

# Exhibit F11-01

## FISCAL SPONSORSHIP AGREEMENT

This Fiscal Sponsorship Agreement (Agreement) is made by and between THE ED FUND (Sponsor), and IVY LEAGUE CONNECTION (Project). Sponsor is a California nonprofit public benefit corporation located in Richmond, California, qualified as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code (IRC) and classified as a public charity under IRC Sections 509(a)(1) and 170(b)(1)(A)(vi). Project is an unincorporated nonprofit association established to promote the college going culture in the high schools in West Contra Costa County.

### RECITALS

A. The Sponsor Board of Directors has approved the establishment of a restricted fund to receive donations of cash and other property designated for support of the Project and to make disbursements in furtherance of the Project's mission to promote the college going culture in the high schools in West Contra Costa County. Currently, the principal office of the Project is located in Richmond, California.

B. Sponsor desires to act as the fiscal sponsor of the Project, by receiving assets and incurring liabilities identified for the Project beginning on the effective date as defined in Paragraph 1 (see below), and using them to pursue the objectives for which the Project is being established, which Sponsor's Board has determined will further its charitable and educational goals. The Project desires to manage the Project on behalf of Sponsor.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

**1. Term of Agreement.** Sponsor assumed operation of the Project on October 17, 2009. Sponsor continues to assume operation of the Project, which operation shall continue in effect unless and until terminated as provided herein.

**2. Project Activities and Sponsorship Policies.** All community programs, public information work, fundraising events, processing and acknowledgment of cash and noncash revenue items, accounts payable and receivable, negotiation of leases and contracts, disbursement of Project funds (including grants), and other activities conducted by the Project shall be the ultimate responsibility of Sponsor and shall be conducted in the name of Sponsor, beginning on the effective date. Unless otherwise agreed, and subject to their consent, all personnel to be compensated for working on the Project shall become at-will employees of Sponsor on the effective date and shall be subject to the same personnel policies and benefits as are required by law to apply to all employees of Sponsor. The parties shall abide by the Administrative Terms and Policies of Sponsor set forth on the attached Exhibit 1, which Sponsor may amend from time to time without the consent of the Project and which include administrative fees, interest, and charges for extra services, to be paid to the general fund of Sponsor from the restricted fund described in Paragraph 4 below. Unless otherwise agreed, any tangible or intangible property, including intellectual property, such as copyrights, obtained from third parties or created in connection with the Project shall be the property of Sponsor while this Agreement is in effect.

**3. Delegation.** As of the effective date, management of the program activities of the Project is delegated by Sponsor Board of Directors to the Project, subject to the ultimate direction of Sponsor Board. The Project is overseen by a group of individuals that serves as a subordinate body to Sponsor Board and as an integral part of Sponsor. In matters governed by this Agreement: (a) the Project's separate legal existence as an unincorporated nonprofit association will be solely for the limited purpose of holding, exercising, and enforcing the contractual duties and obligations Sponsor may owe to the Project under this Agreement, and (b) those participating on the Project shall serve as individuals only, not as representatives or agents of any funding source, employer, or any party other than Sponsor.

**4. Restricted Fund / Variance Power.** Beginning on the effective date, Sponsor shall place all gifts, grants, contributions, and other revenues received by Sponsor for the purposes of the Project into a restricted fund to be used for the sole benefit of the Project's mission as that mission may be defined by

the Project from time to time with the approval of Sponsor. Sponsor retains the unilateral right to spend such funds so as to accomplish the purposes of the Project as nearly as possible within Sponsor's sole judgment, subject to any donor-imposed restrictions, as to purpose, on the charitable use of such assets. The parties agree that all funds and the fair market value of all property, in the restricted fund be reported as the income of Sponsor, for both tax purposes and for purposes of Sponsor's financial statements. It is the intent of the parties that this Agreement be interpreted to provide Sponsor with variance powers necessary to enable Sponsor to treat the restricted fund as Sponsor's asset in accordance with Statement No. 136 issued by the Financial Accounting Standards Board, while this Agreement is in effect.

**5. Liability, Indemnification and Insurance.** Project agrees to hold Sponsor harmless for any liability incurred as a result of Project's acts, omissions, and negligence. Further, Project agrees to indemnify Sponsor and secure liability insurance naming the Sponsor as an additional insured.

**6. Performance of Charitable Purposes.** All of the assets received by Sponsor under the terms of this Agreement shall be devoted to the purposes of the Project, within the tax-exempt purposes of Sponsor. Expenditures for any attempt to influence legislation within the meaning of IRC Section 501(c)(3) shall be subject to limitations imposed by Sponsor. Sponsor shall not use any portion of the assets to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3). Sponsor has determined, based on the advice of tax-exempt legal counsel, that the restricted fund is not a donor-advised fund within the meaning of IRC Section 4966(d) (2) as presently interpreted under federal tax authorities.

**7. Meal, Travel, Lodging and Entertainment Expenses.** The Ed Fund's policies on meals, travel, lodging, etc. apply to all fiscal projects. The policy is incorporated by reference herein and is attached to this document as Exhibit 2. Expenses incurred for meals, travel and entertainment will be reimbursed for actual documented meal expenses (i.e. with proper and original receipts). Reasonable meal, travel and entertainment expenses shall be reimbursed, unreasonable meal, travel, lodging and entertainment expenses shall not be reimbursed beyond the reasonable portion. Suggested meal expense guidelines per individual are: \$71 per day, or breakfast \$15, lunch \$20 and dinner \$36. Suggested travel expense guidelines per individual are: \$450.00 round trip ticket. Suggested lodging guidelines are: \$185.00 per night stay. Expenses incurred that exceed the suggested guidelines may not be reimbursed beyond the suggested guideline portion of the expense.

**8. Alcohol.** Although not prohibited, the use and consumption of alcohol during program hours, events, or functions is strongly discouraged. Alcohol expenses shall not be reimbursed from program funds.

**9. Fingerprinting.** Project shall have all individuals associated with Project's work fingerprinted in accordance with WCCUSD fingerprinting policies and procedures prior to commencing any work under this agreement. Project shall submit proof of fingerprinting to Sponsor and no individual shall be allowed to participate in any work under this agreement until fingerprinting has been duly approved by Sponsor and the WCCUSD.

**10. Minors.** Project is responsible for the safety of minors in its care. Accordingly, Project shall ensure that minors are chaperoned at all times and that all chaperones are fingerprinted as noted in section 9 above. Chaperones shall also observe and follow all federal, state, local laws and WCCUSD district regulations regarding the care of minors.

**11. Termination.** This Agreement shall terminate when the objectives of the Project can no longer reasonably be accomplished by Sponsor. If the objectives of the Project can still be accomplished but either the Project or Sponsor desires to terminate Sponsor's fiscal sponsorship of the Project, the following understandings shall apply. Either Sponsor or the Project may terminate this Agreement on 90 days' written notice to the other party, so long as another nonprofit organization acceptable to the Project is found that is tax-exempt under IRC Section 501(c)(3), is not classified as a private foundation under

Section 509(a) (a Successor), and is willing and able to sponsor the Project. (As used in this Paragraph 6, the word "able" shall mean that the Successor has charitable purposes compatible with the purposes of the Project and has the financial and administrative capacity to competently manage the Project.) The balance of assets in Sponsor's restricted fund for the Project, together with any other tangible and intangible assets held and liabilities incurred by Sponsor in connection with the Project, shall be transferred to the Successor at the end of the notice period or any extension thereof, subject to the approval of any third parties that may be required. If the Project has formed a new organization qualified to be a Successor as set forth in this Paragraph, such organization shall be eligible to receive all such assets and liabilities so long as it has received a determination letter from the Internal Revenue Service, indicating that such qualifications have been met, no later than the end of the notice period or any extension thereof. If no Successor is found, Sponsor may dispose of the Project assets and liabilities in any manner consistent with applicable tax and charitable trust laws. Either party may terminate this Agreement, based upon a material breach of this Agreement by the other party, by giving 30 days' written notice to the other party, or any Project assets and liabilities shall be disposed of at the end of the notice period in a manner consistent with the provisions stated above in this Paragraph.

12. **Miscellaneous.** In the event of any controversy, claim, or dispute between the parties arising out of or related to this Agreement, or the alleged breach thereof, the prevailing party shall, in addition to any other relief, be entitled to recover its reasonable attorneys' fees and costs of sustaining its position. Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision. This Agreement shall be interpreted and construed in accordance with the laws of the State of California applicable to contracts to be performed entirely within such State. Time is of the essence of this Agreement and of each and every provision hereof. The failure of Sponsor to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights.

13. **Entire Agreement.** This Agreement constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. All Exhibits hereto are a material part of this Agreement and are incorporated by reference. This Agreement, including any Exhibits hereto, may not be amended or modified, except in a writing signed by all parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Fiscal Sponsorship Agreement as of the effective date set forth in Paragraph 1 above.

**The Ed. Fund**

By: Joel T. Mackey  
Joel T. Mackey, Executive Director

Dated: June 10, 2013

**Project**

By: Madeline Kronenberg  
Madeline Kronenberg

Dated: 6/10, 2013

## FISCAL SPONSORSHIP AGREEMENT – EXHIBIT 1

### A. Donations

1. Sponsor charges an 8.0% Administrative Fee on all donated and earned revenue received on behalf of the Project.
2. All funds for deposit are to be made to Sponsor. Project must provide a note or memo indicating the project or purpose for which the money was given. Sponsor will deposit all funds in a timely manner (i.e. within five days of receiving Project's funds).
3. Sponsor will maintain a database of donor information and funds received on behalf of the Project. Project is responsible for acknowledging receipt of all donations within a timely manner.
4. Any grants applied for by the Project require prior review and approval by Sponsor. Project will submit copies of any interim and final grant reports required by Grantor, to Sponsor, and any grant change requests or evaluations for which Sponsor is the Fiscal Sponsor.

### B. Disbursements

1. Sponsor will not disburse any funds without receiving a completed Check Request Form signed by Project director, providing purpose of the disbursement and complete information on payee. Original receipts, invoices or statements must accompany all requests for disbursement.
2. All disbursements will be made within 14 days of receiving completed Check Request forms from Project.

### C. Accountability

1. Before renewal of the Fiscal Sponsor Agreement each year, Project will:
  - a) *Submit a report showing how the funds were used during the current year, and goals accomplished towards its purpose;*
  - b) *Submit a budget for the coming fiscal year and a brief summary of its goals and objectives for the coming fiscal year.*
2. Sponsor will manage all accounting duties for Project, including providing monthly financial reports to Project; managing any payroll reporting requirements; calendar year end reporting requirements.
3. If additional services are requested by Project, over and above those that are part of this Agreement, Sponsor may, at its discretion, charge an additional fee for such services.

## Travel and Meal Policies Approved on May 28, 2013

### EXHIBIT 2

#### The Ed Fund's policies on travel, expense and accounting related matters

These policies have been established and approved:

- To ensure uniform guidelines and procedures for the entire organization and its fiscal projects.
- To ensure that all employees and fiscal projects have a clear and consistent understanding of policies and procedures for credit/debit card use and reimbursement.
- To ensure that the proper environment exists to
  - Safeguard the Ed Fund's financial resources
  - Accurately report expenses
  - Ensure that all expenses are approved
  - Provide timely payment and/or reimbursement of expenses

We expect that everyone associated (i.e. employees and fiscal projects) with the Ed Fund will spend the Ed Fund's money in an ethically, legally and fiscally appropriate manner. For any circumstance not explicitly covered in this policy, it is expected that everyone associated with the Ed Fund will exercise professional judgment regarding the expenditure of Ed Fund monies. Violation of any travel, expense and accounting policies contained herein may result in disciplinary action, up to and including immediate termination. Employees are expected to inform the Executive Director, or Board President upon learning of a violation in policy. The Executive Director and/or Board of Directors will make the determination as to the appropriate disciplinary action.

#### Expenditure Policies and Protocols

##### Travel Expenses

The Ed Fund believes that safe and timely travel is a key part of our work in fulfilling our mission. We believe that we should be frugal with our travel spending in order to invest more in our programs.

##### Meals for Individuals While Traveling

Individual meals are defined as meal expenses incurred by the individual traveler when on an out-of-town business trip. Individual meal expenses will be reimbursed according to actual and reasonable cost. Travelers will not be reimbursed for individual meals when in their home city or area.

Travelers will be reimbursed for actual documented meal expenses (i.e. with proper and original receipts). Reasonable judgment shall be exercised regarding the total meal expense. Unreasonable meals will not be reimbursed.

- Expenses are not to exceed: \$71 per day (e.g. \$15 for Breakfast, \$20 for Lunch, and \$36 for Dinner)
  - If room service is necessary, expenses are not to exceed: \$20 for Breakfast, \$25 for Lunch, and \$40 for Dinner.

##### Booking a Flight

Research all possible airlines and fares for the best option. To the extent possible, book flights at least two weeks in advance for the best rates.

Book the flight through a low-price website (e.g. Orbitz, Travelocity, Expedia, etc.) and/or a low-price airline (e.g. Jet Blue, Southwest, etc.). If you believe the flight rates are too high elsewhere or depending on the circumstance, you may also contact a travel agent to make arrangements,

##### Flights

Travelers will be reimbursed for actual cost of Coach/Economy Class airfare.

##### Preferred Flight Rate

Up to \$450.00 per destination for a roundtrip ticket (including tax, charge fees, agent's fees)

##### Maximum Flight Rate

\$600.00 per destination (including tax, charge fees, agent's fees, refunded tickets)

## Travel and Meal Policies Approved on May 28, 2013

*A managing director or the executive director must approve flight costs exceeding \$600.00. If someone is not available and your travel is time-sensitive, use your best judgment.*

Note: When booking flights for program sessions or in-person interview days refer to your specific program budget, which is typically also \$450.00 per flight (including tax, charge fees, agent's fees). Individual flight costs may exceed \$450.00 (or the specific amount in your budget) as long as the total costs for airfare do not exceed the total budget for airfare. Operations and Outreach Associates/Managers should track the overall flight costs to make sure they are staying within the budget parameters and notify the appropriate manager for approval if they are at risk of exceeding the budget.

### Booking a Hotel

To the extent possible, book hotel rooms *at least* two weeks in advance for the best rates. To reserve or purchase a hotel room, use the credit card of the person traveling.

Hotels can be booked through various websites (e.g. Orbitz, Hotels.com, Priceline, etc.).

### Hotels

Travelers will be reimbursed for actual hotel room costs under the following guidelines:

#### Preferred Room Rate

Up to \$185.00 per night room rate

#### Maximum Room Rate

\$200.00 per night room rate (all cities excluding New York City and Los Angeles)

*The executive director must approve hotel daily room rates exceeding \$200.00 (not including taxes).*

\$250.00 per night room rate (New York City and Los Angeles)

*The executive director must approve hotel daily room rates exceeding \$250.00 (not including taxes).*

### Business Meals

Business Meals are defined as meals taken with external consultants or potential consultants, employees, during which a specific business discussion or meeting takes place. Employees will be reimbursed for business meal expenses according to actual and reasonable costs.

#### Employee Business Meals - Onsite

Employees will be reimbursed for reasonable actual documented meal expenses (i.e. with proper and original receipts) for on-site group meals under the following guidelines:

- The cost per person of group meals should be reasonable. Expenses are not to exceed: Breakfast \$15, Lunch \$20 and Dinner \$30.

All other on-site group meals that are outside these guidelines must be approved in advance by the Executive Director.

#### Employee Business Meals - Offsite

Employees will be reimbursed for actual documented meal expenses (i.e. with proper and original receipts). Reasonability should be exercised regarding the total meal expense; unreasonable meal expenses will not be reimbursed.

Employees may be reimbursed for business-related meals taken with other employees only if one of the following circumstances applies:

- When, for confidentiality reasons, business must be conducted off company premises.
- When authorized by the employee's supervisor or manager for testimonial reward, recognition or other appropriate business purpose.

### Rental Cars

Travelers will be reimbursed for actual and reasonable rental car expenses.

#### Rental Car Guidelines

- Rental cars should be Economy Class unless a larger vehicle is required to transport more people.

### Travel and Meal Policies Approved on May 28, 2013

- Rental Rates should not be more than \$35-\$55 per day, depending on location.
- The daily rental rate does not include the cost of tax and insurance.
- Purchase insurance coverage for the rental car (loss damage) and liability offered at the counter.
- If staff will be traveling extensively via rental car, consider in-vehicle navigational system.
- Always fill up the gas tank before returning the rental car.
- When picking up a rental car, travelers should check with the rental car customer service representative for any promotional rates, last-minute specials or free upgrades.
- At the time of rental, the car should be inspected and any damages found should be noted on the contract before the vehicle is accepted.

Should an accident occur while driving a rental car, travelers should immediately contact:

- The Ed Fund (Executive Director and HR Manager)
- The rental car company
- Local authorities, as required

#### Tipping

The Ed Fund will reimburse for reasonable tips. In general, the following guidelines apply:

- Taxi/Driver: 10% of fare (with rounding)
- Luggage: Curb side service or hotel porter \$1 per bag
- Room delivery (other than meals): \$1/fax or other item
- Valet: \$2

Tips for maid service will not be reimbursed.

#### Tipping

Where appropriate, reasonable tips included on meal receipts will be reimbursed, but should generally not exceed 15% (rounding is acceptable). Extenuating circumstances will be considered, but any tips considered excessive will not be reimbursed. Please note that gratuity may already be included in the total bill for large groups and therefore no additional gratuity should be added.

Tipping for room service will also be reimbursed but should generally not exceed 10%. If gratuity for the delivery person is included in the total bill, no additional gratuity should be added.

#### Combining Personal and Business Travel

Personal/vacation travel may be combined with business travel, provided:

- Documentation is submitted to support there no additional costs incurred by the organization. When flight destinations or times are changed for personal reasons, a comparable itinerary for an all-business flight must be included. The Ed Fund will reimburse the lower of the two.
- Adequate documentation is provided on commingled receipts and in the expense report to segregate personal from business expenses. For example:
  - Hotel costs are allocated between personal and business use based on length of stay.
  - Rental car costs are allocated between personal and business use based on days of use.
  - Deductions for meals paid for personal guests; however, travelers should avoid paying for non-business guest meals during business travel.
- Approval from the traveler's manager is obtained.

#### Phone:

Employees should use their cell phones for all phone calls while traveling. For reimbursement policy of cell phone usage, please refer to the Cell Phone Policy.

- Travelers will not be reimbursed for phone calls made from their hotel rooms unless there are extenuating circumstances.



# Exhibit F11-02

## Mystery Education Theater 3000

Mostly about the West Contra Costa USD (WCCUSD) and K-12 education

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**Tag: For the Children of West County**

## Pre-election Filing Deadline Today: Follow the Money Day Almost Here

Today is an important milestone in the November election. This is when campaigns have to file a report of their income and expenses up to September 30th. Hopefully, all the reports will be online by Monday. That would make Monday a triple holiday: Columbus Day, Follow the Money Day, and Beginning of Vote-by-Mail Day. Here's the link for Contra Costa County:

[Campaign Contribution Search](#)

The biggest thing to watch is For the Children of West County, the PAC that bankrolls bond and parcel tax campaigns with money from construction interests, all marshaled together by Charles Ramsey. Here are some direct links to known WCCUSD PACs and candidates:

- [For the Children of West County](#)
- [United Teachers of Richmond PAC](#)
- [Political Education Committee of Public Employees Local One](#)
  
- [Randall Enos](#)

5/5/2016

For the Children of West County - Mystery Education Theater 3000

- [Todd Groves](#)
- [Antonio Medrano](#)
- [Robert Studdiford](#)

I'll report on what I find from Follow the Money Day after it happens.

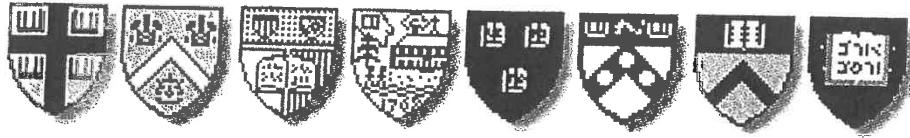
There's one more pre-election filing deadline on the 25th.

October 5, 2012 / WCCUSD / Antonio Medrano, campaign contributions, For the Children of West County, PAC, Randall Enos, Robert Studdiford, Todd Groves

Mystery Education Theater 3000 / Proudly powered by WordPress

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# Exhibit F11-03



# Ivy League Connection



October 4, 2009

Mr. Marcus Hibser  
HY Architects  
300 27<sup>th</sup> Street – 2<sup>nd</sup> Floor  
Oakland, CA 94612

Dear Marcus:

You continue to be the true investor in this District – not only as a funder – but also as parent and friend.

Thank you so much for all you've done for us.

With your help, the Ivy League Connection has continued to grow and prosper. As you know, last summer we had students at Yale, Brown, Columbia, and Cornell. You were an important part of making this program thrive and excel.

As you may remember, this program is not about kids getting into Ivy League schools. It is about introducing relevance and rigor into our schools and creating a new set of academic expectations. Establishing a "college going culture" is no small task. It requires both passion and commitment on the part of our teachers and their students. Sending our students and their teachers to these programs has been a start to growing a new District-wide culture.

Mr. Marcus Hibser  
October 4, 2009  
Page Two

Charles continues to be our greatest "secret weapon" – fundraiser extraordinaire as well as head cheerleader – tirelessly dedicated to bringing out the best in our District and to sending more of our students to college.

Our students are working hard – and experiencing life-changing opportunities. Please know that your kindness has touched their lives deeply – they will never be the same.

I know you have been in touch with Charles (yet again) about the continued growth of the Ivy League Connection.

Last summer, as you know, we sent students to programs at Brown, Columbia, Yale, and Cornell. You have been very helpful in making this program thrive and excel. We are expecting that we can count on your support again.

Finally, let me say without your support of these students we would not have the opportunity to continue to grow. The Ivy League Connection is the main provider for the program and we need your support to ensure that the program is viable. Thus, we need your pledge of \$15,000 to sustain us.

As I've said repeatedly, this program provides a once in a lifetime experience for our students and I hope that when they become adults they will look back at your kindness and pay it forward.

Please note a change in our accounting procedures. Your contribution is still tax deductible but we have a new tax ID# (**Federal Tax ID #68-0005307**). Also, there has been a change in the payee, please make your check out to **West Contra Costa Public Education Fund/Ivy League Connection** and, as always, send it to:

Charles Ramsey  
410 Sea View Drive  
El Cerrito, CA 94530

If you have any questions, please call Charles (cell 510-682-5600) or me (510-334-9646).

Thank you for staying the course with us and being such an important part of our team.

Sincerely,

*Madeline*

Madeline Kronenberg  
Ivy League Connection

**Exhibit F11-04**

January 24, 2010

Mr. Marcus Hibser  
Hibser Yamauchi Architects  
300 27<sup>th</sup> Street – 2<sup>nd</sup> Floor  
Oakland, CA 94612

Re: WCCUSD June 2010 Bond Measure (\$380 Million)

Dear Marcus:

Fifteen years ago the West Contra Costa Unified School District Board of Trustees had the foresight to create a political action committee to solely benefit District students in support of bond and parcel tax measures to benefit the District. This committee does not support candidates. Through the years, this committee has been the catalyst for the District in passing four bond measures totaling \$1.2 Billion, two parcel taxes and an assessment district (MRAD).

I am now writing to you on behalf of that committee -- For the Children of West County -- to request financial support for West Contra Costa Unified School District's upcoming June 2010 bond measure to continue its rebuilding program.

The Board, through difficult and challenging fiscal times, has been committed to rebuilding our district schools to improve the lives of our students and our staff. We have been determined and successful -- and are now committed to continue the work of designing and building schools to replace the dilapidated buildings still in use.

Your contribution of \$20,000 is needed to insure that we pass a measure that is less than five months away.

The contribution check should be made out to: "FOR THE CHILDREN OF WEST COUNTY", ID #961699, Campaign Treasurer: Kenneth Pon, Election Date: June 8, 2010.

Please do not mail the check to the address listed on this letterhead, but rather address it as follows:

FOR THE CHILDREN OF WEST COUNTY  
c/o Charles Ramsey  
410 Sea View Drive  
El Cerrito, CA 94530

Sincerely,

Charles Ramsey  
FOR THE CHILDREN OF WEST COUNTY, Fundraising Chair