



MEMORANDUM OF UNDERSTANDING

Between

Chabot – Las Positas Community College District, DBA Tri-Valley One-Stop Career Center

and

United Way Bay Area

This Memorandum of Understanding (MOU) sets forth the terms and conditions that define the relationship between **United Way Bay Area (UWBA)** and **Chabot – Las Positas Community College District, DBA Tri-Valley One-Stop Career Center** (Grantee). It is effective as of **November 1, 2018**. Once we receive a copy of this MOU, signed—either digitally or in writing—by a person with authority to bind your organization financially and programmatically, we will countersign and return a fully executed copy to you. We now prefer and accept digital signatures. Please email signed MOU to grantreports@uwba.org or send hard copy to United Way Bay Area | *Attention:* Ray Li, CIT | 550 Kearny, Suite 1000 | San Francisco, CA 94108

Funding Area: Earn It! Keep It! Save It! – Cost Center 2137
Project Title: Volunteer Income Tax Assistance (VITA)
VITA Sites: Tri-Valley One-Stop Career Center, Pleasanton Library
Pleasanton School District Mariachi Program
Grant Amount: \$13,000
Payment Schedule: February (60%) and June (40%)
Additionally, \$1,000 or \$500 bonus payment if applicable
Grant Period: November 1, 2018 to June 30, 2019
Federal Tax ID/EIN Number: 94-1670563

Grantee acknowledges and agrees that UWBA, at its sole discretion, shall:

- Conduct a fundraising campaign to support the outcomes identified for community impact in Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, and Solano counties;
- Include Grantee in specific promotions and printed materials;
- Communicate the outcomes achieved by Grantee to UWBA, UWBA's donors and the community.
- UWBA will make every effort to issue payment in 2 installment per the schedule outlined above. Payments will be issued in the month noted above based on the availability of funds and whether the requirements listed below are met by the dates requested.
In the event that UWBA cannot make the payment due to unforeseen circumstance, we will notify the Grantee and will revise the payment date on the agreement if necessary.

The Grantee, in accepting funds from UWBA, agrees to adhere to all the terms and conditions contained in this MOU, including:

DELIVERY OF PROGRAM ACTIVITIES AND OUTCOMES:

Completion of all program activities and delivery of all program outcomes as summarized in Scope of Work: Exhibit A (attached). Modification in projected activities or outcomes or change in the use of UWBA funds is prohibited without prior written approval by UWBA. UWBA also reserves the right to request that the Grantee works with UWBA staff to modify projected outcomes or make other relevant programmatic changes.

REPORTING REQUIREMENTS

- Participation in an interim site visit or phone contact during the grant period, as requested by UWBA.
- See Scope of Work: Exhibit A for reporting requirements.
- Late or incomplete submission of the report, lack of participation in other communication or data collection efforts, or failure to fulfill other items in this agreement, may result in grant payments being withheld and/or may jeopardize future funding.

USE AND REVERSION OF FUNDS

- Return to United Way Bay Area funds not expended for the purposes agreed to by UWBA.

AUDIT AND CERTIFICATE OF INSURANCE

- Submission of an annual audit of the Grantee's financial statements for its most recent fiscal year if the organizational budget is greater than \$250,000; financial review if its annual budget is between \$100,000 and \$250,000, or the Grantee has been operating for less than one year; or internal financial statements if its annual budget is less than \$100,000.
- Addition of 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 by **start date of the grant period. The certificate must be valid for the entire grant period.**

COLLECTIVE BARGAINING

- Recognition of the right of Grantee employees to join labor organizations and to bargain collectively through representatives of their own choosing without coercion or intimidation.

NON-DISCRIMINATION POLICY

- Adoption and practice of a non-discrimination policy acceptable to UWBA whereby the Grantee actively seeks to hire and promote individuals, recruit volunteers, and provide services to individuals without regard to race, creed, religion, color, sex, sexual orientation, disability, marital status, veteran status, national origin, or age.

PARTICIPATION IN FUNDRAISING CAMPAIGN

- Participation in UWBA's fundraising campaign, which may include: a) soliciting of Grantee's board members and staff, b) speaking on behalf of the Bay Area Community Fund at campaign events after attending Speakers' Training, c) being listed in all relevant campaign materials, and d) submitting success stories as requested.

MARKETING AND COMMUNICATIONS

- Acknowledgment and identification of United Way Bay Area as a support organization on all published material related to the subject matter of the grant award. All external communications regarding United Way will be submitted first to UWBA for its review and approval (see attached Communications Guidelines). The logo can be found online at: <http://www.uwba.org/campaign-resources>.

Failure by the Grantee to adhere to any of the above terms and conditions may result in termination of this MOU and all funding at UWBA's sole discretion.

For Nonprofits: The Grantee attests to the fact that it is an independent non-profit 501(c)(3) public benefit corporation incorporated under the laws of the State of California, that its programs and administrative functions are managed by its independent board of directors and staff, and that the Grantee and the agents and employees of the Grantee shall act in an independent capacity and not as officers, employees, or agents of UWBA.

For Government Entities: The Grantee attests to the fact that it is a government affiliated organization; therefore exempt from Federal Income tax and cities application Internal Revenue Code sections pertaining to deductible contribution and income exclusion and that its programs and administrative functions are managed by its independent board of directors and staff, and that the Grantee and the agents and employees of the Grantee shall act in an independent capacity and not as officers, employees, or agents of UWBA.

The Grantee shall indemnify and hold harmless UWBA, its directors, officers, employees and agents against any and all liability, loss or expense imposed or claimed, including attorney's fees and other legal expenses arising directly or indirectly from any act or failure to act by Grantee or Grantee's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property.

TERMINATION

- Either UWBA or Grantee may terminate this agreement, in whole or in part, at any time and for any reason by giving the other party thirty (30) days' prior written notice of such termination. Further, either party may terminate this Agreement immediately in the event that: (i) the other assignment for the benefit of creditors or admits in writing its inability to pay debts as they mature; (ii) a trustee or receiver is appointed by any court with respect to the other or any substantial part of the other's assets; or (iii) in action is taken by or against the other under bankruptcy or insolvency laws or laws relating to the relief of debtors, including the Federal Bankruptcy Act.

USA PATRIOT ACT CERTIFICATION OF COMPLIANCE

I hereby certify on behalf of Chabot-Las Positas Community College District (***Please print your Organization Name, a requirement for release of funds***) 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.

January 31, 2019

This MOU shall be signed and returned to UWBA by ~~December 31, 2018~~, and shall remain in effect until June 30, 2019 unless terminated by UWBA as provided herein. **No payments will be released until (1) the signed Memorandum of Understanding (MOU) is returned to UWBA, (2) a copy of the organization's certificate of insurance naming UWBA as an additional insured is returned to UWBA, (3) a copy of the most recent annual audit is received, and (4) any special conditions requested by UWBA are met.**

Authorized Signer for the Grantee

Authorized Signer for UWBA

Ronald Gerhard
Vice Chancellor, Business Services
Chabot – Las Positas Community College District,
DBA Tri-Valley One-Stop Career Center

Kelly Batson
Senior Vice President, Community Impact
United Way Bay Area

Date: _____

Date: _____

Payments will be delayed if any of the following is missing:

- Name of your organization must be printed under the USA Patriot Act Certification (above)
- An updated copy of your Certificate of Liability Insurance policy naming UWBA as an additional insured, as outlined in the MOU. Providing proof of insurance is not sufficient. Grantee must contact insurance broker to amend coverage to include UWBA as an additional insured, which must be stated on the Certificate. This certificate must provide coverage for the full grant period. The certificate must specify that UWBA will be notified 30 days in advance of changes to coverage.

Exhibit A - Scope of Work

Earn It! Keep It! Save It!

Tax Season 2019

Before Tax Season:

- Attend monthly coordinator meetings/conference calls and the Regional Site Coordinator Conference to prepare for the tax season
- New Site Coordinators should attend the New Site Coordinator Training and TaxSlayer Administrator training (if applicable)
- Recruit all volunteers necessary for your site operations with support of United Way Bay Area
- Submit the following required documents to the IRS:
 - Form 8633 – E-FIN Application through IRS e-services (if applicable)
 - Form 13533 – Sponsorship Agreement
- Provide your VITA Site(s) Tax Season 2019 information as requested by UWBA
- Use Earn It! Keep It! Save It! (EKS) logo on outreach materials or public facing efforts for brand consistency across the Bay Area

During Tax Season:

- Prepare **530** tax returns
- Participate on monthly site coordinator conference calls/meetings during the tax season (February–April)
- Sign all Form 13615 – Volunteer Agreements and retain on site. Onsite retention is recommended, but not required.
- Submit Form 13206 – Volunteer Assistance Summary Report to the IRS on a monthly basis (no later than the 5th of the next month)
- Update your VITA Site(s) information when it changes via the process identified by UWBA
- Identify your Savings goal using template provided by UWBA (coming in December 2018)
- Train your volunteers on Refund Savings promotion and Form 8888 (split refund form)
- Discuss refund saving options and encourage savings with EVERY taxpayer, with at least 3% of taxpayers (with a refund) successfully splitting their refund on Form 8888
- Set up and use Custom Questions in TaxSlayer to collect taxpayer survey data as requested by UWBA
- Host UWBA staff on-site to work with clients and volunteers to collect stories, take photos, and record video if requested
- Provide UWBA a list of your volunteers' contact information on template provided by UWBA (name, email address, employer/organization) by April 1, 2019

All VITA sites must adhere to the following Quality Site Requirements (QSR) as described in IRS Publication 1084 (rev. 10/2018):

- Certification
- Intake/Interview & Quality Review Process
- Photo ID and Taxpayer ID Numbers
- Reference Materials
- Volunteer Agreement
- Timely Filing
- Civil Rights
- Site Identification Number
- Electronic Filing Identification Number
- Security

Publication 1084 can be found here: <https://www.irs.gov/pub/irs-pdf/p1084.pdf>

After Tax Season:

- Follow all required IRS procedures for closing of your VITA site(s)
- Submit Final Report about Tax Season 2019* to United Way Bay Area no later than May 15, 2019. Template will be provided by UWBA.

**If your VITA Site(s) are in Alameda, Contra Costa, San Francisco, San Mateo, or Santa Clara counties, the final report will require you to report on your CA EITC outreach efforts, including any events and materials distributed about the credit and your free tax services. Sites in these counties will also be asked to report on number of CA EITC returns filed and may be required to provide client data for evaluation purposes.*

- Provide Summary Custom Question Report to UWBA by May 15, 2019.

Bonus Payments

- If your VITA Site files a minimum of 50 additional **returns** during the 2019 tax season (over the 2018 season production), you will receive an additional **\$500 grant payment**.
- If your VITA Site files a minimum of 100 additional **returns** during the 2019 tax season (over the 2018 season production), you will receive an additional **\$1,000 grant payment**.
- This is a one-time bonus payment. Bonus payments are not guaranteed in future grant years.



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 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 United Way's Speaker's Bureau, which annually organizes presentations at Bay Area workplaces during UWBA's fundraising campaign. To participate, you must complete UWBA's speaker training. UWBA provides may be able to provide a stipend for partners 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.

Website update/creation	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unsure
Advertising	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unsure
Newsletter (print or electronic)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unsure
Flyers	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unsure
Invitations	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unsure
Brochures or informational handouts	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unsure
Signs, posters, banners, promotional giveaways	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unsure
Press release(s)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unsure
Participate in UWBA link-exchange program	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unsure
Email announcement to your constituents about the UWBA grant	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unsure
Participate in the UWBA Speakers Bureau	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unsure
Give speeches or presentations about the grant project	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unsure
Host networking events	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unsure
Convene board meetings	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unsure

On behalf of Chabot-Las Positas Community College District[organization name],

I, Ronald Gerhard, Vice Chancellor Business Services [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