

Stuart Foundation GRANT AGREEMENT

This Grant from the Stuart Foundation (Foundation) is for the purposes described below and is subject to acceptance by Fresno County (Grantee) of the conditions specified below. This Agreement will take effect when signed by the Grantee's authorized representative and a signed original is received by the Foundation.

I. GRANTEE IDENTIFICATION

Grantee: Fresno County
Grant Number: 2014-0182.3

II. GRANT TERMS

Total Grant Amount: \$330,000
Grant Period: 12/1/2014 - 11/30/2015
Grant Purpose: to support implementation of the core components of the Education Equals Partnership in Fresno County

III. GRANTEE REPORTING REQUIREMENTS

Schedule of Reporting Requirements:

Due Date	Report Type
February 1, 2016	Final Narrative & Financial
July 1, 2015	Interim Narrative & Financial

All forms and instructions can be downloaded at www.stuartfoundation.org from the Partner Resources page. The report requirements are incorporated by reference into this Agreement. The Foundation reserves the right, in its reasonable discretion, to amend the requirements from time to time; all such changes will be reflected in the posted version of such requirements found on the Foundation's website. Grantee is responsible for following the report requirements in effect at the time any required report is made. *The Foundation in its sole discretion may postpone or decline to make payments under this Agreement if Grantee fails to meet reporting requirements.*

The schedule of reporting requirements above may be modified, or the grant period listed above extended (refer to Section II), by written (including emailed) correspondence between the Foundation and Grantee that evidences their mutual agreement to the modification or extension.

IV. OBJECTIVES

1. Children in foster care will enter kindergarten ready to learn.
 - a. By the end of the grant period, 75% of the four-year olds will be enrolled or on a waitlist for pre-school.

- b. 25-50 kindergarten teachers will receive education information recorded in the state child child-welfare system at the beginning of the school year to ensure they have information to support the youth.
- 2. Youth will have an understanding of post-secondary options available after high school and will exit high school equipped to be successful in post secondary or vocational training programs.
 - a. 50 middle-school youth and 100 high school youth will attend Access to Higher Education in Fall 2015
 - b. For youth 14 years or older, each youth's education plan will be included in the their Transition Independent Living Plans.
 - c. High school seniors in foster care will be identified and shared with school districts to provide coordinated supports, as needed.
- 3. A selected group of 125-150 youth will receive intensive services, including screens, education plans, and an education liaison on their education team, to support their transition from middle school to high school, high school to post-secondary, and youth on track for reunification.
 - a. County will prioritize youth identified for disciplinary action, youth in grades 11 and 12 who need support to graduate and enter a college program, and preschool youth in need of developmental screening and linkage to early education activities.
 - b. Fresno Department of Social Services will collaborate with Central and Fresno Unified school districts to identify youth that will receive intensive services.
- 4. Fresno Department of Social Services will convene three (3) multi-disciplinary reviews of all foster youth in court-involved cases. For all youth entering care, a discussion of education goals and supports will be incorporated into these teaming meetings and case planning discussion.
- 5. Youth in foster care will remain in their school of origin unless a change is in their best interest.
 - a. Fresno Department of Social Services will work with stakeholders to reduce the school changes that occur during semester by 50%.
 - b. In at least 75% of the cases, school districts will inform education liaisons of an expulsion proceeding ahead of the proceeding.

V. IRS DETERMINATION

This Grant is specifically conditioned upon the Grantee's status as an eligible grantee of the Stuart Foundation. The Foundation has obtained a copy of the Grantee's IRS determination letter evidencing the status of the Grantee as eligible. The Grantee confirms that its IRS classification is current and the organization is unaware of any action or ruling that would cause its determination ruling to be revoked. The Grantee will notify the Foundation immediately of any change in tax status.

VI. GRANTEE'S FINANCIAL RESPONSIBILITIES

The Foundation expects the Grantee to maintain complete and accurate records of revenues and expenditures relating to the Grant. We request that financial records be kept for at least four (4)

years after completion of the Grant. In the event that the Foundation is audited by any government agency, it could be necessary, in rare instances, for the Foundation to examine, audit, or have audited the records of the Grantee insofar as they relate to activities supported by this Grant. Any audit expenses incurred in such a case will be borne by the Foundation.

VII. EXPENDITURE OF GRANT FUNDS

The Grant is to be used for the purpose(s) stated in this Grant Agreement and attached budget. Grant funds may be spent only in accordance with the terms set forth herein. Grant funds may not be expended for any other purpose without prior approval by the Foundation. The Grantee agrees to contact the Foundation to request permission to make any significant changes in the approved attached budget. If the funds have not been completely expended at the end of the Grant period, the Grantee agrees to provide a statement on the balance and a plan for using the remaining funds.

Any references in Grantee's proposed budget to specific named third parties who are projected to receive grants, service fees, or other payments from Grant funds, are understood by the Foundation to be statements of Grantee's current intent, and the final selection of such third parties and the terms of their agreements with or engagements by Grantee (including the amounts of grants or fees) is within Grantee's discretion and control.

The Grantee agrees that, in carrying out the objectives supported by this Grant, it will not unlawfully discriminate in its employment practices, volunteer opportunities, or the delivery of programs or services, on the basis of race, color, religion, gender, national origin, ancestry, age, medical condition, disability, veteran status, marital status, sexual orientation, or any other characteristic protected by law.

The Grantee shall not use any portion of the Grant in a manner inconsistent with Section 501(c)(3) of the Internal Revenue Code, including a prohibition on using Grant funds to influence the outcome of any specific election of candidates to public office, induce or encourage violations of law or public policy, or cause any private inurement or improper private benefit to occur.

The Grant is not earmarked for use in any attempt to influence legislation within the meaning of Section 501(c)(3) of the Code, and neither the Foundation nor the Grantee has entered into any agreement, oral or written, to that effect.

The Grantee agrees that it will use the Grant funds in compliance with all applicable anti-terrorist financing and asset control laws and regulations.

VIII. PROCEEDS FROM GRANT-FUNDED ACTIVITIES

In the event all or a portion of the Grant is used to fund activities that generate income to the Grantee, or is used to create intellectual property that generates income to the Grantee, the Grantee hereby agrees to restrict the share of such income fairly allocable to the Grant funding for the same purposes as the Grant.

IX. CHANGES IN GRANTEE OPERATIONS

The Grantee agrees to promptly advise the Foundation about any of the following:

- Change in key personnel of the project or organization
- Change in address or phone number
- Change in the name of the organization
- Any development that significantly affects the operation of the project or the organization

X. USE OF SUBGRANTEES

If the Grantee finds it necessary to re-grant funds in order to carry out the purposes of the Grant, the Grantee retains full discretion and control over the selection process, acting completely independently of the Foundation. There is no agreement, written or oral, by which the Foundation may cause the Grantee to choose any particular subgrantee.

XI. PUBLICITY, PUBLICATIONS, AND COMMUNICATION WITH THE MEDIA

The Grantee shall acknowledge and include the Foundation's name on printed and visual materials that are produced with Foundation support. The Grantee agrees to discuss plans for such recognition, and provide copies of materials for the Foundation's records.

If the Grantee plans to issue a press release announcing this grant, the Grantee agrees to contact the Program Officer at least two weeks before the desired announcement date. The Foundation must provide advance approval of the press release and the date of release. The Foundation requests an opportunity to review and comment on subsequent press releases that are directly related to the Grant. The Foundation may make information about this Grant public at any time on its website and as part of press releases, public reports, speeches, newsletters, and other public documents.

XII. INTELLECTUAL PROPERTY

The Grantee agrees to, and does hereby, assign and transfer to the Foundation all right, title and interest in and to any materials, inventions or works produced as a result of this Grant. The Grantee specifically agrees that all inventions upon creation shall become the exclusive property of the Foundation and the Foundation shall be the sole owner of all patents and other intellectual property rights associated therewith. The Grantee shall immediately disclose all inventions to the Foundation and agrees to assist the Foundation as needed to obtain and enforce any patents or other intellectual property rights therein.

The Foundation and the Grantee agree, understand and intend that any copyrightable work of authorship created by the Grantee as a result of this Grant is created as a *work made for hire* by the Grantee for the Foundation, and that the ownership of the copyright therein is held solely by the Foundation. If a copyrightable work, or any portion thereof, does not technically qualify as a work made for hire for any reason whatsoever, then the Grantee hereby irrevocably assigns to the Foundation the copyright for the work.

XIII. INDEMNIFICATION

The Grantee shall defend, indemnify and hold the Foundation, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of Grantee's negligence or that of its agents, Grantee's breach of duties under the Grant Agreement, or Grantee's performance under this Grant Agreement.

The Foundation shall defend, indemnify and hold Grantee, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of the Foundation's negligence or that of its agents, Foundation's breach of duties under the Grant Agreement, or Foundation's performance under this Grant Agreement.

XIV. REMEDIES

In the event that the Grantee violates or fails to carry out any provision of this Agreement, including, without limitation, failure to submit reports when due, or if the Grantee dissolves or ceases to operate, the Foundation in its reasonable discretion may, in addition to any other legal remedies it may have, refuse to make any future grants or installment payments of this Grant to the Grantee, and the Foundation may demand the immediate return of all or any unexpended portion of the Grant, and any portion of the Grant expended not in compliance with this Agreement, and the Grantee shall immediately comply therewith.

XV. LIMITATION

This Agreement contains the entire Agreement between the parties with respect to the Grant and supersedes any previous oral or written understandings or agreements. It is expressly understood that by making this Grant the Foundation has no obligation to provide other or additional support to the Grantee for the purposes of this Grant or any other purposes. Neither this Agreement, nor any other oral or written statement or action of the Foundation (other than a document executed on behalf of the Foundation specifically purporting to create a binding obligation of the Foundation) shall be interpreted to create any pledge or binding commitment by the Foundation to make any future grant to the Grantee.

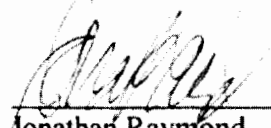
XVI. WARRANTY

The Grantee expressly warrants that the execution, delivery or performance of this Grant Agreement shall not violate or result in the breach of any prior agreements entered into by the Grantee with any third parties. The Grantee further warrants that the Grantee shall not enter into any future agreements that would be in violation of any of the terms of this Grant Agreement.

XVII. ACCEPTANCE OF TERMS AND CONDITIONS

On behalf of the Stuart Foundation, I extend every good wish for the success of this work.

By: _____


Jonathan Raymond
President, Stuart Foundation

December 16, 2014

I acknowledge that the Grantee has received and retained a copy of this Agreement. The attached terms and conditions have been carefully reviewed and understood, and are hereby accepted and agreed to as of the date specified.

Accepted on behalf of Fresno County

By: _____


Signature of Authorized Officer, Director or Trustee

Name: _____

Deborah A. Poochigian

Title: _____

Chairman, Board of Supervisors

Date: _____

2/24/15

See Additional Signature Page

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

3 ATTEST:

4
5 BERNICE E. SEIDEL, Clerk
6 Board of Supervisors

7 By Risa Cuyt

8 Date: 2/24/2015

9
10 APPROVED AS TO LEGAL FORM:
11 DANIEL C. CEDERBORG, COUNTY COUNSEL

12
13 By Janette E. Kelly

14 APPROVED AS TO ACCOUNTING FORM:
15 VICKI CROW, C.P.A., AUDITOR-CONTROLLER/
16 TREASURER-TAX COLLECTOR

17
18 By Ch. Elia

19 REVIEWED AND RECOMMENDED
20 FOR APPROVAL:

21
22 By Deffino E. Neira
23 Deffino E. Neira, Director
24 Department of Social Services

25
26 Stuart Foundation Grant Agreement
27 Fund/Subclass: 0001/10000
28 Organization: 56107648
Account/Program: 5800/0

PROPOSAL BUDGET

Note: Please review Budget Guide prior to completing

Organization Name	Fresno Department of Social Services
Request # (as assigned)	2014-0182.3
Request Grant Period: mm/dd/yy -- mm/dd/yy	12/1/2014 - 11/30/2015
Total Organization Budget	\$ -
Total Project Budget	\$ 545,045
Stuart Foundation Grant Request	\$ 330,000
Stuart Grant as % of Total Project Budget	60.55%

EXPENSES	Total Project Budget	Stuart Foundation Request
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PERSONNEL: You may identify key staff positions or groupings of key staff to achieve project objectives. For example:

--Executive Director/Program Director: Project Management
--Research Analysts/IT Coordinator: Data/Indicators Project Coordination)

Social Work Supervisor	\$ 119,125	\$ 70,427
Social Work Practitioner (2)	\$ 206,484	\$ 122,074
Social Worker II (2)	\$ 143,004	\$ 84,545
Social Worker Aid	\$ 57,432	\$ 33,954
	\$ -	
Total Personnel Expenses	\$ 526,045	\$ 311,000

PROGRAM/ORGANIZATIONAL EXPENSES: Please list line items for key categories in support of project goals and objectives. This could include but is not limited to Communications, Program/Research Consultants, Information Technology, Travel, Meeting and Convenings, Student/Teacher Stipends, Program Expenses, Operational Support Expenses

Travel to EE Meetings	\$ 12,500	\$ 12,500
Data Exchange and Support (includes School Connect Fee)	\$ 6,500	\$ 6,500
	\$ -	
	\$ -	
	\$ -	
Total Program/Organizational Expenses	\$ 19,000	\$ 19,000
GRAND TOTAL EXPENSES	\$ 545,045	\$ 330,000

INCOME SOURCES

INCOME

SECURED INCOME: List all committed funding resources; specify philanthropic funder.

Federal Drawdown	\$ 191,691
County Share - Personnel	\$ 23,354
Federal Drawdown - Non Personnel	\$ -
County Share - Non Personnel	\$ -
Total Secured Income	\$ 215,045

PENDING INCOME: List sources that have already been requested but not awarded, as well as planned fundraising efforts. For unidentified sources, include a line item for funds "To be raised."

	\$ -
	\$ -
	\$ -
	\$ -
TO BE RAISED (if applicable)	\$ -
Total Pending Income	\$ -
Stuart Foundation Request	\$ 330,000
TOTAL INCOME	\$ 545,045