

July 1, 2020-June 30, 2021 PROMISE PARTNERSHIP AGREEMENT

This Promise Partnership Agreement (this “**Agreement**”) is by and between United Way of Salt Lake, located at 257 E 200 S, Suite 300, Salt Lake City, Utah 84111 (“**UWSL**”), and «Grantee» located at «Street_» «City», Utah «Zipcode_» (“**Partner**,” and together with UWSL, each a “**Party**” and collectively the “**Parties**”), and is effective from July 1, 2020 through June 30, 2020 (the “**Term**”).

RECITALS

WHEREAS, UWSL has made a promise to change the odds so that all children and their families, regardless of their circumstances, have the same chance to succeed in school and in life.

WHEREAS, UWSL has joined with other “partners”, including educational and community groups, health care providers and religious, charitable and government organizations, to form Promise Partnerships in specific neighborhoods and communities in the State of Utah (each, a “**Promise Partnership**”) in order to combine efforts and offer services to participants within a Promise Partnership community, (each participant, a “Client”).

WHEREAS, Partner desires to obtain certain resources from UWSL during the Term, in accordance with terms and conditions of this Agreement.

WHEREAS, UWSL desires to provide certain resources to Partner during the Term, in accordance with terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I – RESOURCES

1. UWSL shall provide the following resources (collectively, the “**Resources**”) to Partner during the Term:
 - 1.1. A Promise Partnership Grant in the amount of \$«**Grant_Total**» (the “**Grant**”), to be used in accordance with the terms of this Agreement and for the purposes described in the budget, if applicable, approved of UWSL for the Term. Funds are allocated for the following:
 - 1.1.1. The Grant, unless otherwise specified herein, is payable in <<**Contract_Months**>> monthly installments during the Term (each, a “**Grant Payment**”), with such Grant Payments to be paid to Partner electronically on or near the 15th day of each month.

- 1.1.2. Licenses, if applicable, at a value of \$472.90 per license, for Efforts to Outcomes (“**ETO**”), a cloud-based shared measurement system to help schools and community partners exchange information that will assist them in coordinating services for students to help them achieve academic outcomes.
 - 1.1.3. Support from UWSL staff to convene and facilitate partnerships in which Partner participates. This support is valued at \$50,000 per Promise Partnership.
 2. The provision of the Resources during the Term are contingent on (a) Partner’s performance of its obligations under this Agreement; (b) UWSL’s ability to successfully raise sufficient funds to fund the Grant. UWSL anticipates that it will be challenging to raise funds during the grant term and reserves the right to – with 60 days written notice to grantee – reduce the amount of or terminate this Funding Agreement before the end of the Term if UWSL is unable to raise sufficient funds for the intended purpose of the grant. (c) Partner’s signing of this contract by <<**Return_Date**>>; and (d) Partner’s compliance with this agreement.

ARTICLE II - PERFORMANCE OBLIGATIONS

1. Use of Resources. Partner shall use the Resources for general programmatic support and related indirect costs for the sole purpose of implementing strategies to achieve the aims of the Partnership Agreement (Appendix A) for each relevant Promise Partnership. For partners receiving pass-through funds, Partner shall use grant funds awarded only in accordance with fund restrictions. <<**Pass_Through_Restrictions**>>.
2. Collective Impact. The Parties will work together with and on behalf of the children and families in each relevant Promise Partnership to achieve one or more population-level outcomes.
 - 2.1. Partner, if applicable, will work directly with schools and additional Promise Partnership members to align services for the purposes of achieving shared outcomes. Partner will commit to maintaining current levels of service provision with partner schools and aligning services to students and/or families identified through the Promise Partnership. A List of potential schools is included in Appendix B.
 - 2.2. UWSL School Network Directors will convene appropriate partners and school staff on a regular basis. Partner will assign a staff member with decision-making authority to represent the Partner at these regularly scheduled Promise Partnership meetings.
 - 2.3. Partner commits to working with other Promise Partners to ensure youth and families are getting the targeted resources that they want and need; being open to taking on new strategies and interventions (or altering current ones) based on partnership decisions; consistently communicating with other Promise Partners; and engaging youth and families in Partnership decisions.

- 2.4. Partner will share its programmatic data on a consistent basis with authorized members of the Promise Partnership, including data about specific clients, in support of the Promise Partnership's interventions and outcomes while at all times complying with privacy and data-sharing regulations.
3. Data Collection, Data Privacy and Reporting. The Partner will store aggregate data in ETO and/or another appropriate data management system, enabling the Partner to target interventions and strategies and identify changes to key performance measures over time. The Partner will:
 - 3.1. With Promise Partners, identify a geography and a set of population-level outcomes and indicators for which it can share accountability.
 - 3.2. With Promise Partners, identify a set of performance measures for which it can capture data, share that data with Promise Partners in accordance with privacy laws, and use that data for continuous improvement purposes.
 - 3.3. Track and report specific measures relevant to the work of the Promise Partnership on a consistent basis as part of Promise Partnership regularly scheduled meetings.
 - 3.4. The Parties shall abide by and be fully bound by all of the terms, conditions and practices set forth in relevant Appendices related to data sharing and data privacy.
 - 3.5. If Partner would like access to data maintained by Granite School District, Partner agrees to request that data from UWSL, providing at least four weeks' notice and submitting requests through the grant portal found at: <https://unitedwayslc.force.com/s/>. Granite School District will not respond directly to data requested from Promise Partners; all requests must be vetted through UWSL via the process indicated above.
 - 3.6. Notwithstanding that any personally identifiable student data obtained by UWSL from student education records shared pursuant to a FERPA Release is the property of the student, Partner agrees that all work product and analysis developed by UWSL from such student data shall be the property of UWSL subject to the requirements of FERPA, including the prohibition of further disclosure.
 - 3.7. Reporting Requirements.
 - 3.7.1. Schedule I. At a minimum Partner will track and report on all measures identified in Schedule I in a data system to be provided by UWSL once at the end of the Term.
 - 3.7.2. Direct Service Providers. Partner shall provide quarterly updates of all staff and volunteers working in schools listed in Appendix B, including but not limited to: name, schools in which they work, the status of their Granite School District background check (if applicable), and whether or not staff has unsupervised access to children. Partner shall be responsible for direct oversight of all staff and volunteers while working with students and families or on school district property. Partner shall ensure that all staff are adhering to relevant State and Federal regulations as well as all relevant District policies when

communicating and interacting with students and families. If Partner does not employ staff and volunteers who spend time on school premises, they will confirm that in writing to UWSL before execution of this contract, and will inform UWSL in writing of any changes within five (5) business days.

3.7.3. Budget Reporting and Expense Reports. Partner shall provide a grant actuals to total programmatic budget actuals within thirty (30) days of the end of the grant. Partner will maintain accounting of programmatic budget allocations throughout the grant period so that any immediate requests for budget allocation or back up documentation before the end of the Term can be honored. Partners receiving pass-through grant funding (see Use of Resources on page 2) shall provide an expense report not more than quarterly, within thirty (30) days of the end of each quarter. Format for both the budget report and expense report is included in Schedule I.

3.7.4. Financial Nonprofit Documentation. If Partner is a nonprofit organization, Partner shall provide UWSL with a copy of its most current independent audit and management letter, IRS Form 990, 501(c)3 status, Utah State Charitable Solicitations Permit, and organizational budget at the time of the execution of this Agreement. If Partner's operating budget during any fiscal year covered by the Term is less than \$250,000, Partner may submit to UWSL year-end financials certified by the Board Chair and Agency Executive in lieu of an independent audit and management letter. It is the responsibility of Partner to provide UWSL with current versions of each document as they are completed.

3.7.5. Compliance. Partner must have all reports that are required by this Agreement (listed in Schedule I) completed by noon on the due date for such reports. Partner will have funding withheld for the month that such report is due if not completed on time. If the report is more than two weeks late, Partner will forfeit its grant for the month following the due date and Partner will continue to forfeit its monthly grant until UWSL has received such report. UWSL will terminate the Grant if Partner does not submit reports and/or meet requirements of the Grant after 60 days.

4. Marketing, Fundraising and Volunteer Engagement.

4.1. Marketing/Branding. Partner shall identify partnership infrastructure and activities as part of the Promise Partnership network by using agreed upon "Promise" branding toolkit resources where appropriate. In addition, Partner shall:

4.1.1. Use consistent language and talking points when describing Promise Partnerships (including the role of UWSL and the roles of the other Partners in the relevant Promise Partnerships) to parents, students, donors, the media, and other stakeholder groups.

4.1.2. When appropriate, increase the visibility of the relevant Promise Partnerships (including UWSL and the other Promise Partners) in order to enhance public awareness and to build broader donor, parent, volunteer, and advocacy engagement. Such strategies include displaying signage that acknowledges UWSL and other Promise Partners; acknowledging and identifying UWSL and other Promise Partners on Partner's website, buildings,

publications, and other places where partners are listed; wearing UWSL-branded t-shirts when they are provided by UWSL; writing content for UWSL communication materials; and using UWSL's logo and following UWSL's branding guidelines in all appropriate materials related to the strategies supported by the resources included in Article I above.

4.1.3. Partner will not remove or replace any UWSL or Promise Partnership branding (including logos and/or watermarks) from any resources produced by UWSL.

4.2. Fundraising and Resource Development from Entities Other than UWSL. The Parties recognize that UWSL has limited financial resources. The Parties agree to work together where appropriate to secure financial resources apart from and in addition to UWSL Resources for relevant Promise Partnerships, including:

4.2.1. Joint Grant Seeking, Grant Submission, and Report Coordination. The Parties recognize that, for Promise Partnerships to achieve their objectives, Promise Partners must have adequate and sustainable resources. The Parties recognize that resource development is a shared responsibility and agree to:

4.2.1.1. Work together to identify funding opportunities, determine which Promise Partners are best positioned to apply for them, and develop proposals for strategies that the Partnership has prioritized;

4.2.1.2. Present funding opportunities that are directly or indirectly related to the Promise Partnership's work to other Promise Partners.

4.2.1.3. Provide immediate and constructive input to other Promise Partners when collaborating on fundraising efforts and complete all deliverables associated with such projects.

4.2.2. Participate in periodic site visits and/or conversations or presentations with current and prospective investors in UWSL's work to convene and facilitate partnerships and/or in the broader Promise Partnership.

4.2.3. Encourage individual employees to engage as volunteers and donors in Promise Partnership work. Employee giving campaigns facilitated by UWSL are not mandatory, but are recommended as a way of supporting and building shared ownership for the population-level results we jointly seek to improve, and for building a strong organizational culture of employee engagement and teamwork. Partners are encouraged to use UWSL's new digital engagement and giving platform, Salesforce Philanthropy Cloud, to facilitate employee giving and engagement year-round. UWSL will provide engagement opportunities, compelling messaging/stories, payment processing, and more to assist Partners with UWSL giving campaigns, regardless of Partner's utilization of the Philanthropy Cloud tool.

4.2.4. Nothing in the above subsection 4.2 is intended to prevent Partner from seeking additional resources.

4.3. Volunteer Engagement. The Parties agree to promote and support the mobilization of the community in supporting the relevant Promise Partnerships through volunteer engagement efforts, including identification and support of both one-time and ongoing group and individual volunteer opportunities. Partner agrees to:

4.3.1. If applicable, track the number of volunteers and volunteer hours associated with Promise Partnership work with the relevant Promise Partnerships during the Term and submit this information to UWSL within 30 days of the end of this Agreement.

4.3.2. If volunteer screening or background checks are required, Partner is responsible for any costs that arise from failing to do so. UWSL does not provide volunteer screening for referred volunteers through UWSL volunteer opportunities database, phone/email referrals, or corporate volunteer groups.

4.4. 211: Verify and update the information pertaining to Partner's organization housed with 211 on 211utah.org. Assistance on how to update the information using the web software can be obtained through the database team: anna.fonnesbeck@uw.org or gloria.castaneda@uw.org.

4.5. Inform UWSL in writing if the requirements set forth in section 4 cannot reasonably be executed.

5. Operating Requirements.

5.1. Policies and Procedures. Partner shall adopt and enforce (i) a non-discrimination policy that prohibits discrimination on the basis of race, color, sexual orientation, religion, sex, age, pregnancy/childbirth, disability or national origin, (ii) a policy that meets all federal grant requirements and (iii) a policy supporting the purposes and principles of the General Education Provisions Act, 20 U.S.C. § 1221 et seq, specifically, to provide equal opportunity and equal access to the educational, economic, health, and social service programs and opportunities offered by Partner.

5.2. USA Patriot Act Certificate of Compliance. Partner hereby certifies that the Grant and all other UWSL funds and donations will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes, and executive orders.

5.3. Use Limitations. Partner agrees to the following use limitations and obligations: (1) All content provided by United Way of Salt Lake ("content") is confidential and proprietary to United Way of Salt Lake (and/or its collaborators). (2) A Partner(ship) may only use the content for its internal operations and not for publication or distribution outside of the Partner organization or partnership, unless the content is made public on United Way of Salt Lake's website or approved for sharing by United Way of Salt Lake in writing. (3) United Way of Salt Lake may modify, restrict or terminate a partner(ship)'s access to the content at any time and without prior notice to the partnership. (4) A partner(ship) will not license, monetize or otherwise use any of the resources or content to provide for-profit consulting services.

6. Term, Termination

- 6.1. Either Party may terminate this Agreement and Partner may terminate its association with the relevant Promise Partnerships for any reason with sixty (60) days written notice.
- 6.2. UWSL's ability to successfully raise sufficient funds to fund the Grant. UWSL anticipates that it will be challenging to raise funds during the grant term and reserves the right to – with 60 days written notice to grantee – reduce the amount of or terminate this Funding Agreement before the end of the Term if UWSL is unable to raise sufficient funds for the intended purpose of the grant.
- 6.3. UWSL may terminate this Agreement and/or Partner's affiliation with the relevant Promise Partnerships for the following reasons: Partner's default; Partner's lack of strategic or programmatic impact as determined by UWSL; a data breach by Partner that involves either the release of individual-level data without appropriate consent and/or the release of aggregate or individual level data to the media; failure of Partner to perform its obligations under this Agreement; Partner malfeasance, illegal conduct or unauthorized use of UWSL's name in any communication that undermines the trust or relationship of the relevant Promise Partnerships; and/or any action or practice by Partner that jeopardizes the ethical operation and implementation of this Agreement or the Promise Partnerships. In any of the above cases, UWSL will:
 - 6.3.1. Notify Partner in writing of UWSL's intent to terminate and the causes for such a decision.
 - 6.3.2. Allow seven (7) days for Partner to respond in writing.
 - 6.3.3. Present the information to the UWSL Governance and Ethics Committee for review and recommendation to the UWSL Board of Directors.

ARTICLE III – MISCELLANEOUS

1. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto. This Agreement overrides any oral agreements that may have been made between the Parties.
2. Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.
3. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.
4. Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

5. Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.
6. Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law.
7. Amendment. This Agreement may not be modified except by an instrument in writing signed by the Parties, Notwithstanding the foregoing, “FERPA Half Pager”, “Direct Service Staff for Granite School District Providers”, “Granite School District - Direct Service Staff”, “UWSL Data Confidentiality Agreement”, “ETO End User Agreement”, “Privacy Notice”, and “Educational Records to be Imported into ETO with a FERPA Release”, may be amended by UWSL at any time without the consent of Partner. UWSL will give Partner amended agreements within 45 days of such amendment.
8. Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah. Any action to enforce this Agreement shall be brought in the Third Judicial District Court of Salt Lake County, Utah. This Agreement (and all related agreements and instruments) is the result of a collaborative negotiation and drafting effort between the parties and their respective counsel; consequently, this Agreement (and all related agreements and instruments) shall be interpreted in an absolutely neutral manner without regard to whether one party or the other was the drafter of this Agreement (or any such related agreements or instruments).
9. Jury Waiver. The Parties to this Agreement hereby knowingly, voluntarily and intentionally waive their right to a trial by jury with respect to any litigation based hereon, or arising out of or in connection with this Agreement, or any course of conduct, course of dealing related in any manner to this Agreement, including any action to rescind or cancel this Agreement and any claims or defenses asserting that this Agreement was fraudulently induced or is otherwise void or voidable.
10. Attorneys’ Fees. In the event any action or proceeding is brought by either party concerning this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys’ fees, whether such sums are expended with or without suit, at trial, on appeal or in any bankruptcy or insolvency proceeding.
11. Time Is of the Essence. Time is of the essence in the execution and performance of this Agreement and of each provision hereof.
12. Notice. All notices provided for herein shall be in writing, including electronic communication, and addressed to the parties at their respective addresses.
13. Non-Assignment. Neither Party may assign its rights, or delegate its duties, under this Agreement without the express written consent of the other Party.

14. Performance. If any performance requirement under this Agreement falls on a Saturday or Sunday, such performance will be due on the preceding Friday by 5:00 pm.
15. Electronic Execution and Delivery. This Agreement may be executed and delivered by facsimile transmission, by e-mail, or by similar electronic means, with the same legal effect as manual execution and physical delivery of this Agreement.
16. Authority. The Parties represent and warrant that they are duly authorized to enter into this Agreement.
17. Hold Harmless. Each Party makes no warranties, expressed or implied under this Agreement. Each Party, at all times, will indemnify and hold the other Party harmless from any damages, liabilities, claims, and expenses that may be claimed against the Party; or for injuries or damages to the Party or another party arising from any acts, omissions, neglect, or fault of the Party or its agents, employees, licensees, or clients; or arising from the other Party's failure to comply with this Agreement and laws, statutes, ordinances, or regulations applicable to it or the conduct of its business. Each Party will also hold the other Party harmless for negative repercussions resulting in the loss of data due to delays, non-deliveries, mis-deliveries, or service interruption caused by the Party's or another party's negligence or errors or omissions, as well as natural disasters, technological difficulties, and/or other events out of its control. Each Party shall not be liable to the other Party for damages, losses, or injuries to other Party or another party other than if such is the result of the gross negligence or willful misconduct of said Party.

United Way of Salt Lake

\s1\

Bill Crim
President and CEO

Date

«Grantee»

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«Authorized_Signatory_Name»
«Authorized_Signatory_Title»

Date

SCHEDULE I
Reporting

Partner shall complete reporting as follows. All reports will be submitted through UWSL’s grant portal.

1. Mid-Year Report: By January 31, 2021 (covering the period July 1, 2020 – December 31, 2020), including:
 - a. Partner Contributions: A summary of the Partner’s contributions to the Promise Partnership(s)
 - b. Partnership Survey: a short survey evaluating the Promise Partnership(s),
 - c. Expense Report: If receiving pass through funds, partner will need to provide an expense report according to the following schedule:
 <<**Expense_Report_Schedule**>>

2. End-of-Year Report: By July 31, 2021 (covering the period July 1, 2020 - June 30, 2021), including:
 - a. Partner Contributions: A summary of the Partner’s contributions to the Promise Partnership(s)
 - b. Partnership Survey: A short survey evaluating the Promise Partnership(s)
 - c. Demographic Data: A report detailing demographic data of individuals served according to Appendix G.
 - d. Budget Report: A grant actuals to total programmatic budget actuals (example budget budget below).

d. Budget Report Example:

	Programmatic Expenses	UWSL Grant
	FY 20-21	FY 20-21
EXPENSES		
WAGES/BENEFITS		
Salaries/Wages	1,000,000	40,000
Payroll Taxes/Benefits	200,000	8,000
Total WAGES/BENEFITS	1,200,000	48,000
 EXPENSES		
Consultants and contractors	200,000	22,000
Supplies	10,000	2,000
Occupancy	150,000	20,000
Parking	10,000	2,000
Staff mileage reimb.	2,000	1,000
Training/Conferences	20,000	5,000
TOTAL EXPENSES	392,000	52,000
 TOTAL OPERATING EXPENSES	 1,592,000	 100,000

e. Expense Report Example (only required of grantees receiving pass-through fund)

	Programmatic Expenses Budget FY19-20	UWSL Grant Actuals FY19-20
EXPENSES		
WAGES/BENEFITS		
Salaries/Wages	1,000,000	20,000
Payroll Taxes/Benefits	200,000	4,000
Total WAGES/BENEFITS	1,200,000	24,000
EXPENSES		
Consultants and contractors	200,000	10,000
Supplies	10,000	500
Occupancy	150,000	10,000
Parking	10,000	1,000
Staff mileage reimb.	2,000	500
Training/Conferences	20,000	2,000
TOTAL EXPENSES	392,000	24,000
TOTAL OPERATING EXPENSES	1,592,000	48,000
UWSL Grant Awarded		100,000
UWSL Grant Budget Remaining		52,000

Batch number	Post date	Batch description	Journal reference	Amount	Account Description	Budget Category
11111	7/10/2020	Payroll - 7/10/2020	EE 5124 Payroll 07/01/20-07/10/20	\$2,000.00	Wages	Salaries/Wages

11112	7/24/2020	Payroll - 7/12/2020	EE 4564 Mileage Reimbursement Partners Mtg	\$25.93	Mileage Allowance	Staff mileage reimb.
Etc	Etc	Etc	Etc	Etc	Etc	Etc