

**Santa Monica-Malibu Unified School District  
Board of Education Meeting  
UPDATE TO THE AGENDA**

**November 15, 2012**

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**EDIT:** Language in the agreement (*pages 2-2n of this update*)

**INFORMATION ITEMS**

SW

TO: BOARD OF EDUCATION

DISCUSSION

11/15/12

FROM: SANDRA LYON

UPDATE

RE: CONSIDER ADOPTING MASTER AGREEMENT BETWEEN THE SANTA MONICA-MALIBU EDUCATION FOUNDATION (SMMEF) AND THE SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT (SMMUSD)

DISCUSSION ITEM NO. D.01

It is recommended that the Board of Education consider adopting the Master Agreement between the Santa Monica-Malibu Unified School District and the Santa Monica-Malibu Education Foundation.

COMMENTS: This agreement was developed by examining the master agreements used by education foundations and school districts throughout the state of California. It has been revised to meet the needs of SMMEF and SMMUSD in establishing the newly defined relationship as part of the Board of Education's adoption of the revised BP 3290 Acceptance of Gifts and to meet the purpose and timeline for the newly established policy.

## **SANTA MONICA-MALIBU EDUCATION FOUNDATION**

### **Master Agreement Between the Santa Monica-Malibu Education Foundation (SMMEF) and the Santa Monica-Malibu Unified School District (SMMUSD)**

#### **Introduction**

The Santa Monica-Malibu Education Foundation was formed in 1982. The mission of SMMEF is to provide community and corporate funding in support of public education for the students in the Santa Monica-Malibu Unified School District.

SMMEF is a separate 501(c)(3) nonprofit organization with a volunteer Board of Directors governing it and a professional staff managing it. Even though SMMEF is independent from SMMUSD, it is essential that the two organizations work closely to establish funding priorities, determine feasibility and sustainability of programs, educate the community about the schools and report results on joint programs.

This Master Agreement provides a framework under which present and future leaders of SMMEF and SMMUSD will participate with one another in a mutually beneficial partnership.

## **SANTA MONICA-MALIBU EDUCATION FOUNDATION**

### **Master Agreement Between the Santa Monica-Malibu Education Foundation (SMMEF) and the Santa Monica-Malibu Unified School District (SMMUSD)**

#### **Section One: SMMEF Allocations to SMMUSD**

##### **Process for Determining Funding Priorities, Commitments and Allocations**

**Background:** SMMEF has supported a variety of programs within SMMUSD for a number of years. These programs are funded by SMMEF with personnel hired by SMMUSD. No policy has existed at either SMMEF or SMMUSD governing the determination of funding priorities. Consequently, no process has been formalized to determine the greatest needs in the District and the capacity of SMMEF to meet those needs. This policy and process is designed to keep intact the proper roles of the School Board as the policy-makers for SMMUSD and for SMMEF as a major partner in support of jointly determined priorities. Following is the agreement and process for determining funding priorities, commitments and allocations.

##### **Policy:**

- SMMEF provides funding solely for programs and activities in partnership with SMMUSD. No funding is provided to outside organizations or educational institutions
- SMMEF and SMMUSD agree to emphasize and prioritize funding for multi-year, district-wide needs
- SMMUSD agrees to accept charitable cash contributions for district-wide needs and programs only through direct giving to the district and through SMMEF
- SMMEF will only provide funding for SMMUSD programs and activities after a staff recommendation to the BOE has been approved
- SMMUSD agrees to participate in an annual process in partnership with SMMEF to recommend funding priorities
- SMMEF will establish its funding commitment to SMMUSD in accordance with an agreed upon timeline; SMMEF only commits what it raised in the prior year
- Special funding requests outside the annual process will require the SMMUSD Board of Education approval and presentation as a formal request to SMMEF at least ninety days prior to when the funding is needed
- SMMEF will decide on all funding requests from SMMUSD within ninety days of receiving a formal request
- SMMUSD agrees to provide SMMEF with the information necessary to determine appropriate levels of support for the prioritized programs and activities

**Process:**

To determine the funding priorities and commitments for the subsequent school year, the following steps shall be taken annually:

1. In May:
  - SMMEF and SMMUSD shall hold a preliminary discussion regarding possible funding priorities
  - The Superintendent shall present the funding priorities to the Superintendent's Advisory Committee for discussion
  - SMMEF shall consider funding priorities and capacity to fund them
2. By October, the SMMUSD staff will present proposed District funding priorities to the Board of Education
3. By January, the Superintendent of Schools and SMMEF leadership representatives shall convene and develop a tentative agreement on priorities that SMMEF has the capacity to fund
4. By February, SMMUSD considers the tentative agreement and presents a formal request of funding priority recommendations to SMMEF
5. By February, SMMEF establishes its funding commitment for the subsequent school year
  
- ~~1. In November, SMMEF and SMMUSD hold preliminary discussion regarding possible funding priorities~~
- ~~2. In November, the Superintendent will present the funding priorities to the Superintendent's Advisory Committee for discussion~~
- ~~3. In November, SMMEF considers funding priorities and capacity to fund them~~
- ~~4. By January/February, the SMMUSD staff will report proposed District funding priorities to the Board of Education~~
- ~~5. By March, the Superintendent of Schools and SMMEF leadership representatives shall convene and develop a tentative agreement on priorities that SMMEF has the capacity to fund~~
- ~~6. By May, SMMUSD considers the tentative agreement and presents a formal request of funding priority recommendations to SMMEF~~
- ~~7. By May, SMMEF establishes its funding commitment for the subsequent school year~~

Approvals:

Policy and process adopted by SMMUSD Board of Education: DATE

SMMUSD Board of Education shall adopt terms of the Master Agreement between SMMEF and SMMUSD, including SMMEF Allocations to SMMUSD: DATE

## SANTA MONICA-MALIBU EDUCATION FOUNDATION

### Master Agreement Between the Santa Monica-Malibu Education Foundation (SMMEF) and the Santa Monica-Malibu Unified School District (SMMUSD)

#### Section Two: Maintenance of Effort

**Background:** SMMEF has supported a variety of programs within SMMUSD for a number of years. These programs are funded by SMMEF with personnel hired by SMMUSD. No policy has existed at either SMMEF or SMMUSD governing the maintenance of effort on programs funded and/or managed by SMMEF. Consequently, no process has been formalized to determine the greatest needs in the District and the capacity of SMMEF to meet those needs. This policy and process is designed to keep intact the proper roles of the School Board as the policy-makers for SMMUSD and for SMMEF as a major partner in support of jointly determined priorities.

This policy is designed to insure sustainability of programs and a fair, appropriate and realistic sharing of responsibility between SMMUSD and SMMEF. Following is the policy governing the maintenance of effort on programs funded and/or managed by SMMEF in partnership with SMMUSD. For the purposes of this Agreement, “programs” are defined as any new initiative or service jointly undertaken by SMMEF and SMMUSD.

#### Policy:

- SMMEF provides funding solely for programs and activities in partnership with SMMUSD. No funding is provided to outside organizations or educational institutions
- All programs funded by SMMEF must be approved by both SMMEF and SMMUSD according to the Policy and Process for Determining Funding Priorities contained in this Master Agreement
- A plan for maintaining and sustaining programs funded and/or managed by SMMEF, in partnership with SMMUSD, must be developed prior to the approval of any new programs funded and/or managed by SMMEF. This plan must consider:
  - Evaluation of sustainability of existing programs
  - Evaluation of new program and effect of adopting new programs on existing programs
- The elements of this Maintenance of Effort Plan are:
  - Multi-year program cost projections
  - Specific funding responsibilities of both SMMEF and SMMUSD
  - Agreement to immediately meet to develop a contingency plan in the event that SMMEF or SMMUSD is unable to cover their respective funding responsibilities.

#### Approvals:

Policy and process adopted by SMMEF Board of Directors: DATE

SMMUSD Board of Education shall adopt terms of the Master Agreement between SMMEF and SMMUSD, including Maintenance and Effort: DATE

## **SANTA MONICA-MALIBU EDUCATION FOUNDATION**

### **Master Agreement Between the Santa Monica-Malibu Education Foundation (SMMEF) and the Santa Monica-Malibu Unified School District (SMMUSD)**

#### **Section Three: SMMEF Fund Distribution to SMMUSD**

##### **Background:**

SMMEF has supported a variety of programs within SMMUSD for a number of years. The partnership has resulted in two categories of programs:

- Category 1 Programs are funded by SMMEF and run by SMMUSD personnel, such as Dream Winds and Dream Strings and Olympic H.S. music classes
- Category 2 Programs are programs that are wholly run by SMMEF, such as Ed Ahead and Summer Adventure (in partnership with SMMPTA Council)

No policy has previously existed at either SMMEF or SMMUSD governing the determination of fund distribution between the two entities. This policy and process is designed to specify the means by which funds will be disbursed from SMMEF to SMMUSD in support of jointly determined priorities and program plans. Following is the policy and process governing Fund Distribution.

##### **Policy:**

The following general policies apply to all programs, Categories 1 & 2:

- Any and all donations to SMMUSD must be approved by the SMMEF Board of Directors prior to fund distribution
- SMMEF will distribute bill payment to SMMUSD within ninety days of receiving an invoice or request in writing, unless an alternative timeframe is otherwise explicitly agreed to by both parties in writing
- SMMUSD agrees to waive fees for use of facilities by SMMEF programs, provided that programs do not require additional SMMUSD staff. In the event that additional staff are required for operation of such programs, SMMEF will pay SMMUSD for the cost of employing such staff at a rate agreed upon in advance by both parties

#### **Category 1 Programs**

The following policies apply to all Category 1 Programs:

- SMMEF donates monies to SMMUSD for Category 1 programs in accordance with the priorities and amounts established during the fund allocation process described previously in section one of this agreement
- SMMEF, in conjunction with SMMUSD, will determine a timeline for distribution of this donation to SMMUSD
- SMMUSD will report the results of Category 1 Program donations to SMMEF at least one time per year. Such reporting will include general financial accounting information, as well as program-specific data

## **Category 2 Programs**

The following policies apply to all Category 2 Programs:

- Category 2 Programs involve collection of participation fees by SMMEF
- Fund distribution for Category 2 Programs involve payment of costs and usually includes a donation component
- SMMUSD agrees to provide SMMEF with the information necessary to determine SMMEF's cost factors to be included in the fee structures for fee-based programs
- SMMEF is responsible for setting the fee structure for Category 2 programs

### **Process:**

The process for determining the funding priorities and commitments for the subsequent school year, described previously in section one of this agreement "SMMEF Allocations to SMMUSD," will define the procedures for distributing funds.

### **Approvals:**

Fund Distribution Policy and Process adopted by SMMEF Board of Directors: DATE

SMMUSD Board of Education shall adopt terms of the Master Agreement between SMMEF and SMMUSD: DATE



## **SANTA MONICA-MALIBU EDUCATION FOUNDATION**

### **Master Agreement Between the Santa Monica-Malibu Education Foundation (SMMEF) and the Santa Monica-Malibu Unified School District (SMMUSD)**

#### **Section Four: Agreement Relating to Program Evaluation and Reporting**

##### **Background:**

The purpose of the Partnership Agreement Relating to Program Evaluation and Reporting is to establish policies and processes for ensuring effective and marketable SMMUSD-SMMEF programs through annual accountability measures. In light of limited resources and competing needs within SMMUSD, both SMMUSD and SMMEF have a mutual interest in ensuring that programs funded are of significant value, and that the relative effectiveness of programs can be ascertained. Program evaluation activities involve clarifying program goals and objectives, identifying appropriate outcomes, developing systems for measuring outcomes and reporting results to program and other stakeholders. Evaluation results will be used to inform the discussion of funding priorities annually.

In addition, SMMEF must be able to demonstrate to stakeholders that its annual donations to SMMUSD are measurable and beneficial to the students, teachers and others. Measuring progress toward goals through an annual evaluation process is critical for improving effectiveness and enhancing SMMEF's ability to communicate the value of programs to donors and other stakeholders.

##### **Policy:**

- All SMMEF funded programs will be reviewed annually, in accordance with the timeframes and approvals outlined in Section One of this agreement.
- Quantitative and/or qualitative data may be used to review programs.

##### **Process:**

###### **Category 1 Programs**

SMMUSD representatives will develop appropriate evaluation guidelines for collecting data and reporting results to the SAC, SMMEF Board of Directors and the BOE. This will be done annually and results will be used to determine priority funding for the subsequent school year.

###### **Category 2 Programs**

For Category 2 Programs, working committees will be formed annually specific to each program for the purpose of identifying program goals and outcomes, deciding on appropriate indicators and determining the data collection methods and/or instruments to be used. Participants will include the Chair(s) of the program, the Program Committee Chair, SMMEF staff and SMMUSD staff, as appropriate. The SMMEF staff person in charge of programs will manage these workgroups and oversee the collection and reporting of data to and from SMMEF and SMMUSD, in collaboration with SMMEF's Executive Director.

**Timeline:**

SMMUSD will provide data related to Category 1 Programs to SMMEF no later than the end of September of each year for the previous fiscal year, unless otherwise agreed in advance for specific programs.

SMMEF will report the results of Category 2 Programs to SMMUSD no later than the end of September of each year for the previous fiscal year, unless otherwise agreed in advance for specific programs.

**Approvals:**

Program Evaluation and Reporting Process adopted by SMMEF Board of Directors:  
DATE

SMMEF and Board of Education shall report terms of the Master Agreement  
between SMMEF and SMMUSD, including Program Evaluation and Reporting: DATE

## **SANTA MONICA-MALIBU EDUCATION FOUNDATION**

### **Master Agreement Between the Santa Monica-Malibu Education Foundation (SMMEF) and the Santa Monica-Malibu Unified School District (SMMUSD)**

#### **Section Five: Formalized Communications**

##### **Background:**

SMMEF and SMMUSD work jointly on a variety of programs and activities. It is vital that communication between SMMEF and SMMUSD, both formally and informally, is carried out clearly, efficiently and in a spirit of cooperation. It is also important that communication to the media and the public concerning joint SMMUSD/SMMEF projects is developed cooperatively and accurately. Following is the policy governing formalized communication and media.

##### **Policy:**

- All press releases, media inquiries or other communications with the press concerning joint SMMEF/SMMUSD programs or activities will be reviewed and approved prior to release by designated representatives from both SMMEF and SMMUSD
- At no time shall members of SMMEF's staff or Board of Directors or committees represent themselves as speaking on behalf of SMMUSD to the press or community at large unless requested to do by SMMUSD
- At no time shall SMMUSD staff, BOE or committee members represent themselves as speaking on behalf of SMMEF to the press or community at large unless requested to do so by SMMEF
- All media and marketing plans related to joint SMMEF/SMMUSD programs and activities must be developed cooperatively by designated representatives of both SMMEF and SMMUSD
- A SMMEF representative shall provide an update at a regularly scheduled meeting of the SMMUSD Board of Education quarterly

##### **Approvals:**

Policy and process adopted by SMMEF Board of Directors: DATE

SMMEF and Board of Education shall report terms of the Master Agreement between SMMEF and SMMUSD, including Formalized Communication: DATE

## **SANTA MONICA-MALIBU EDUCATION FOUNDATION**

### **Master Agreement Between the Santa Monica-Malibu Education Foundation (SMMEF) and the Santa Monica-Malibu Unified School District (SMMUSD)**

#### **Section Six: Use of Data and Shared Information**

##### **Background:**

SMMEF and SMMUSD share data and information on a variety of programs and activities. It is important that data is used in accordance with all applicable privacy laws and SMMEF and SMMUSD policy. Further, SMMEF and SMMUSD have a responsibility to protect the personal information of students, parents, volunteers and donors. Following is the policy governing SMMEF's and SMMUSD's use of data and shared information.

##### **Policy:**

- Each year, SMMUSD will provide to SMMEF the master parent database and alumni database for use in SMMEF fundraising, program and community education activities
- SMMEF shall not use the SMMUSD parent database or alumni database for any purpose other than fundraising solicitation, program-related communications and community education activities
- SMMEF is prohibited from selling or in any manner providing any outside party with the SMMUSD parent database or alumni database
- SMMUSD may use SMMEF's logo only in response to a written request and approval by SMMEF
- SMMEF may use SMMUSD's logo only in response to a written request and approval by SMMUSD
- SMMUSD may not use any representation of SMMEF's corporate donors without the prior consent of SMMEF
- All SMMEF use of district-wide voice-messaging systems must be pre-approved by SMMUSD administration
- SMMEF and SMMUSD will each maintain a link on the home page to the other's website at all times
- SMMUSD must consult with SMMEF before seeking corporate funding to avoid duplication of effort

##### **Approvals:**

Policy and process adopted by SMMEF Board of Directors: DATE

SMMUSD Board of Education shall adopt terms of the Master Agreement between SMMEF and SMMUSD, including Use of Data and Shared Information: DATE

## SANTA MONICA-MALIBU EDUCATION FOUNDATION

### Master Agreement Between the Santa Monica-Malibu Education Foundation (SMMEF) and the Santa Monica-Malibu Unified School District (SMMUSD)

#### Section Seven: Lobbying and Advocacy

##### Background:

State and Federal budget cuts and changes in educational policy dramatically impact SMMUSD budget and programming. These factors also play a large role in determining the level of support expected from private resources through SMMEF. Both SMMEF and SMMUSD have a vested interest in making sure that lobbying and advocacy strategies are coordinated, consistent and effective in achieving a positive benefit for SMMUSD's students. At times, each organization may advocate or lobby individually for or against public policy issues affecting them. For instance, some public policy issues affecting the management of non-profit organizations are within the purview of SMMEF and of little concern to SMMUSD. However, SMMEF and SMMUSD should strive to coordinate all advocacy and lobbying activities around educational policy. Following is SMMUSD's and SMMEF's policy on joint lobbying and advocacy activities.

##### Policy:

- SMMEF will maintain two ex officio positions on its Board of Directors for School Board Liaisons chosen annually by the SMMUSD Board of Education
- SMMEF will maintain an ex officio position on its Board of Directors for the SMMUSD Superintendent
- SMMEF will not endorse any candidate for the SMMUSD Board of Education

##### Approvals:

Policy and process adopted by SMMEF Board of Directors: DATE

SMMUSD Board of Education shall adopt terms of the Master Agreement between SMMEF and SMMUSD, including Lobbying and Advocacy: DATE

## **SANTA MONICA-MALIBU EDUCATION FOUNDATION**

### **Master Agreement Between the Santa Monica-Malibu Education Foundation (SMMEF) and the Santa Monica-Malibu Unified School District (SMMUSD)**

#### **Section Eight: Donor Relations**

##### **Background:**

Funding through SMMEF to SMMUSD comes in many forms and from thousands of individual, corporate, community and governmental donors. To avoid confusion and to promote a unified message, it is important that SMMEF and SMMUSD agree on a set of guidelines regarding donor relations. Following is the policy governing donor relations.

##### **Policy:**

- SMMEF shall assume primary management responsibility for donor contact, solicitation, acknowledgement, relationship building and other fundraising strategies, means and methods
- SMMUSD shall provide SMMEF with access to the Superintendent, School Board Members and SMMUSD staff for the purposes of introduction, information, clarification and relationship building with donors
- SMMUSD will consult with SMMEF prior to contacting donors or potential donors regarding their contribution to SMMEF
- SMMUSD will hold meetings with donors to SMMEF regarding their contribution only with a representative of SMMEF present.

##### **Approvals:**

Policy and process adopted by SMMEF Board of Directors: DATE

SMMUSD Board of Education shall adopt terms of the Master Agreement between SMMEF and SMMUSD, including Donor Relations: DATE

## **SANTA MONICA-MALIBU EDUCATION FOUNDATION**

### **Master Agreement Between the Santa Monica-Malibu Education Foundation (SMMEF) and the Santa Monica-Malibu Unified School District (SMMUSD)**

#### **Section Nine: Representation**

##### **Background:**

SMMEF and SMMUSD have a vested interest in serving in official and informal capacities on joint committees, Board, planning/advisory bodies. Following is the policy governing SMMEF's and SMMUSD's representation on one another's Board, committees and planning/advisory bodies.

##### **Policy:**

- On an annual basis, SMMUSD's Board of Education will appoint two School Board members to serve as liaisons and serve in an ex officio capacity on SMMEF's Board of Directors
- SMMEF will include SMMUSD's Superintendent and SMMUSD's School Board liaisons on all strategic planning committees
- SMMUSD will designate a spot for at least one SMMEF representative on all district-wide strategic planning committees

##### **Approvals:**

Policy and process adopted by SMMEF Board of Directors: DATE

SMMUSD Board of Education shall adopt terms of the Master Agreement between SMMEF and SMMUSD, including Representation: DATE

## **SANTA MONICA-MALIBU EDUCATION FOUNDATION**

### **Master Agreement Between the Santa Monica-Malibu Education Foundation (SMMEF) and the Santa Monica-Malibu Unified School District (SMMUSD)**

#### **Section Ten: Amendment of Master Agreement**

##### **Background:**

From time to time it may become necessary to amend this Master Agreement. Following is the policy and process governing amendment of the Master Agreement between SMMEF and SMMUSD.

##### **Policy:**

- Amendment of this Master Agreement requires approval of both SMMUSD and SMMEF
- Recommended amendments can originate from either SMMEF or SMMUSD at any time

##### **Process:**

1. Either SMMUSD's Superintendent or SMMEF's Executive Director/CEO submits a recommended amendment(s) to SMMEF
2. SMMEF discusses the amendment(s) and, if approved, forwards to the SMMUSD Board of Education for approval at its next regular meeting.
3. SMMUSD School Board discusses the amendment(s) with any recommended changes forwarded back to SMMEF for its consideration
4. SMMEF approves any revisions
5. SMMUSD adds amendment(s) to the agenda within sixty days of approval by SMMEF
6. SMMUSD Board of Education approves amendment(s)
7. Updated versions of the Master Agreement are circulated to the SMMEF and the SMMUSD Board of Education and management staff within 30 days of amendment

##### **Approvals:**

Policy and process adopted by SMMEF Board of Directors: DATE

SMMUSD Board of Education shall adopt terms of the Master Agreement between SMMEF and SMMUSD, including Amendment of Master Agreement: DATE