

# ELIGIBILITY GUIDELINES

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# Introduction

The San Diego Council on Literacy<sup>1</sup> represents broad and diverse community interests committed to promoting literacy throughout San Diego County.

For the purposes of this document, the term “Affiliate” denotes a program that meets or exceeds the basic requirements to be eligible for material support from the Council. There is no fee for affiliation.

Affiliate status is available to programs whose purpose or mission includes in a significant way the function of enhancing or improving literacy for any and all segments of the general population. Programs could include, but are not limited to, public library literacy programs, adult basic education and community college programs, community organizations, school districts and schools, researchers, professional associations, religious institutions, and government agencies.

Eligibility for affiliate status is based on specific standards of governance, program management, service delivery, cooperation, and ethics. Affiliate programs form the core of a collaboration of literacy programs and partner agencies that cooperate and coordinate their services throughout San Diego County.

Affiliate programs support individuals as they develop their skills so they can function effectively in daily life, take advantage of society’s opportunities, contribute to society’s improvement, and adapt in a rapidly changing world.

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<sup>1</sup> In this document, the San Diego Council on Literacy is also referred to as “the Council” or “the Council on Literacy,” or “SDCOL.” The affiliates may also be referred to as “the Literacy Network” or “the Network.” In this document, “the Council” refers to the staff of the San Diego Council on Literacy.

# Mission

The San Diego Council on Literacy improves quality of life by providing services and resources that enhance the basic reading, writing, and math skills of those at the lowest levels of literacy.

The San Diego Council on Literacy supports the affiliated programs by:

- Heightening the awareness of the literacy problem in the community and working to find solutions
- Providing resources to the affiliated programs
- Placing Literacy\* AmeriCorps members with affiliated programs to support instruction
- Operating a countywide referral service that refers volunteer tutors and learners to the affiliated programs
- Underwriting vision care for low income learners
- Sponsoring the READ/San Diego Tutor Conference
- Donating children's books
- Supporting life skills training of adult learners either onsite at individual literacy programs or at regional locations throughout the County.

# Eligibility for Affiliation

**Note:** *You may wish to use the following bullet points as a checklist to ascertain your program's eligibility for affiliation.*

## **GOVERNANCE AND MANAGEMENT**

### **Legal Status**

- Eligible programs are incorporated as a non-profit organization, are a program or part of a non-profit or umbrella organization, or are a government, library, school or other, not-for-profit entity. Individuals and businesses that are incorporated or operate as for-profit organizations are not eligible for affiliation.

### **Board of Directors**

- Eligible programs are governed by a policy Board such as a Board of directors. If a program is operated as a cooperative effort between two or more organizations in partnership, either (a) each affiliate organization in the partnership must have its own policy Board, or (b) the cooperative program must have a policy Board of its own.
- Eligible programs have written bylaws and policies for the policy Board.

### **Program Management**

- In order to be eligible for affiliation, a program's management must include all of the following elements:
  1. A mission statement that specifies the program's goals and objectives and that reflects the needs of the community to be served.
  2. An annual budget that is approved and monitored by the board of directors or other supervisory body.
  3. Formal provision for program liability insurance.
  4. A designated person that is responsible for overall program management and operations.
  5. Written job descriptions for all paid and volunteer staff.
  6. Compliance with applicable legal regulations regarding employment, safety, and other aspects of operations.
  7. Specific and consistent child protection procedures, such as fingerprinting of paid and volunteer staff and/or the presence of an adult monitor in addition to the instructor, if children under 18 years old are receiving services
  8. Provision of service within the geographic boundaries of San Diego County, California. Council on Literacy support for organizations that provide services outside of San Diego County will be limited to requests that enhance services here in San Diego County.

9. A purpose or mission that includes in a significant way the function of enhancing or improving literacy for any and all segments of the general population.
10. Direct literacy instruction. (Organizations which support literacy through technology, public relations, publishing, research, training, or other means, but do not offer direct literacy instruction, may be eligible for affiliation, provided they do not operate for profit, are incorporated, and meet the other guidelines described throughout this document.)
11. A primary office, a permanent mailing address, and a designated central contact telephone number which includes the ability to leave messages.
12. Ability to respond to telephone inquiries from the Council and other affiliate programs in a timely manner.
13. Ability to make the best efforts to provide instruction and/or other services in appropriate and effective settings at times that are convenient for the learner/customer.
14. Provision of instruction and/or other services/materials at no cost.

## **COOPERATION**

### **Official Agreement**

- Eligible programs agree that as a condition of affiliation, the program's senior staff person and the authorized representative of the agency will sign a memorandum of understanding (See Appendix D) with the CEO and Board Chair of the Council on Literacy.

### **Cooperation**

Eligible programs agree that as affiliates of the San Diego Council on Literacy they will cooperate with the Council and with each other in these ways:

- Sharing of non-proprietary program information with other programs and with the Council on Literacy.
- Working in a spirit of cooperation and mutual support with other programs and with the Council on Literacy.
- Providing basic service statistics as requested by the Council on Literacy.
- Participating in a majority of affiliate meetings.
- Supporting or participating in the special events of other affiliate programs to the extent possible.

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- Notifying the Council of program staffing changes for updating the Council's volunteer tutor referral process and website.
- Abiding by the Council on Literacy's *Cooperative Fundraising Policy*. (See Appendix A)
- Abiding by the Council on Literacy's *Cooperative Marketing and Development Guidelines*. (See Appendix B)

# Affiliation Process

## **Prior to Application**

1. Programs that wish to apply for affiliation in the San Diego Council on Literacy must meet all of the above conditions for eligibility (pages 4-8).
2. Prior to application, an official representative of the applying program must have attended at least one full affiliate meeting.

## **Application for Affiliation**

1. Complete instructions are included in the application form. (See Appendix E) Only complete applications will be considered.

## **Application Review**

1. The Council's representative will first read the application to ensure that it meets all eligibility criteria.
2. The Council's CEO will contact the applying program's official representative with any questions and to schedule and conduct an on-site visit and interview, if applicable.
3. The Council's CEO has the authority to deny an application for affiliation. In such an instance, the Council's CEO will notify the applying program in writing of the decision to deny affiliation, the specific reason for the denial, and any steps that can be taken in order to become eligible for affiliation.
4. When the applicant meets affiliation guidelines, the applying program will be invited to make a brief presentation at a subsequent affiliate meeting. After the presentation, the affiliate chair will recommend that the affiliates accept the program as an affiliate and will then call for a vote to ratify this recommendation.
5. Only an official or designated representative from each affiliate program present at any given affiliate meeting may vote.
6. Immediately following the vote to accept a program into affiliation, the Council's representative will produce a memorandum of understanding (See Appendix D) and confirms the program's affiliation.

# Continuing Affiliation

## Qualifications

- Affiliation is granted and renewable in two-year intervals.
- Continuing affiliation is contingent upon sustained compliance with eligibility requirements and policies in all services offered by the affiliate program.

# Affiliate Benefits

The San Diego Council on Literacy agrees to provide the following support to affiliates:

- Opportunity to apply for affiliate support funds.
- Priority referral of prospective volunteers and learners who call the Council's literacy hotline telephone number or make contract through the Council's website.
- Timely announcements of news and events that are relevant to affiliate programs.
- Publicity of affiliate programs' workshops, trainings, news, and events.
- Regular publication of the Council's e-newsletter for affiliate programs and the community at large.
- Opportunity to network with other affiliates and exchange information, expertise, assistance, and support.
- Priority for re-direction of donated books/supplies.
- Orientation to the affiliate network and the Council.
- A link and listing of information on the Council's website.
- Participation in community events that highlight literacy.
- Opportunity to participate in local, state, and national associations that enhance the Council's ability to support affiliates.

**APPENDIX A**  
**COOPERATIVE FUNDRAISING POLICY**

**These guidelines were developed by the San Diego Council on Literacy to facilitate cooperation in fundraising, grant writing, and special events organizing.**

1. The Council on Literacy will provide letters of support upon request to affiliate programs that apply for grants as appropriate.
2. Affiliate programs will provide letters of support upon request to the Council when applying for grants as appropriate.
3. The Council on Literacy will actively seek broad-based, global funding opportunities to maximize its ability to support individual affiliate programs.
4. The Council will consider affiliate support funding or in-kind resource requests from individual affiliate programs that are submitted following the procedures described in the Council's *Program Services Manual*.
5. In the interest of fairness and unity, individual affiliate programs generally shall not distribute fundraising material related to individual programs at Council Board meetings, Council committee meetings, or Council special events.
6. The Council encourages all programs to share information on the availability of government grants and grant opportunities from private sources.

**APPENDIX B**

**COOPERATIVE MARKETING AND DEVELOPMENT GUIDELINES**

**When noting affiliation with the Council, affiliates will use the following tag line:**

- “Organization Name” is an affiliate of the San Diego Council on Literacy, which promotes quality literacy services throughout San Diego County. The toll free literacy hotline phone number for learners and volunteer tutors is 1-888-850-7323.

As appropriate, the Council’s CEO or representative will communicate with the Council’s marketing and public relations committee for assistance with feature story placement and/or print layout.

Also as appropriate, the Council’s CEO or representative will announce likely publication/airing to affiliate program representatives and Council Board affiliates as quickly as possible.



## **APPENDIX C**

### **SAN DIEGO COUNCIL ON LITERACY CONTACT INFORMATION**

Address: San Diego Council on Literacy  
2515 Camino Del Rio South, Suite 125  
San Diego, CA 92108

Telephone: (619) 574-1641

Fax: (619) 491-9242

E-mail: [contact@literacysandiego.org](mailto:contact@literacysandiego.org)

Website: [www.literacysandiego.org](http://www.literacysandiego.org)

**APPLICATION FOR AFFILIATION**

*Please print clearly. Thank you.*

**Organization Information**

Name of Literacy Program or Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Hours and Days of Operation: \_\_\_\_\_

Phone and Fax numbers: \_\_\_\_\_

Website: \_\_\_\_\_

**Primary Contact Information**

Name and Title: \_\_\_\_\_

Phone and E-mail: \_\_\_\_\_

**Roster of Key Employees and Volunteers**

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*I hereby apply for affiliation in the San Diego Council on Literacy. Upon acceptance of this application, the program's director and will sign a memorandum of understanding with the CEO and Board Chair of the San Diego Council on Literacy and will thereby become eligible for support from the Council based on information contained in the document "Eligibility Guidelines."*

*I have read and agree to adhere to the Cooperative Fundraising Policy and Cooperative Marketing and Development Guidelines (Eligibility Guidelines, pages 15-16) and to the provisions in the section on cooperation (Eligibility Guidelines, pages 8- 9).*

\_\_\_\_\_  
Name of Person Completing Application (PLEASE PRINT)

\_\_\_\_\_  
Signature of Person Completing Application

\_\_\_\_\_  
Date

**Definition of Service**

1. What is your program's general service area (within San Diego County)?
2. Do you offer direct literacy instruction? If not, please skip to question 3. If yes, please describe the ways in which you support *both* learners/students and tutors/instructors.
3. If you do not provide direct literacy instruction, please describe your role in supporting and promoting literacy throughout San Diego County.

**Accessibility**

4. Please provide a written statement which verifies that the following items are in place:
  - a. This program's facility is accessible to people with physical disabilities.
  - b. This program will respond to telephone inquiries and/or requests from the San Diego Council on Literacy and other literacy affiliated programs in a timely manner.
  - c. This program will give priority to follow up of referrals made by other member programs and by the Council.
  - d. This program will provide services in appropriate and effective settings and at times that are convenient for participants.
  - e. This program will provide services at no cost.

**Thank you very much for your interest in affiliation in the San Diego Council on Literacy.**

**Please send your completed application to:**

**Chris McFadden  
Manager of Program Services  
San Diego Council on Literacy  
2515 Camino Del Rio South, Suite 125  
San Diego, CA 92108**

## MEMORANDUM OF UNDERSTANDING

### *Literacy Program Affiliate* & *San Diego Council on Literacy*

*Literacy Program Affiliate* and the *San Diego Council on Literacy* agree to the following:

*Literacy Program Affiliate* agrees that as an affiliate of the *San Diego Council on Literacy* it will cooperate with the Council and with other affiliate programs in these ways:

- Providing no cost literacy services.
- Sharing of non-proprietary program information with other affiliated programs and with the Council on Literacy.
- Working in a spirit of cooperation and mutual support with other affiliated programs and with the Council on Literacy.
- Responding to prospective volunteer and learner referrals in a timely manner.
- Providing basic service statistics as requested by the Council on Literacy.
- Participating in a majority of affiliate meetings.
- Supporting or participating in at least one event.
- Notifying the Council of staffing changes so that the Council's referral process, Web site, and email information remains accurate.
- Abiding by the Council on Literacy's *Cooperative Fundraising Policy*.<sup>2</sup>
- Abiding by the Council on Literacy's *Cooperative Marketing and Development Guidelines*.<sup>3</sup>
- Providing learner and tutor testimonials to be kept on file at the Council.
- Operating under a policy that prohibits discrimination against employees, volunteers, service recipients, and applicants because of race, sex, color, age, religion, national origin, ancestry, marital status, sexual orientation, physical or mental handicap, or medical condition.

The *San Diego Council on Literacy* agrees to provide the following support to members:

- Opportunity to apply for the affiliate support funds.
- Planning and implementation of professional development workshops.
- Priority status to affiliates for the distribution of books and supplies.
- Priority referral of prospective volunteers and learners who call the Council's literacy hotline.
- Timely announcements of news and events that are relevant to affiliate programs.
- Publicity of affiliate programs' workshops, trainings, news, and events.

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<sup>2</sup> See *Eligibility Guidelines, Appendix A*

<sup>3</sup> See *Eligibility Guidelines, Appendix B*

- Regular publication of e-newsletter for affiliate programs and community at large.
- Provision of access to other programs' information, expertise, assistance, and support
- Regular convening of affiliate meetings for the purpose of networking, professional development, and the sharing of best practices and program information.
- Link on the Council's website.
- Participation in community events that highlight issues around literacy.
- Opportunity to participate in local, state, and national associations that enhance the Council's ability to support affiliates.

### **Miscellaneous Provisions**

**Relationship Between the Parties** - The San Diego Council on Literacy's support of its affiliates, as stated in this Agreement, does not constitute that the affiliate program will be employed, contracted, or directed by the San Diego Council on Literacy.

**Indemnification** - \_\_\_\_\_ (**affiliate program**) represents and warrants that it will indemnify and hold harmless The San Diego Council on Literacy, its affiliates, its affiliate programs, its directors, employees, officers, agents and other representatives from and against any and all costs or expenses, (including reasonable attorneys' fees, experts and consultants' fees), judgments, fines, penalties, losses, claims, liabilities and damages that are or arise out of or relate to the program's negligent acts or omissions, whether such omission is active or passive, or its failure to perform pursuant to the terms this Agreement.

The San Diego Council on Literacy represents and warrants that it will indemnify and hold harmless the affiliate program, its affiliates, its directors, employees, officers, agents and other representatives from and against any and all costs or expenses, (including reasonable attorneys' fees, experts and consultants' fees), judgments, fines, penalties, losses, claims, liabilities, and damages that are or arise out of or relate to the San Diego Council on Literacy's negligent acts or omissions, whether such omission is active or passive, or its failure to perform pursuant to the terms of this Agreement.

**Entire Agreement** - This Agreement and appendices to be executed in connection with this Agreement contain the entire Agreement and understanding of the parties and supersede all prior agreements, terms, understandings, conditions, representations and warranties, whether written or oral, made by any of the parties concerning the subject of this Agreement.

**Amendments** - No addition to or modification to this Agreement shall be effective unless set forth in writing and signed by each party hereto. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence.

**Governing Law** - This Agreement is made and entered into in San Diego, California and this Agreement shall be governed by and construed in accordance with the domestic laws of the State of California, without giving effect to any choice of law or conflict of law provision or rule.

**Third Party Beneficiaries** - This Agreement shall not confer any rights or remedies upon any Person other than the parties hereto, their respective successors and permitted assigns.

**Assignment** - This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. No party may assign either This Agreement or any of its rights, interest, or obligations hereunder without the prior written approval of the other parties hereto.

**Attorney's Fees** - In the event of any legal or equitable proceeding to enforce any of the terms or conditions of this Agreement, or any alleged disputes, breaches, defaults or misrepresentations in connection with any provision of this Agreement, the prevailing party in such proceeding shall be entitled to recover its reasonable costs and expenses, including, without limitation, reasonable attorney's fees and costs of defense paid or incurred in good faith.

\_\_\_\_\_  
Literacy Program Director  
Literacy Program Affiliate

\_\_\_\_\_  
Chief Executive Officer  
San Diego Council on Literacy

\_\_\_\_\_  
Authorized Representative of  
Agency/Jurisdiction

\_\_\_\_\_  
Chairman, Board of Directors  
San Diego Council on Literacy

This agreement, entered into on \_\_\_\_\_, \_\_\_\_\_, will be renewed every two years.