadors.



Other Grant Deliverables

- **Prioritize SparkPoint Core Services** such as financial coaching/credit counseling and increase the percentage of re-assessed measurable client' improvement in any financial category of income, savings, credit and debt reduction.
- **Trademark agreement.** Sign updated Trademark Agreement and return. (Trademark Agreement will be sent to you under separate cover this fiscal year).
- **Data & Evaluation:** Enter data for the previous month by the 10th day of each month. Participate in evaluation activities (either led by UWBA or external evaluators) as needed.
- **Client Stories:** Submit 2 client stories, as necessary or requested, for grant reports or other communication materials. Submit client stories via SurveyMonkey form here: <https://www.surveymonkey.com/r/FY23ClientStories>
- **Volunteer Engagement:** Agree to host one or more opportunities for volunteers during the fiscal year.
- **Regional Network:** Actively participate (in-person or virtual) in the regional learning network (e.g., staff training, monthly Directors' meetings, data & evaluation learning circle, coaches' learning circle, regional convenings, annual retreat).
- **Ambassadors:** Recruit up to 2 SparkPoint Ambassadors. 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 2023 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's 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 be asked to:
 - Commit to a one-year term
 - Attend monthly 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 is up to date in ECM. Please contact Paolo Banzon 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 pbanzon@uwba.org.



Attachment B

Reporting Requirements

Quarterly Reports: SparkPoint Center Quarterly Update Report is due on or before the 10th day of the next quarter (Q1 is due October 10, 2022, Q2 is due January 10, 2023, Q3 is due April 10, 2023, and Q4 due July 10, 2023). Submit your center quarterly progress report via the SurveyMonkey form here: <https://www.surveymonkey.com/r/FY23QuarterlyReport> *The quarterly report link will be attached to your calendar reminder.*

Financial Reports:

- 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 31, 2023**.
- 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, 2023**.



Communication 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. As part of your grant conditions, you must provide guidance on various marketing and promotional activities that your organization may implement after receiving your UWBA grant.

Grant-Related Communications

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

You must include the UWBA logo when referencing us in your communication materials and follow the "UWBA Brand Usage Guidelines," both available at: <https://uwba.org/get-involved/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 request 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. You must provide UWBA with at least ten (10) business days' notice in advance of your deadline to assist with any marketing requests.



Press Release

UWBA's marketing team 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 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. UWBA reserves the right to use client success stories derived from our partnership for its own marketing purposes.

Speaking Engagements

As a grantee, you may be invited to join us for annual presentations at Bay Area workplaces during UWBA's fundraising campaign. UWBA will 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 must 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.