



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by each of the schools within the San Carlos School District (Arundel School, Brittan Acres School, Central Middle School, Heather School, San Carlos Charter Learning Center, Tierra Linda Middle School, and White Oaks School collectively “the San Carlos Schools”), the San Carlos School District (“the District”), the San Carlos Charter Learning Center Governance Council (“SCCLC GC”); and the San Carlos Education Foundation (“SCEF”) as of the date set forth below. This agreement governs fundraising for the San Carlos Schools, through site-specific fundraising dedicated to particular schools and through district-wide fundraising through SCEF. The parties hereto may be collectively referred to herein as the “Parties” and separately as a “Party.”

WHEREAS the San Carlos Schools recognize the benefit to the San Carlos community of district-wide fundraising as an efficient and effective way to raise money to fund education for the children of San Carlos;

WHEREAS the benefits of district-wide fundraising include promoting parity among the San Carlos Schools, fostering solidarity throughout the San Carlos community, and encouraging generous donations for the benefit of the San Carlos Schools by presenting a unified fundraising vehicle;

WHEREAS the mission of SCEF is to fundraise district-wide to promote these benefits for all San Carlos Schools;

WHEREAS the San Carlos Schools and SCEF further recognize the importance of site-specific fundraising;

WHEREAS the San Carlos Schools and SCEF desire improved clarity to govern the balance between site-specific fundraising, and district-wide fundraising through SCEF;

WHEREAS the San Carlos Schools and SCEF are entering into this Memorandum of Understanding to provide ground rules to ensure that site-specific fundraising and district-wide fundraising both can be achieved harmoniously;

WHEREAS representatives from the San Carlos Schools, the District, the SCCLC GC, SCEF, and other members of the San Carlos community have conferred and reached an acceptable framework to govern this balance between site-specific and district-wide fundraising; and

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WHEREAS, the Parties and other members of the community have engaged in extensive discussions regarding the foregoing;

NOW THEREFORE, in consideration of the hereinabove recitals and community goodwill, the Parties hereby agree as follows:

AGREEMENTS REGARDING FUNDRAISING.

- 1) SCEF will continue its mission of raising funds district-wide to bridge the gap between state funding and the needs of the San Carlos Schools;
- 2) SCEF will raise funds throughout its fiscal year (from July 1 to June 30) (“fiscal year”), and allocate and disburse such funds equitably in the following fiscal year;
- 3) SCEF will make such disbursements in payments:
 - To the District, which will in turn allocate funds to the following schools that are regularly funded through the District: Arundel School, Brittan Acres School, Central Middle School, Heather School, Tierra Linda Middle School, and White Oaks School; and
 - To the San Carlos Charter Learning Center (“SCCLC”), which receives its funding independently of the District, through its unique institutional structure;
- 4) Compliance with the guidelines set forth herein includes compliance with the SCEF School Site Fundraising Policy, attached hereto as Attachment A;
- 5) While all San Carlos Schools are free to conduct site-specific fundraising, all San Carlos Schools recognize the importance of district-wide fundraising and agree to limit such site-specific fundraising to levels (as defined in section 7) that do not impair the community goal of promoting district-wide fundraising;
- 6) In addition, all officials, leaders, and administrators of the San Carlos Schools agree to cite and promote SCEF as the primary fundraising vehicle at their schools, and accordingly agree to provide SCEF with the means to effectively communicate with their respective parent communities;

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- 7) Each of the San Carlos Schools hereby agrees to a site-cap of \$100,000 in annual site-specific, tax-deductible fundraising (in the fiscal year from July 1 through June 30, with the exception of the first year which will begin as of the effective date) for their respective schools, subject to the following provisions. This site-cap of \$100,000 encompasses all fundraising net proceeds received for the benefit of a particular school, and includes, but is not limited to, revenues generated by the Parent Teacher Association (“PTA”), or the San Carlos Charter Learning Center Fundraising Association (“SCCLCFA”), for each school (“site-specific fundraising”); this site-cap, however, shall not apply to monies received from fee-for-service programs, the Silicon Valley Community Foundation: The San Carlos Charter Learning Center Fund (“the CLC Foundation”), funds raised entirely by students exclusively in support of student-controlled expenditures, and from grants from grant-making organizations. New donations into the CLC Foundation shall be included in annual site-specific fundraising, not including reinvestment of earnings from the endowment principal. In the spirit of the overall framework of this agreement and in order to support and strengthen district-wide fundraising, this \$100,000 level for site-specific fundraising should be regarded as a cap, not a goal;
- 8) While each San Carlos School is free to raise site-specific funds in excess of \$100,000, any amount so raised over \$100,000 shall be deducted from the allocation that would otherwise be received by that school from SCEF in the following fiscal year. By way of example, in the event that a school raises \$120,000 in a given fiscal year, its allocation from SCEF the following year would be reduced by \$20,000;
- 9) This site-cap is designed to ensure a baseline of funding that will go directly to each San Carlos School, and to discourage an overemphasis on site-specific fundraising to the detriment of district-wide fundraising;
- 10) Each of the San Carlos Schools agrees to be open and candid about the extent and amount of its site-specific fundraising, and shall provide reasonable access to accounting to ensure compliance with the guidelines herein. Donor privacy and other confidential information shall be respected, to the extent that such confidentiality restrictions have been requested by the donors;
- 11) The parties hereto recognize and will abide by the “staff/stuff” policy. That is, fundraising in support of “staff” (*i.e.*, personnel and instructors) shall be the exclusive domain of SCEF; fundraising for “stuff” (*i.e.*, everything that is not “staff”) may be undertaken either through site-specific fundraising or through SCEF;

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12) Additionally, the parties hereto agree that any MAJOR FUNDRAISER for site-specific fundraising will occur between July 1 and December 20 of each fiscal year. A MAJOR FUNDRAISER is defined to be any fundraising event that collectively raises, accounting for all subparts and associated payments, any amount over \$10,000;

13) All parties agree that all fundraisers must accurately state the beneficiary of the funds, be it SCEF or a particular school;

14) When concerns about compliance arise, leadership at SCEF and the San Carlos Schools should informally meet to discuss concerns about any possible violation of the letter or spirit of the guidelines, and to work in good faith to resolve the issues. If meeting informally has not resolved the issue(s), written notice shall be given to the San Carlos School, clearly explaining the perceived violation and describing what actions are requested to cure the issue(s). Subject to the above, SCEF has the authority to determine, at its discretion, whether the various San Carlos Schools are comporting with the letter and spirit of these guidelines; and

15) Compliance with all of these guidelines, including the School Site Fundraising Policy attached hereto, is a condition for receiving allocations of funds from SCEF. SCEF has the discretion to reduce the allocation that schools would otherwise receive from SCEF based on SCEF's determination that a school has not met its obligations herein. To the extent a school is disqualified from participating in SCEF due to violations of the guidelines herein, funds that are readily traceable to members of that school's community shall be redirected in the following fiscal year to that school.

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AMENDMENT.

This MOU may only be amended pursuant to a written agreement executed by all the Parties hereto.

TERM.

At the first PTA Coordinating Council (“PTA CC”) meeting of a school year, SCEF shall present the MOU for review. The parties hereto agree to discuss in good faith whether any modifications need to be made to the MOU. If there is a consensus that the MOU needs modification, SCEF will propose an amended MOU for approval by all parties hereto. Absent such modifications, the current MOU shall remain in force.

In the event that a party hereto wishes to withdraw from the MOU, it shall provide such notification within 2 weeks after the first PTA CC meeting of a school year.

ENTIRE AGREEMENT.

The terms and conditions of this MOU, together with the SCEF School Site Fundraising Policy attached hereto as Attachment A, represent the entire agreement of the Parties with respect to the subject matter of this MOU. The terms of the MOU shall control over the wording of the School Site Fundraising Policy. This written MOU shall supersede any and all prior agreements, oral or written, regarding the subject matter by and among the Parties hereto.

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IN WITNESS WHEREOF, THIS MEMORANDUM OF UNDERSTANDING HAS BEEN ENTERED INTO AS OF THE DATE OF THE LAST SIGNATURE BELOW (“EFFECTIVE DATE”):

Matt Kowitt
Chair, SCCLC Governance Council

Date

Chris Mahoney
Director, SCCLC

Date

Betsy Adams
President, SCCLCFA

Date

Sallie Gasparini
Co-President, SCEF

Date

Jennifer Kaufman
Co-President, SCEF

Date

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ATTACHMENT A

School Site Fundraising Policy - SCEF fundraising policy is as follows:

1. School sites will fundraise for items primarily in the categories “Supplemental Events and Programs” and “Supplemental Events and Grants.”
 - Examples: Art in Action, BUGS, hot lunch, assemblies, Multicultural Days, parent education, field trips.
2. School sites will not hold a fundraising event that includes an auction component, raffle, direct ask, or any other component that directly competes with a SCEF fundraising event.
3. School sites will not solicit business donations (*cash or in-kind*) other than from parents of their specific school site.
 - Exception: businesses that have an “unlimited” ability to make in-kind donations valued at \$50, or less, e.g., Starbuck’s, Safeway, Trader Joe’s.
4. School site representatives can contact the PTA CC Fundraising Chair, or the San Carlos Educational Foundation (SCEF) President, if they want guidance about a fundraising action they are considering.
5. School sites will direct those who wish to make large cash donations to SCEF.
 - “Have you considered donating to SCEF?”
6. School site representatives and school Fundraising Chairs will inform parent volunteers of PTA CC Fundraising Policy.
7. School sites and PTA CC will support SCEF education and fundraising activities.

Adopted by the SCEF Board on June 8, 2010.

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