WELCOME NEW AND CURRENT BOARD MEMBERS

Dear CCWRO Board Members,

Here is your 2013-2014 CCWRO Board Member Information Packet.

It's an honor to have your support and service on CCWRO's Board of Directors. Whether you are an experienced CCWRO Board member or new to the Board, we want you to know that staff respects your service, background and opinion; we look forward to the milestones and challenges in the coming months and years. We're honored you are volunteering your valuable time to go forward with us.

Sincerely,

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2013-2014

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BOARD OF DIRECTORS
Board Binder
2013-2014

CCWRO BOARD BINDER

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CCWRO BOARD INFORMATION

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COALITION OF CALIFORNIA WELFARE RIGHTS ORGANIZATIONS, INC.

Mission Statement

"Making The Place We Live The Place We Can Succeed"

The specific purpose of this corporation is to provide advocacy, consultation, legal representation and informational services to low and moderate-income individuals and families as well as to the many underserved populations that exist today. Furthermore, we believe that often the voices of the low income, moderate income and underserved populations are often silenced by bureaucratic manipulation or intimidation. To create or continue bureaucratic systemic change, we are dedicated to ensuring access for low and moderate income individuals and underserved populations to all public assistance programs, hearings and activities that they may be eligible for and participation to ensure that the civil rights of all are protected.

Legal Services
Trust Fund Program

Eligibility Guidelines

LEGAL SERVICES PROJECTS ONLY

December 2012

The State Bar of California
180 Howard Street
San Francisco, CA 94105-1617

Trust Fund Program Eligibility Guidelines

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Trust Fund Program Eligibility Guidelines

The Trust Fund Program Eligibility Guidelines were designed as a brief statement of factors governing eligibility for an allocation under the Trust Fund Program. The Guidelines, together with their Commentary, are intended to incorporate provisions found in the statute (Business and Professions Code §6210 et seq.) and at Title 3, Rules 3.660-3.692 of the Rules of the State Bar.

Commentary follows each Guideline and is designed to further assist you in seeking an allocation under the Trust Fund Program. Bracketed references are to the Business and Professions Code (B&P Code) and Rules of the State Bar.

Requirements for All Applicants

1. **To be considered for a Trust Fund Program grant, an applicant must submit a timely and complete application for funding in the manner prescribed by the Commission. To qualify for an allocation under the Trust Fund Program, an applicant must be either:**

    a. **a qualified legal services project (Legal Services Projects Guidelines 2-2.9); or**

    b. **a qualified support center (Support Center Guidelines 2-2.9).**

    A single applicant may not qualify as both a legal services project and a support center. [Rule 3.680(D)]

    Commentary:
    The main distinction between a legal services project and a support center is found in the primary purpose of the organization. Compare Guideline 2.3 (legal services projects) with Guideline 2.3 (support centers). You must indicate on your application the status under which you wish to be considered. You may complete the applications for both a legal services project and a support center. If you qualify in the category of first preference, you will not be considered in the second category. If you do not qualify in the category of your first choice, you will be considered for eligibility under the category of your second choice if your primary purpose and function qualifies you for that category. [Rule 3.671(A)-(C)]

1.1 All applicants must include with their applications an assurance that the applicant will use the funds allocated from the Trust Fund Program for the purposes set forth in §§6210-6228 of the Business and Professions Code.

Commentary:
Your application package includes an Assurance form. Execution of that form will satisfy the requirements of Guidelines 1.1 - 1.3.

1.2. **Within 30 days after notice of a tentative allocation from the Commission, the applicant must submit a budget and budget narrative for the expenditure of the allocation, including but not limited to:**

1.2.1. **an explanation of how funds shall be utilized to provide civil legal services to indigent persons; and**

1.2.2. **for a qualified legal services project, a description of how the project will make significant efforts to use 20 percent of the funds allocated to increase services to disadvantaged and underserved client groups such as (but not limited to) the elderly, the disabled, juveniles and non-English-speaking persons within the project's service area.** [B&P Code §6221; Rule 3.680(E)(3)]

Commentary:
Do not submit a budget with your application. Once the Commission has found your program tentatively eligible and has approved an allocation to your program, you will be notified of a tentative grant allocation. You must then prepare a budget and budget narrative in conformance with Guideline 1.2, explaining your intended use of the funds. This budget and budget narrative will be reviewed by the Commission for conformance with the statute prior to disbursement of funds.

The budget and budget narrative should identify how the proposed allocation will aid in providing civil legal services to indigent persons. The narrative should describe the expected increased benefit to indigent persons as a result of the allocation.

The statute requires that qualified legal services projects make significant efforts to use 20 percent of the allocated funds to increase the availability of service to the elderly, the disabled, juveniles, non-English-speaking persons, or other indigent persons who are members of disadvantaged and underserved groups within your service area. Your narrative should describe specifically how you intend to use 20 percent or more of the proposed allocation to increase services to such disadvantaged and underserved groups.

One method by which a project may demonstrate its use of 20 percent of allocated funds to increase services to disadvantaged and underserved client groups is to enter into subcontracts specifically utilizing 20 percent of the funds for legal services to such client groups.

If you do not demonstrate your "significant efforts" through the use of subcontracts, your budget narrative should describe the clients presently served by your project, the additional clients from disadvantaged and underserved client groups that will be served in the future through the use of 20 percent of the funds allocated, and your quantifiable objectives for increased services to such groups.

If your legal services project is part of a corporation that has activities outside California, the proposed budget and budget narrative must explain how the proposed allocation will be used within the state of California, as distinguished from an increase in the total multi-state budget. The statute prohibits the use of allocated funds outside the state of California.

If your project provides both, legal services and other types of services, your budget and budget narrative must show that the allocation will be used solely for legal services. If your project provides services in both civil and criminal matters, your proposed budget and budget narrative must show that the allocation will be used solely for civil matters. If your project serves some persons who do not fall within the statutory definition of indigent persons (Commentary 2.3.4), your proposed budget and budget narrative must show that the allocation will be used solely for persons who are indigent within that definition. [B&P Code §§6213(d), 6218(a), 6221; Rule 3.680(E)(3)]

If you receive an allocation for more than one county, the budget and budget narrative must show that each allocation will be used to provide services to clients in the county for which it is made.

1.3 All applications must include an assurance that the applicant:

Commentary:
See Commentary 1.1 above. [B&P Code §§6210, 6217, 6221; Rule 3.682]

1.3.1. at all times will honor the attorney-client privilege and will uphold the integrity of the adversary process; and

1.3.2. will not impose restrictions unrelated to statutes and rules of professional conduct on attorneys who provide representation to indigent clients with funds provided in whole or in part from the Trust Fund Program; and

1.3.3. does not discriminate on the basis of race, color, national origin, religion, sex, handicap, or age.

Commentary:
The Legal Services Trust Fund Commission recognizes that certain applicants will concentrate on providing legal services to members of specific disadvantaged and underserved groups within their service area, such as elderly, disabled, juveniles, or non-English-speaking persons. The statute is intended to facilitate the provision of free legal services to such disadvantaged and underserved client groups. [B&P Code §§62l0 and 6221] The Commission therefore will not regard Guideline 1.3.3 as violated merely by the fact that services are concentrated on (or limited to) specific disadvantaged and underserved client groups within the meaning of Business and Professions Code §§6210 and 6221 so long as the basis for such concentration and limitation is reasonably designed to benefit distinct disadvantaged and underserved groups. The certification required by Guideline 1.3.3 does prohibit any discrimination within the targeted client groups, and prohibits any discrimination on matters other than the selection of eligible clients.

1.4. If the Commission or the staff requests any further information relating to an applicant's eligibility, or related to the amount of the allocation under the Trust Fund Program, the applicant must supply that information. However, the Commission is not required to notify applicants if their initial application fails to include information sufficient to demonstrate eligibility. Failure to provide information necessary to the Commission's decisions on eligibility or eligible expenditures (or failure to supply requested information relevant to those decisions) will be grounds for denial of eligibility, or for refusal to recognize part of the applicant's expenditures within the allocation formula. [Rules 3.680(E) and 3.691(A)]

Requirements for Legal Services Projects

2. To be a qualified legal services project, the applicant must meet (a) each of the requirements of Guidelines 1.1-1.3 above, and (b) each of the following requirements of Guidelines 2.1-2.4, and (c) the requirements of either Guideline 2.5 or 2.6. For the Commission to determine the amount of funds to which each qualified legal services project is entitled from the Trust Fund Program, applicants must also submit the information required in Guidelines 2.7 and 2.8 below. Applicants that meet the requirements of Guideline 2.9 below (pro bono programs) will be entitled to additional funds from the Trust Fund Program.

Commentary:
A qualified legal services project must meet: (1) the requirements applicable to all applicants (see Guidelines 1.1-1.3); (2) the mandatory requirements of 2.1-2.4 applicable to all legal services projects; and (3) either the eligibility presumption described by 2.5 or the requirements for annual cash funds, community support and special services described by 2.6. In addition to this eligibility information, the applicant must submit the information required in 2.7 and 2.8 in order that the Commission may determine the amount of the allocation. If an applicant recruits attorneys in private practice as its principal means of delivering legal services, it may qualify for an additional allocation under 2.9 below.

2.1. The applicant must be a California nonprofit corporation.

Commentary:
In order to demonstrate your status as a California corporation, copies of your Articles of Incorporation certified by the California Secretary of State and a current Certificate of Status from the California Secretary of State showing that the corporation is in good legal standing must be filed with the Trust Fund Program. To demonstrate your nonprofit status, copies of (1) your determination letter from the Internal Revenue Service granting your application for exemption from the appropriate provisions of subchapter (f) of Chapter 1 of the Internal Revenue Code of 1954, as amended and (2) your determination letter from the State Franchise Tax Board granting your application for exemption from the appropriate section of

the California Revenue and Taxation Code must be filed with the Trust Fund Program. If you have not received such determination letter(s), attach copy(ies) of your application(s) for exemption, together with an explanation of its/their status. [B&P Code §6213(a)(1); Rules 3.670(A), 3.680(A)]

If you are part of a law school, submit the information described above with respect to the law school. The school must be a nonprofit law school accredited by the State Bar of California, and your program must be an identifiable unit of the school. [B&P Code §§6213(a)(2), 6214.5; Rule 3.670(A)]

2.2. The organization must operate exclusively in California. An applicant that is part of a corporation that conducts other activities outside California can meet this requirement if all funds granted will be expended in California.

Commentary:
Your legal services project must be operated exclusively in California. If you are part of a corporation that conducts activities outside California, you must assure the Commission that all money granted from the Trust Fund Program will be expended exclusively in California. If your corporation conducts activities outside California, explain the nature of those activities and how you propose to segregate funds allocated under the Trust Fund Program to assure that they will be expended solely in California.

2.3. The application must demonstrate through objective information that the organization:

Commentary:
"Objective information" must be provided to assure that you meet the definitional provisions of Guideline 2.3. Such information must describe the organization specifically and factually, using quantitative information where needed, to demonstrate that it meets each of the requirements of Guidelines 2.3.1-2.3.5. [B&P Code §6213(a); Rules 3.670(A), 3.671(A), 3.680(E)(2)]

Quantitative information that may demonstrate how that organization's services meet the requirements includes the following: numbers of clients who were served during the previous year; hours of time spent on different kinds of services or on services to different clients in the previous year; accounting records for expenses incurred in providing different kinds of services or services to different clients during the previous year.

If you rely on estimates to demonstrate that you have met these requirements, you must demonstrate that the estimates were derived by a method that is reasonably related to the actual expenditure of funds, and explain the basis of the estimates.

2.3.1. provides civil legal services

Commentary:
You must provide legal services within the definition of Rule 3.672(A). That rule provides that "legal services include all professional services provided by a member of the State Bar, and similar or complementary services of a law student or a paralegal under the supervision and control of a member of the State Bar in accordance with law." If your organization provides services in addition to legal services, your application must describe those other activities, identify the percentage of the overall services provided that are not legal services, and state the basis by which you computed that percentage. [Rule 3.671(A)]

2.3.2. without charge

Commentary:
Payments by clients for costs and expenses or a processing fee of $20 or less shall not be considered a "charge" for legal services, so long as the processing fee is administered so that it does not prevent indigent persons from receiving services. If you charge a processing fee, you must establish procedures for waiving the fee for all clients who cannot afford it. You must inform prospective clients of the availability of a waiver at the same time and in the same manner that they are informed of the fee, and in a language the client can understand.

If you charge a processing fee, your application must include information about established procedures for waiving the fee for clients who cannot afford it. The maximum of $10 per processing fee will be regarded as a "qualified expenditure."

If you charge some clients amounts in excess of costs, your application must state the percentage of your work in which such charges are made, and the basis for computing that percentage.

If attorneys' fees are generated through court awards, such fees must be used to provide further civil legal services without charge to indigent persons. [Rule 3.673(B)]

"Costs and expenses" include any out-of-pocket expenses incurred by the organization (or by pro bono attorneys recruited by the organization), including recoverable costs of litigation, copying charges, telephone charges, postage charges, and other out-of-pocket expenses normally charged to clients by attorneys in private practice. An applicant may be considered as providing legal services "without charge" within the meaning of Guideline 2.3.2 in spite of charges to clients for such items. [Rule 3.673(B)]

2.3.3. to persons

Commentary:
You may consider legal services provided to an organization (e.g., an unincorporated association, partnership or corporation) as services to indigent persons if the organization provides benefits primarily to persons who are indigent as described below in the Commentary on Guideline 2.3.4. In determining whether an organization so qualifies, the Commission will consider at least the following factors: (a) whether the organization is tax exempt under I.R.C. §501(c)(3); (b) the organization's primary purpose as stated in its bylaws or articles; (c) the number and percentage of indigent persons on the board of directors or principal advisory body of the organization; and (d) the percentage of its members who are indigent persons.

If you provide more than 10 percent of your services to organizations (whether qualifying or non-qualifying), your application must identify the five organizations that received the most legal services during the prior calendar year and, for each such organization, supply the information identified above. You need not disclose information protected by the attorney-client privilege. If you provide some portion of your legal services to organizations that do not so qualify, identify the percentage of overall services provided to such non-qualifying organizations, and explain the basis of your computation.

2.3.4. who are indigent

Commentary:
An indigent person is defined by the Business and Professions Code §§6213(d), 6213(g), 6213(h), and 6213(i) as follows:

"*Indigent person* means a person whose income is (1) 125 percent or less of the current poverty threshold established by the United States Office of Management and Budget, or (2) who is eligible for Supplemental Security Income or free services under the Older Americans Act or Developmentally Disabled Assistance Act. With regard to a project which provides free services of attorneys in private practice without compensation, *indigent person* also means a person whose income is 75 percent or less of the maximum levels of income for lower income households as defined in §50079.5 of the Health and Safety Code. For the purpose of this subdivision, the income of a person who is disabled shall be determined after deducting the costs of medical and other disability-related special expenses."

Your application must state the percentage of your organization's services that were provided during the previous calendar year to clients who did not fall within this definition. You must adopt written financial eligibility guidelines and submit them with your application. If your eligibility criteria includes persons who are not indigent within the definition of §6213(d) above, explain how you determined the percentage of clients served that falls outside the definition. If you did not have written financial eligibility guidelines in the prior year, your application must explain the basis of your computation of percentage and supply objective support for the computation. [B&P Code §§6213(d) and 6218]

If you provide legal services for the benefit of a group or class of persons beyond the specific individuals or organizations who are your clients, you may consider the services as "legal services provided to indigent persons" only if the legal matter is primarily for the benefit of indigent persons.

In determining whether a legal matter is primarily for the benefit of indigent persons, the Commission may consider the following factors and any others that aid in making that determination: (1) the forum in which the matter is being pursued, e.g., courts, administrative agency, legislature, etc.; (2) whether named clients are indigent persons or qualifying organizations (under Commentary 2.3.3 above); (3) in the case of a class action, the definition of the class contained in the complaint and proposed or actual class certification orders; (4) a description of the group of individuals that would benefit from a favorable resolution of the legal matter; (5) whether a majority of those who would benefit are indigent persons; (6) the relation of the legal issues raised by the matter to the needs of indigent persons; and (7) whether indigent persons are disproportionately impacted by the legal issues raised by the matter.

If legal services for the benefit of a group or class of persons beyond the specific individuals or organizations who are your clients constitute more than 10 percent of your legal services, your application must identify the ten such legal matters on which you expended the largest amount of funds in the prior calendar year. For each of the matters so identified in your application, describe who would benefit from the services, state whether the matter is primarily for the benefit of indigent persons and, if so, explain the reasons you reached that conclusion. For any such matter that is primarily for the benefit of indigent persons, your description should include the information listed as items (1) through (7) in the preceding paragraph; you must quantify the percentage of your clients who are indigent persons (or organizations qualifying under Commentary 2.3.3 above) and the percentage of the persons who would benefit from the services who are indigent persons. Explain the basis of this information. You need not disclose information protected by the attorney-client privilege.

If some portion of your legal services are for the benefit of a group or class of persons beyond your specific clients and are not primarily for the benefit of indigent persons, identify the percentage of overall services provided in such matters and explain the basis of your computation.

2.3.5. as the primary purpose and function of the corporation.

Commentary:

Your application must state the net percentage of the corporation's overall expenses that were incurred in the previous calendar year to provide civil legal services without charge to persons who are indigent. You are required to demonstrate the corporation's primary purpose, and not simply the primary purpose of a part of the corporation. (If your project is operated by a law school, see the last section of this Commentary on Guideline 2.3.5.)

If more than 75 percent of the corporation's expenditure budget for the fiscal year for which it is seeking an allocation is designated for the provision of civil legal services without charge to persons who are indigent, and if 75 percent of its expenditures for the most recent reporting year were incurred for such legal services, the corporation will be presumed to meet the "primary purpose and function" test. In demonstrating your compliance with this 75 percent test, you cannot include the value of donated services. [Rule 3.671(A)]

An applicant not qualifying for the 75 percent presumption may nevertheless apply for an allocation, demonstrating its purpose and function by other means. An applicant not qualifying for the presumption shall state separately each purpose and function of the corporation, and state what percentage of the expenditures in the most recent calendar year, and what percentage of the budget in the upcoming year, are allocated to each of these separate purposes and functions. The application shall further state the basis for these allocations. [Rule 3.671(C)]

In addition to this submission of expenditure and of budget information, primary purpose and function can be additionally supported by historic expenditure information, by the organization's stated purpose in articles, bylaws or policy statements or case priority guidelines, or by the demonstrated track record of the applicant in providing legal services without charge to indigent persons.

An applicant that operated in previous years as a project within an organization providing substantial services other than legal services to indigent persons, or as an entity other than a corporation, but which has since become a separate California nonprofit corporation whose primary purpose and function is the provision of legal services without charge to indigent persons, may establish its status as a qualified legal services project and its proportionate entitlement to funds based upon financial statements which strictly segregate that portion of the organization's expenditures in prior years which were devoted to civil legal services for indigents. Thus, if you are recently incorporated and previously operated as a part of an umbrella organization, you may utilize the expenditures of your predecessor organization so long as financial statements strictly segregate the expenditures for such legal services.

If your legal services program is operated by an accredited nonprofit law school, you are required only to demonstrate the program's primary purpose, and not the corporation's primary purpose. Your program must be operated exclusively in California and the law school must be accredited by the State Bar of California. The program must have operated for at least two years at a cost of at least $20,000 per year, as an identifiable law school unit with the primary purpose and function of providing civil legal services without charge to indigent persons. The program may meet the "primary purpose" test according to the 75 percent test described above or by demonstrating its purpose and function through other means described above. [B&P Code §6213(a)(2)]

2.4. The application must include a description of the organization's quality control procedures and standards, including but not limited to the matters described in Guidelines 2.4.1-2.4.4:

Commentary:
The American Bar Association's *Standards for the Provision of Civil Legal Aid* are the quality control standards for the Trust Fund Program, pursuant to Business & Professions Code §6225 and Rule 3.661(C). These standards are the State Bar's guidelines for review and approval of applicant and recipient program practices.

If you are already subject to quality control reviews by the Legal Services Corporation or the California Department of Aging, describe the quality control review procedures to which you are subject, and attach the most recent comprehensive written quality control review by the monitoring agency.

Describe your quality control standards and how compliance with each of the subjects listed in Guidelines 2.4.1-2.4.4 is ensured. The Commission is particularly interested in your standards and procedures regarding supervisorial structure, procedures and responsibilities. [B&P Code §§6123(a) and 6217(a); Rule 3.680(E)(2)]

2.4.1. the minimum experience and education requirements for attorney and paralegal employees;

2.4.2. the current salaries and job descriptions for all filled and unfilled management and professional positions, including paralegal personnel;

2.4.3. the minimum experience and educational requirements for attorney supervisors; and

2.4.4. the supervisorial structure, procedures and responsibilities.

2.5. Applicants must meet the requirements of this Guideline 2.5 or the requirements of Guideline 2.6. To meet the requirements of this Guideline 2.5, the applicant must receive at least some funding either:

2.5.1. from a grant made to the organization by the Legal Services Corporation or by an Area Agency on Aging distributing Older Americans Act funds; or

2.5.2. from an approved contract with another organization that is a grant recipient meeting the terms of Guideline 2.5.1.

Commentary:
In order to qualify under Guideline 2.5 (and thereby waiving the requirements of 2.6), you must receive at least some funding either directly from the Legal Services Corporation (or from an Area Agency on Aging) or by contract with an LSC-funded organization (or by a contract with an Area Agency on Aging-funded organization). If your funding is by contract, the contract must have been approved by LSC or by the state or local agency administering the Older Americans Act funds.

Legal Services Corporation is defined in the Business and Professions Code §6213(f) as the Legal Services Corporation established under the Legal Services Corporation Act of 1974 (Public Law 93-355; 42 U.S.C. 2996 and following). Older Americans Act is defined in the Business and Professions Code §6213(g) as the Older Americans Act of 1965, as amended (Public Law 89-73; 42 U.S.C. 3001 and following). [B&P Code §§6213(f), 6213(g), 6214(a)]

2.6. An applicant that does not meet the requirements of Guideline 2.5 must meet each of the requirements of Guidelines 2.6.1-2.6.3 below:

2.6.1. The applicant must receive at least $20,000 annual cash funds from sources other than the Trust Fund Program to support the program described in Guideline 2.3 above, and

Commentary:
In order to qualify under Guideline 2.6.1, you must demonstrate at least $20,000 annual cash funds from sources other than the Trust Fund Program to support the provision of civil legal services without charge to indigent persons. If you did not receive at least $20,000 cash funds from such sources in the year immediately preceding the application, you must demonstrate that your average annual cash funds over some period of years have been at least $20,000 per year. This computation cannot include the value of any donated services or equipment.

You cannot include money received from fee-generating cases or from court-awarded attorneys' fees. [B&P Code §6214(b)(1)]

If you are applying as a law school program, you must demonstrate the program has operated for at least two years at a cost of at least $20,000 per year. [B&P Code §6213(2)(A)]

2.6.2. The applicant must have demonstrated community support for the operation of a viable ongoing program, and

Commentary:
If you have received at least $20,000 per year annual cash funds from local sources in the community in which you provide your services, such support is sufficient to meet the requirements of Guideline 2.6.2. You may not count contributions from employees of your organization toward the local support requirement of this Guideline 2.6.2, though it can be counted for 2.6.1.

If you cannot show $20,000 annual local community financial support, you may demonstrate community support through the donation of services or other non-cash contributions, by service of local community leaders on your board of directors, fundraising committees, etc., or by otherwise demonstrating that the community actually supports the operation of a viable ongoing program.

Letters of support from local community leaders are not sufficient to demonstrate the community support required by Guideline 2.6.2. [B&P Code §6214(b)(2)]

2.6.3. The applicant must provide at least one of the following special services:

2.6.3.1. Recruiting substantial numbers of attorneys in private practice who serve without compensation providing the legal services referred to in Guideline 2.3 above, or

Commentary:
In deciding whether you are eligible to apply as a project that recruits substantial numbers of attorneys, the Legal Services Trust Fund Commission will consider several factors. At a minimum you must meet at least one of the following tests:

a. you recruited at least 30 attorneys who provided services in the previous calendar year; or
b. you recruited at least 5 percent of the licensed attorneys in the county you serve who provided services in the previous calendar year; or
c. the attorneys you recruited donated at least 1,000 hours of legal services for your clients in the previous calendar year.

Provided you meet one of these minimum tests, you may demonstrate your project's recruitment of substantial numbers of attorneys in one or more of the following ways:

a. the number of attorneys recruited;
b. the percentage of attorneys in your local service area that donated services through your project;
c. the verified value of donated civil legal services in comparison to your expenditures and budget;
d. the number of hours donated by each attorney;
e. the number of attorneys in your area who have special expertise needed to provide the services your project offers; or
f. other considerations that may affect the availability of volunteer attorneys in your service area.

Any attorney who is not an employee of the applicant can be considered in private practice, and attorneys may be considered in private practice even though they work for government agencies, corporations, or in non-legal occupations.

Attorneys can be considered to serve without compensation even when they are reimbursed for out-of-pocket expenses, whether by the client or the applicant or other sources. [B&P Code §6214(b)(3)(A); Guideline 2.3.2 and supporting Commentary]

2.6.3.2. Providing legal representation, training or technical assistance on matters concerning special client groups or on matters of specialized substantive law important to special client groups.

Commentary:
Special client groups include any underserved or disadvantaged groups, including, without limitation, the elderly, disabled, juveniles, or non-English-speaking persons. [B&P Code §6214 (b)(3)(B)]

2.7. The application must include a financial statement that includes the total expenditures of the applicant. The financial statement must meet the requirements of Guidelines 2.7.1 and 2.7.2 below.

2.7.1. The statement must show expenditures for the fiscal year ended most recently before the application deadline, and must be audited or reviewed by an independent certified public accountant. A financial review in lieu of an audited financial statement may be submitted by an applicant whose gross corporate expenditures were less than the amount specified in the Schedule of Charges and Deadlines. Applicants must submit a financial statement no later than 60 days after the application deadline. The required financial statement must be received prior to the disbursement of any funds from the Trust Fund Program.

Commentary:
Independent CPA-audited or reviewed statements are required of organizations with gross expenditures of less than $500,000. Organizations with gross expenditures in excess of $500,000 must submit audited statements. If such a statement is unavailable at the time of the application, you may substitute an approximated financial statement, but you must submit an audited or reviewed statement no more than 60 days after the application deadline. [B&P Code §6222; Rule 3.680(E)(1); Schedule of Charges and Deadlines]

2.7.2. If the financial statement submitted under Guideline 2.7.1 covers a period other than the calendar year, the application must also include an income and expense statement covering the period from the end of the last financial statement to December 31. This statement need not be audited or reviewed but the Commission reserves the right to require an audit or review to confirm the information in this statement. [Rule 3.680(E)(1)]

2.7.3. The financial statement need not distinguish between legal services without charge to persons who are indigent (within the definition of Guideline 2.3.4 above) and other services performed by the project. However, if an applicant does provide other services, the application must include the approximated information requested on the expenditure form(s) identifying expenses incurred providing any of the following services: legal services/other activities, civil/criminal, free/charged, indigent/non-indigent clients, in-state/out-of-state expenditures.

Commentary:
The amount of your grant will be based in part on the amount of your expenditures in the previous year for civil legal services without charge to indigent persons. See Guidelines 2.3.1 through 2.3.4 for the definitions the Commission will use to determine the portion of your expenditures that are qualified to be counted in determining your grant allocation. [B&P Code §6216(b)]

Records that may be used to demonstrate the portion of the organization's expenses that qualify to be counted in determining the grant allocation include the following: records of the numbers of clients served during the previous year; records reflecting time spent on different kinds of services or on services to indigent/non-indigent clients in the previous year; accounting records reflecting expenses incurred providing different kinds of services or on services to indigent/non-indigent clients during the previous year.

If you rely on estimates to establish the amount of your qualified expenditures, you must make the estimates by a method that is reasonably related to the actual expenditure of funds and explain the basis of the estimates.

2.7.4. The financial statement must disclose and segregate any amounts paid to or received from another program applying for an allocation under the Legal Services Trust Fund Program.

Commentary:
In order to avoid double counting, funds contributed by one program to another program, when both are applicants for an allocation from the Legal Services Trust Fund Program, must be disclosed in the financial statements of both programs. In determining allocations, such funds will be counted only for the program receiving the funds, unless those programs have executed a contrary agreement differently allocating the credit for the contributed funds between the two programs. If an agreement is made, both programs must provide a copy of such agreement to the Commission.

2.8. The application must state the counties in which the legal services described in Guideline 2.3 above are provided. An applicant that provides such services in more than one county must state the total expenditures made for services in each county and explain the basis of the county-by-county allocation. In allocating total expenditures among counties on Trust Fund Program applications, an applicant must use a method that is reasonably related to the actual expenditure of funds and explain the basis of the allocation.

Commentary:
You may qualify for allocations only in counties you are presently serving. If you are presently serving more than one county, allocate the expenditures that meet the requirements of Guideline 2.3 by county, explaining the basis for your allocation. The Commission will evaluate whether your allocation is reasonably related to the actual expenditure of funds in light of the particular characteristics of your organization and your services. The allocation information does not need to be audited. [B&P Code §6216(b)]

The following are some of the bases for allocation of expenses among counties served that the Commission has found in past years to be reasonable under appropriate circumstances: numbers of clients served who reside in each county; number of cases handled in each county; actual or estimated hours of service provided in each county, or provided to clients who reside in each county; actual expenses of providing service to clients in each county, including both personnel and non-personnel expenses; statistics that establish the geographic distribution by county of persons who will benefit from the services provided. In certain circumstances it may be necessary to use a combination of these or other methods to arrive at an allocation method that is reasonably related to the actual expenditure of funds. If you rely on estimates, you must make the estimates by a method that is reasonably related to the expenditure of funds and explain the basis of the estimates.

If you allocate expenses to counties other than those in which your individual or organizational clients reside or those in which you provided the services, the allocation must be reasonably related to the geographic distribution of the indigent persons who will benefit from the services. In evaluating the reasonableness of such allocations, the Commission may consider the following factors and any others that aid in making that determination: (1) the forum in which the matter is being pursued, e.g., courts, administrative agency, legislature, etc.; (2) whether the matter can be expected to establish a precedent and the anticipated scope or breadth of that precedent; (3) in the case of a class action, the definition of the class contained in the complaint and proposed or actual class certification orders; (4) a description of the group of individuals that would benefit from a favorable resolution of the legal matter; and (5) the legal issues raised by the matter.

For a legal matter or matters for which you allocate expenses based on residence of persons other than your individual clients, your application must identify the legal matters and, for each matter, provide the information listed in items (1) through (5) in the preceding paragraph. You should also identify the geographic and numeric distribution of the persons the matter may benefit and your approximate expenditures for the matter. Explain the basis of this information. You need not disclose information protected by the attorney-client privilege.

2.9. An applicant wishing to qualify for additional funds may demonstrate that it meets each of the following requirements:

2.9.1. the requirements of Guideline 2.6.1 above; and

2.9.2. the requirements of Guideline 2.6.2 above; and

2.9.3. the requirements of Guideline 2.6.3.1 above; and

Commentary:

See Commentary concerning Guidelines 2.6.1, 2.6.2 and 2.6.3.1. In order to receive a share of the additional funds for a county, you must recruit "substantial numbers of attorneys" in that county. You must also receive cash funds from other sources in the amount of at least $20,000 per year to support free legal representation to indigent persons in that county, and you must have local community support for the operation of a viable ongoing program.

2.9.4. the applicant's principal means of delivering legal services is the recruitment of attorneys in private practice.

Commentary:
See Commentary concerning Guidelines 2.6.1-2.6.3.1. One method by which you may demonstrate that such recruitment is your project's principal means of legal services delivery is to show by objective evidence that the attorneys recruited actually provided substantial free civil legal services and that the number of hours of services so provided in the previous calendar year by attorneys recruited exceeded the number of hours of services provided by lawyer staff employed by the applicant.

An alternative method by which you may demonstrate that such recruitment is your project's principal means of legal services delivery is to show by objective evidence (1) that the attorneys recruited actually provided substantial free civil legal services; (2) that the combined number of hours of service by volunteers, both attorneys and paralegals, exceeds the combined number of hours of service by staff attorneys and paralegals; and (3) that the number of hours of service by volunteer attorneys is more than half as many as the combined number of hours of service by staff attorneys and paralegals.

If you do not use either of these methods to demonstrate your principal delivery means, you should describe and explain in your application the method used. [B&P Code §6216(b)(1)(B)]

STATE BAR TRUST FUND PROGRAM (IOLTA)

INTEREST ON LAWYERS' TRUST ACCOUNTS (IOLTA)

The Legal Services Trust Fund Program receives interest on attorney-client trust accounts and distributes those funds to approximately 100 nonprofit legal aid organizations that provide free legal services in civil matters to indigent Californians.

The program is guided by the Legal Services Trust Fund Commission.

Lawyers who handle small amounts of money for their clients, or money that is held for a short period of time, must participate in the program by depositing these funds into an Interest on Lawyers' Trust Account (IOLTA). (When lawyers hold funds from one client that are large enough or held for a long enough period to earn interest for that client, the funds are segregated so that the client receives the interest.)

Resources for attorneys about opening and maintaining an attorney-client trust account are available at Guidelines for Attorneys.

Effective January 1, 2008, state law requires California lawyers to place IOLTA accounts only at eligible financial institutions. To be eligible, financial institutions must pay dividends or interest rates to IOLTA customers that are "comparable" to what they pay their similarly situated non-IOLTA customers. For information about the new law, refer to the FAQ section about IOLTA "Comparability"

Through the years, many financial institutions have taken a leadership role by increasing rates and reducing or waiving fees on IOLTA accounts. The generosity of these banks has increased access to justice for hundreds of thousands of adults and children who otherwise would have nowhere to turn for help.

Source: State Bar of California Website

THE STATE BAR
OF CALIFORNIA

LEGAL SERVICES TRUST FUND PROGRAM

180 HOWARD STREET, SAN FRANCISCO, CALIFORNIA 94105-1639 TELEPHONE: (415) 538-2252; FAX: (415) 538-2529

Stephanie L. Choy
Managing Director
(415) 538-2249

Lorna Choy
Sr. Grants Administrator
(415) 538-2535

Denise Teraoka
Grants Administrator
(415) 538-2545

Daniel Passamaneck
Grants Administrator
(415) 538-2403

Robert G. Lee
Sr. Accountant
(415) 538-2009

Received by
AUG 1 2 2013
CCWRO
Welfare Rights

August 6, 2013

Dear Project Director:

Enclosed is a fully-executed copy of your program's grant agreement for the 2013-2014 IOLTA grant.

The Trust Fund Program's General Grant Provisions, Guidelines for Management of Tangible Personal Property, Guidelines for Purchases of Real Property and Standards for Financial Management Systems and Audits constitute the compliance and quality control documents that govern the Trust Fund Program.

Please review these documents with your administrative staff to ensure familiarity with your program's compliance requirements. You may contact this office for copies of these documents (unfortunately, they are not currently posted on our website).

For further assistance regarding your IOLTA grant, feel free to contact any of the grants administrators listed on the letterhead. We look forward to working with you!

Sincerely,

Lorna Choy, Senior Grants Administrator
Legal Services Trust Fund Program

Enclosure

ORIGINAL

GRANT AGREEMENT

THE STATE BAR OF CALIFORNIA

LEGAL SERVICES TRUST FUND PROGRAM - IOLTA FUND

This Grant Agreement is made as of July 1, 2013, (the "Effective Date") between The State Bar of California ("State Bar"), a California public corporation, and Coalition of California Welfare Rights Organizations, a California nonprofit corporation ("Recipient").

RECITALS

Pursuant to California Business and Professions Code Section 6210-6228 (the "Act") and Title 3 of the State Bar Rules, (the "Rules"), a Legal Services Trust Fund Program ("Program") has been established in the State of California.

Recipient has completed, executed and submitted to State Bar an Application for Funding under the Program. As part of the Application for Funding, Recipient has completed, executed and submitted to State Bar, Certifications, Assurances, Attachments, and a Proposed Budget (collectively, including the Application for Funding, the "Application Materials").

In reliance upon the representations and agreements made in the Application Materials, State Bar has determined that Recipient is eligible for a grant under the Program for the period commencing on July 1, 2013 and ending on June 30, 2014 ("Grant Period").

The Board of Directors, the officers and similarly empowered staff of Recipient have read and understand the Act, the Rules, the Application Materials and the Legal Services Trust Fund Program General Grant Provisions (the "Grant Provisions").

AGREEMENTS

1. Pursuant to the Program and in reliance upon the promises and representations made by Recipient, State Bar grants to Recipient $65,572 ("Grant Amount").

2. The Act, Rules, Grant Provisions and Application Materials, including any additions or amendments made to the Application Materials by agreement between the State Bar and Recipient, are incorporated into this Agreement as if set forth in their entirety in this Agreement. Recipient agrees to comply with the Act, Rules, Grant Provisions and Assurances and other agreements made in the Application Materials. Recipient agrees to comply with all lawful statutes, rules, regulations, guidelines, policies, instructions and similar directives pertaining to the Program (collectively "Directives") issued by the State of California, the Supreme Court of the State of California or State Bar, including without limitation, any Directive adopted after the Effective Date.

3. Recipient acknowledges that the terms of this grant, including Grant Provision Article 4.05, Regulating Rule 3.680(E)(1), and Business and Professions Code section 6222, require Recipient to submit to State Bar a financial statement that has been audited or reviewed by a certified public accountant within 90 days of the close of Recipient's fiscal year.

RECIPIENT SHALL COMPLETE THE FOLLOWING AS PART OF THIS AGREEMENT

Recipient's fiscal year will end on the following date: June 30th
Acknowledgement by Recipient of duty to submit financial statement (initial): DMM

4. State Bar will use its best efforts to pay the Grant Amount in accordance with the Grant Provisions. State Bar, however, will in no circumstances bear any liability to Recipient or to other persons or entities for delays in payments.

5. Notwithstanding the Grant Provisions or any other provision of the entire agreement regarding the payment of grants, Recipient acknowledges that the Grant Amount and all payments thereof shall be made from funds received by the State Bar pursuant to Business and Professions Code section 6212 and 6033, from the Justice Gap Fund, and the income earned from the investment of such funds, if any, and are contingent upon the availability and sufficiency of such funds to the State Bar, as determined by the State Bar. Consequently, Recipient shall not be guaranteed any specific dollar amount in grant funds, or any grant funds at all, if funds received pursuant to Business and Professions Code section 6212 and 6033, the Justice Gap Fund, and the income earned from the investment of such funds are insufficient or unavailable to the State Bar. The State Bar shall not assume any liability whatsoever to Recipient for any failure to pay the Grant Amount or any part thereof that results because funds are insufficient or unavailable.

6. (a) Recipient acknowledges that, pursuant to California Business and Professions Code section 6033, the State Bar has collected and will continue to collect contributions intended for the Program recipients pursuant to the Act and the Rules (the "Contributions"). Recipient hereby appoints the State Bar as its agent for the sole purpose of collecting and acknowledging the Contributions, and the State Bar hereby accepts the appointment, retroactive to the first date on which any Contributions were received by the State Bar that are ultimately distributed to Recipient.

(b) In furtherance of the agency relationship described in subparagraph (a), the State Bar will (i) receive and distribute the Contributions according to the Act, the Rules, and the Grant Provisions; and (ii) provide a receipt to each person making a Contribution stating that the full amount of the Contribution will be distributed to the Program recipients, who are Section 501(c)(3) organizations for federal tax purposes.

(c) Except as expressly provided in this Paragraph 6, nothing in this Agreement shall constitute the naming of either party as an agent or legal representative of the other for any purpose whatsoever. This Agreement shall not be deemed to create a partnership or joint venture between the parties.

7. Recipient must spend funds received in connection with the Program in each county served in the amounts set forth in the Schedule of Grant Allocations, attached hereto and made a part hereof.

8. Recipient represents and warrants that the Application Materials for a grant under the Program do not contain any misstatement of a material fact or omit any material fact necessary to make the statements contained in the Application Materials not misleading. Recipient will notify State Bar promptly of any change in any material fact affecting Recipient's eligibility to receive funds under the program, including without limitation, any change that affects the accuracy of any statement made in conjunction with Recipient's application for a grant under the Program.

9. Recipient will permit State Bar's agents to inspect at any time any office or other premises maintained by Recipient or used by Recipient in connection with the expenditure of funds received under the Program. Recipient will cooperate with State Bar's agents during such inspections and will furnish the agents with any information that the agents reasonably request as relevant to determining Recipient's compliance with this Agreement. State Bar's right of access to Recipient's records for purposes of compliance will survive the expiration of the Grant Period. In complying with disclosure requirements of this Agreement and of the Program, Recipient may withhold any client-identifying information when Recipient reasonably determines that disclosure would violate the Act, the Rules or a rule or canon of professional responsibility.

10. The Act, Rules, Grant Provisions and Directives set forth requirements concerning use of Program funds and payment for subcontracts to provide legal services ("Subcontracted Services"). Recipient acknowledges its obligation to inform all providers of Subcontracted Services of the requirements of the Program and to obtain from all Subcontracted Services providers a written agreement to comply with all requirements of this Agreement as if that provider is the Recipient. Recipient assigns to State Bar all rights that Recipient has or will acquire to inspect the premises and records of providers of Subcontracted Services to ensure compliance with Program, provided that disclosure of client-identifying information by a provider of Subcontracted Services shall be governed by the provisions of paragraph 8 hereof.

11. (a) Recipient shall not represent or in any way suggest that it may obligate or pledge the credit of the State of California or of State Bar.

(b) Recipient agrees to indemnify, defend, and hold harmless State Bar (including its Board of Trustees, officers, agents, and employees, as the same may be constituted now and from time to time hereafter) from and against any and all liabilities, losses, damages, expenses or costs, whatsoever (including reasonable attorneys' fees, costs and expenses), which may arise against or be incurred by State Bar as a result of or in connection with (i) claims by any and all contractors, subcontractors, providers of consulting services, materialmen, laborers, or any other person, firm, or corporation retained by Recipient to furnish or supply work, service, materials, or supplies in connection with the performance of this Agreement; and (ii) claims by any person, firm, or corporation for injury or damage by Recipient or Recipient's agents in connection with the provision of legal or support services pursuant to this Agreement. Recipient shall further protect, indemnify and hold harmless the State Bar from and against all liabilities, losses, damages, expenses, or costs, whatsoever (including reasonable attorneys' fees, costs and expenses), arising from or in connection with the State Bar's enforcement of its rights under this paragraph. This indemnity provision shall survive the termination or expiration of this Grant Agreement.

(c) Recipient will use reasonable efforts to have State Bar named as an insured party to any liability insurance policies purchased by or for Recipient.

12. This Agreement does not impose on State Bar any obligation to provide Recipient funds in excess of the Grant Amount or beyond the end of the Grant Period.

13. (a) All notices given in connection with this Agreement will be in writing and be made personally or by first-class, certified, registered or express mail addressed to the parties at the addresses stated below:

State Bar:	The State Bar of California 180 Howard Street San Francisco, CA 94105-1617
Attention:	Stephanie L. Choy Managing Director Legal Services Trust Fund Program
Recipient:	Coalition of California Welfare Rights Organizations 1901 Alhambra Boulevard Sacramento, CA 95816
Attention:	Kevin M. Aslanian Executive Director

Notices given by mail will be deemed to have been given five (5) business days after being deposited in a United States Postal Services mailbox or with an express courier mail service. Changes in address for purposes of giving notice will be effective two weeks after giving notice of the change in address.

(b) This Agreement, together with the Application Materials, Rules, Grant Provisions and Directives, contains and constitutes the entire agreement between State Bar and Recipient regarding the State Bar's grant of funds received pursuant to Business and Professions Code Section 6212 and 6033, from the Justice Gap Fund, and any income earned from the investment of such funds, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall be binding upon agents and successors of both parties. No alteration of the terms of this Agreement will be valid or effective unless in writing and executed by each party.

(c) This Agreement was made and entered into by the parties in the State of California and shall be construed according to the laws of that state. Any action or suit brought to interpret, construe or enforce the provisions of this Agreement shall be commenced in the Superior Court of the State of California in and for the County of San Francisco.

(d) Each party has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that its Directors, Governors or similarly empowered persons have read this Agreement, understand it and agree to be bound by it.

(e) No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. No consent or waiver by one party to a breach of this Agreement by the other party, whether expressed or implied, shall constitute consent to, waiver of, or excuse for any other, different or subsequent breach. No amendment, consent or waiver on behalf of State Bar shall be binding upon State Bar unless it is executed by the Executive Director of The State Bar of California or his/her designee.

(f) This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which, together will constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile, email or any other reliable means will be effective for all purposes as delivery of a manually executed original counterpart. Either party may maintain a copy of this Agreement in electronic form. The parties further agree that a copy produced from the delivered counterpart or electronic form by any reliable means (for example, photocopy, facsimile or printed image) will in all respects be considered an original.

By executing this Agreement below, the parties agree to its terms.

Date: 7/31, 2013	Date: JUL 16 2013, 2013
THE STATE BAR OF CALIFORNIA	RECIPIENT
Peggy Van Horn	
By: Peggy Van Horn Chief Financial Officer	By: Kevin M. Aslanian Executive Director
By: Mary Lavery Flynn 7/29/13 Senior Director Legal Services Outreach	By: (Board Chair or Representative) Title: BOARD PRESIDENT

Establishment of the Equal Access Fund (EAF)

The California Legislature established the Equal Access Fund as part of the Budget Act of 1999, joining 37 other states already providing state funding for civil legal aid. These state funding mechanisms are designed to make progress toward the goal of ensuring that the most vulnerable members of society have access to civil legal assistance if they face critical legal issues.

The resources provided through the Equal Access Fund are an important supplement to the other public and private funds that are available in California for the nearly one hundred local nonprofit legal aid providers attempting to meet the civil legal needs of those who cannot afford an attorney. Although the total funding available falls far short of the need, many more low-income Californians would be going without legal assistance were it not for the Equal Access Fund.

The Equal Access Fund was established under the supervision of the California Judicial Council "in order to improve equal access and the fair administration of justice." It has been included in the Governor's proposed budget every year since its establishment in 1999. The fund has received $10 million in each Budget Act from 1999 through 2004.2

The Judicial Council has provided ongoing oversight to this fund since its inception, approving distribution of grants, ensuring quality-control procedures are in place, and appointing one-third of the members of the State Bar's Legal Services Trust Fund Commission that directly
administers the fund.

In establishing the fund, the Legislature took advantage of an existing statutory distribution system for civil legal aid for low-income people: the Legal Services Trust Fund Program. This statutory allocation mechanism ensures that the Equal Access Fund is distributed throughout the state in a fair, efficient manner, using a well-functioning system and avoiding duplication of administration. By statute, the

Equal Access Fund is allocated as follows:

• Ninety percent to nonprofit legal aid providers. Ninety percent of the funds are distributed to organizations providing free civil legal aid to low-income people, according to a formula set forth in California's Interest on Lawyer Trust Accounts (IOLTA) statute;
• Ten percent to court/legal aid self-help centers. Ten percent of the funds are dedicated to partnership grants to nonprofit legal aid providers for "joint projects of courts and legal aid providers to make legal assistance available to pro per litigants."

2 The January 2001 proposed budget included a 50 percent increase in the Fund that was subsequently reduced back to the $10 million level in the final budget because of the economic downturn.

Source: Equal Access Fund -A REPORT TO THE CALIFORNIA LEGISLATURE
MARCH 2005

Part 1-CCWRO Policy Guidelines

-CCWRO Methodology to Allocate Exenses to Funding Source

-Case Review Policy

-Eligibility Criteria for Services

-CCWRO Priority Setting Process

-Conflicts

-Employee Electronic and Computer Use Policy

-Financial Eligibility Guidelines

-CCWRO Job Descriptions

-Procedures for Conducting CCWRO Performance Evaluations

-Office Financial Management and Computer Procedures Summary

-Tickler System

-Vacation/Sick Time Policy

CCWRO METHODOLOGY TO ALLOCATE EXPENSES TO FUNDING SOURCE

CCWRO expenses shall be allocated as:

1. IOLTA Expense
2. EAF Expense
3. Attorney fees expense.

The allocation is made by examining the reason that the expense was incurred. If an expense is incurred as 100% IOLTA or 100% EAF, the bill with be so designated.

If an expense is mixed, the expense will be prorated as reflected in the duly executed IOLTA and EAF contracts.

Each purchase order shall contain the source of funding for the particular purchase order.

If the certain line item has no IOLTA or EAF money to cover the particular, the expense will be allocated to Attorneys fees.

COALITION OF CALIFORNIA WELFARE RIGHTS ORGANIZATIONS, INC.
1901 Alhambra Blvd., 2nd Floor
Sacramento, CA 95816
Telephone: (916) 736-0616
Fax: (916) 736-2645

CASE REVIEW POLICY

The CCWRO Litigation Committee shall meet at a minimum of once a month to review ongoing cases as well as new cases. Between meetings, CCWRO staff shall confer with an attorney member of the Litigation Committee:

(1) whenever issues arise which requires advice; or

(2) whenever the case has moved to a new stage.

CCWRO Eligibility Criteria for Services

CCWRO provides services at no charge to indigent persons as defined in B&PC §6213(d), and the regulations adopted by the IOLTA Trust fund commission to IOLTA funded legal services field programs serving indigent persons. Attorney fees generated through court cases are used to provide services pursuant to the above mentioned statutes and regulations adopted thereunder.

The following persons are eligible for CCWRO services:

1. IOLTA funded legal services field program staff and volunteers;

2. Indigent persons referred to a qualified legal services program (QLSP) or a pro-bono lawyers working in concert with a QLSP;

3. Pro-bono attorneys working in concert with QLSP serving indigent persons.

CCWRO PRIORITY SETTING PROCESS

Every two years, CCWRO shall develop a survey that is sent to qualified legal services programs whose practice includes welfare advocacy. The survey shall include a customer satisfaction survey which addresses CCWRO's responsiveness to legal services programs of California.

The survey shall be emailed to the targeted field programs.

This survey shall request that the advocate from the qualified legal services program completing the survey identify areas where additional services, trainings or activities are needed.

Upon receipt of the completed survey, CCWRO staff shall tabulate the responses. The responses shall be submitted to the Board of Directors in advance to the Board meeting. During the Board meeting staff may make recommendations to the Board.

The Board will adopt a resolution setting forth the priorities for the next two years that staff will carry out.

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SERVICE PRIORITY SURVEY

CCWRO's priorities were established after conducting a Service Priority Survey. The survey was developed on SurveyMonkey.com. More specifically, a certified customer service survey was modified using the tools on SurveyMonkey.com to eliminate bias and to create a survey that would highlight the needs of the QLSP community vis-à-vis CCWRO. To that end, CCWRO sent the survey to the following people with whom we have some experience:

1. Amy Lee, Bay Area Legal Aid
2. Jack Daily, Legal Aid Society of San Diego
3. Jodie Berger, Legal Services of Northern California
4. Kate Meiss, Neighborhood Legal Services
5. Lydia Velasco, Central Cal Legal
6. Ryan Bradley, Legal Aid Foundation of Los Angeles
7. Yolanda Arias, Legal Aid Foundation of Los Angeles
8. Joanna Horning, California Rural Legal Assistance
9. Steve Bingham, Bay Area Legal Aid
10. Vanessa Lee, Neighborhood Legal Services.

CCWRO received 9 responses. The results are attached herein.

CCWRO Service Priority Survey - Response Summary

Total Completed Survey: 9 (100%)

1. In your experience, how has CCWRO performed its support center services?

	Response Percent	Response Count
Extremely professional	33.3%	3
Very professional	22.2%	2
Moderately professional	44.4%	4
Slightly professional	0.0%	0
Not at all professional	0.0%	0

2. Compared to other Support Centers, is our service quality better, worse, or about the same?

	Response Percent	Response Count
Much better	22.2%	2
Somewhat better	0.0%	0
Slightly better	22.2%	2
About the same	44.4%	4
Slightly worse	0.0%	0
Somewhat worse	11.1%	1
Much worse	0.0%	0

3. Support Center Services: How would you rank the importance of the following support services to your program?

	Not Important	Somewhat Important	Important	Very Important	Response Count
Advocacy (litigation or legislation)	0.0% (0)	11.1% (1)	33.3% (3)	**55.6% (5)**	9
Advocacy Support (legal research)	11.1% (1)	22.2% (2)	44.4% (4)	22.2% (2)	9
Consultation	11.1% (1)	33.3% (3)	44.4% (4)	11.1% (1)	9
Information Services	0.0% (0)	11.1% (1)	**55.6% (5)**	33.3% (3)	9
Training/Technical Assistance	11.1% (1)	11.1% (1)	**66.7% (6)**	11.1% (1)	9

Other (please specify)
Organize meetings

4. Substantive Law Priorities: How would you rank the importance of support services in the following substantive areas of law to your program?

	Not Important	Somewhat Important	Important	Very Important	Response Count
CalWORKs	0.0% (0)	0.0% (0)	22.2% (2)	**77.8% (7)**	9
CalFresh (Food Stamps)	0.0% (0)	0.0% (0)	22.2% (2)	**77.8% (7)**	9
Medi-Cal	0.0% (0)	11.1% (1)	33.3% (3)	55.6% (5)	9
Welfare-to-Work	0.0% (0)	0.0% (0)	33.3% (3)	66.7% (6)	9
Adult Services (IHSS)	0.0% (0)	33.3% (3)	11.1% (1)	55.6% (5)	9
General Assistance	0.0% (0)	22.2% (2)	**44.4% (4)**	33.3% (3)	9
Cash-Aid Program for Immigrants	0.0% (0)	44.4% (4)	33.3% (3)	22.2% (2)	9

5. In what areas of substantive law do you believe support centers could offer more relevant expertise?

Clarifications to the public on how their immigration status affects their eligibility for different benefits programs

Focusing on CalWORKs and CalFresh is generally the most helpful. Specialty areas like CAPI or Child Welfare are also helpful.

Unemployment Benefits

6. How useful do you find the following training methods?

	Not Useful	Somewhat Useful	Useful	Very Useful	Response Count
In-person seminars	0.0% (0)	22.2% (2)	11.1% (1)	66.7% (6)	9
Webinars	0.0% (0)	33.3% (3)	11.1% (1)	55.6% (5)	9
Training conferences	0.0% (0)	33.3% (3)	55.6% (5)	11.1% (1)	9
Video recordings	11.1% (1)	44.4% (4)	33.3% (3)	11.1% (1)	9
Audio recordings	22.2% (2)	55.6% (5)	11.1% (1)	11.1% (1)	9
Printed Handouts	0.0% (0)	0.0% (0)	66.7% (6)	33.3% (3)	9
Pre/Post Training Evaluations	0.0% (0)	22.2% (2)	44.4% (4)	33.3% (3)	9

7. Are there any issues or topics you would like a support center to help you address? If so, what are they?

Nothing at present.

Hearings

8. How likely are you to recommend CCWRO to other Qualified Legal Services Programs?

	Response Percent	Response Count
Extremely likely	33.3%	3
Very likely	33.3%	3
Moderately likely	33.3%	3
Slightly likely	0.0%	0
Not at all likely	0.0%	0

9. What changes would most improve how CCWRO could provide supportive services to your program?

None. 1/26/2012 8:49 AM

Focus on Welfare to Work issues as that has been the most beneficial information I've received from CCWRO. 1/24/2012 8:46 AM

A more focused explanation of what CCWRO can offer along with examples of previous successes. 1/23/2012 10:41 PM

Better organization and follow through; ensuring consensus prior to asserting advocate response (vs. personal). 1/20/2012 12:27 AM

Webinars. 1/20/2012 11:47 AM

IHSS. 1/19/2012 5:09 PM

10. If you are not likely to use CCWRO for support services, why not?

	Response Percent	Response Count
Do not need the support	0.0%	0
Do not want to use support centers	33.3%	1
Satisfied with more local support centers	66.7%	2
CCWRO doesn't have the requisite expertise	0.0%	0

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CONFLICTS

When CCWRO staff interviews potential clients, staff shall ask the potential client if any members of her/his family or friends have been represented by CCWRO. Staff shall review cases to determine if CCWRO has any other cases with that client or with the client's opponent. If an apparent conflict exists, the CCWRO staff review the case to determine if there is an actual conflict. If there is no actual conflict, the CCWRO staff will discuss the apparent conflict with the client. If the client wants CCWRO to represent her or him, the CCWRO will have the client sign the retainer agreement.

CCWRO EMPLOYEE ELECTRONIC AND COMPUTER USE POLICY

Computer

CCWRO's computers may be used at the home of an employee to provide flexibility of workspace and time when working on projects relating specifically to CCWRO activities. It is the responsibility of each user to ensure that electronic communications technology is used for proper business purposes, in a manner that is responsible, professional and legal, does not compromise the confidentiality of sensitive information, does not compromise the security of CCWRO's computer resources and is consistent with the mission of CCWRO.

All aspects of CCWRO computer, technology and communications systems, including but not limited to hardware, software and all files and message contents, are the property of CCWRO. The computer, technology and communications systems including e-mail and Internet access are business tools provided by CCWRO, which should be used for CCWRO purposes only.

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FINANCIAL ELIGIBILITY GUIDELINES

Any legal services field program receiving IOLTA and EAF funds are eligible for CCWRO services.

When an IOLTA or EAF project refers an individual client to CCWRO, CCWRO shall determine whether the individual meets the financial eligibility criteria by:

1. Determine if the IOLTA or EAF project has accepted the individual as a client. If the individual meets the financial eligibility requirements for legal services field programs then CCWRO shall determine that the individual meets CCWRO's financial eligibility requirements.

2. When the IOLTA or EAF project has not accepted the individual as a client, CCWRO shall review the individual income and expense information. If the client's household income is within the California Judicial Council standards for approving a waiver of court fees and costs (in Forma Pauperis), the individual will be financially eligible for CCWRO's services.

CCWRO JOB DESCRIPTIONS

Executive Director

Coalition of California Welfare Rights Organizations (CCWRO) maintains a full time position of Executive Director. The Executive Director works out of CCWRO's Sacramento, California office. The Executive director answers to the Board of Directors of CCWRO.

CCWRO engages in high-impact advocacy throughout California, focusing principally on litigation, legislative, administrative, and policy advocacy on public assistance issues that affect broad grouping of low income residents of the state that have been requested by legal services programs in California.

CCWRO is a non-profit, public interest law firm that is part of the civil legal services network of programs in California. It is funded through California State Bar IOLTA and the Equal Access Fund, as well as the collection of counsel fees. It does not receive federal Legal Services Corporation funding.

CCWRO's Executive director has the following responsibilities:

-Staffing, informing and developing CCWRO's Board of Directors;
-Maintain relationships with other California Legal Services programs and other public interest groups and CCWRO's regular funding sources;
-Develop new sources of funding for CCWRO's activities;
-Work with staff and board to provide program direction and new initiatives;
-Supervise staff and administering program activities;
-Engage in substantive advocacy, including litigation and other client-based advocacy.

Salary: $31,000-$55,000 with full medical coverage.

Directing Attorney

The Directing Attorney for CCWRO provides litigation support services to California's legal services programs. The Directing Attorney is responsible for complex welfare related litigation and support services. The directing attorney is also responsible for doing legal analysis of proposed regulations, legislation and policies. The directing attorney provides co-counseling services to legal services programs in California.

Requirements: Minimum of 15 years supervisory and general administration experience, preferably in providing legal services to low-income groups including welfare recipients. California Bar membership is required.

Salary: $31,000-$54,000 based on bar admission date with full medical coverage.

JOB DESCRIPTION: LAW STUDENT INTERN

JOB SUMMARY: Under the Directing Attorney's supervision, the intern works on impact litigation cases. The intern performs research and writes memoranda; manages case files; performs administrative duties such as filing, copying staffing receptionists desks; assists with preparation for trials, hearings, and depositions; attends client meetings; assists co-counsel; attends trials, hearings, arguments, and depositions; research legislative histories, etc. The intern shall also respond to calls from field programs in areas of public assistance.

JOB DUTIES:
-Gather evidence for cases including contact with petitioners, co-counsel and reviews case files.
-Assists in the case opening process.
-Drafts legal pleadings and motions.
-Drafts case correspondence as needed.
-Answers public benefits questions received from field programs by researching and drafting responses. After review by the Directing Attorney, the Intern will transmit the answer to the field program.

EDUCATION: Bachelor's degree and current law student. Grade point average and class rank are considered.

EXPERIENCE: None needed. Participation in extracurricular activities, oral and written communication skills, interest in public service, and prior employment are all considering factors for students to be selected for internships.

COMMITMENTS: 10-15 hours a week depending upon units being carried.

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PROCEDURES FOR CONDUCTING CCWRO PERFORMANCE EVALUATIONS

Pursuant to CCWRO Board Resolution, a Subcommittee of three Board Members has been formed regarding employee performance evaluations. Each subcommittee member completes an evaluation. The Board President compiles the evaluations and writes one coordinated performance evaluation.

The Board President then meets with each employee regarding his/her performance evaluation.

CCWRO Office Financial Management and Computer Procedures Summary

CCWRO adopted procedures as defined in State Bar Trust Fund Standards for Financial Management Systems for Cash Receipts and Disbursements; Payroll; Real and Personal Property.

Accounting

Cash Receipts: A cash receipts journal is used to record cash, checks, money orders in chronological sequence when received. Bank deposit slips must contain sufficient information so that all deposits can be identified with their source.

Cash Disbursements Journal: A cash disbursement journal is used to record disbursements in a chronological sequence. All disbursements must be made by prenumbered checks used in numerical sequence. Each check must be supported by appropriate documentation evidencing the nature and propriety of the expense.

Payroll Records: Basic payroll records must accumulate payroll data required by federal, state and local laws. Documentation must be maintained to support individual gross earnings. A personnel file should be established for each employee and should include:
Employment contract if applicable, wage or salary authorization; current Federal income tax withholding form (W-4); current State income tax withholding form and authorization for all other payroll deductions.

Property Records: Property records shall be maintained for each item costing in excess of $1,000 per unit. Property records must include: 1) a description of the item, including model and serial number; 2) date of acquisition; check number. 3) location and current status of equipment.

Computer

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All aspects of CCWRO computer, technology and communications systems, including but not limited to hardware, software and all files and message contents, are the property of CCWRO. The computer, technology and communications systems including e-mail and Internet access are business tools provided by CCWRO, which should be used for CCWRO purposes only.

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TICKLER SYSTEM

CCWRO maintains a computer record of the cases by client name, and includes the date opened, filing date of the action, deadlines and other dates.

When a file is opened, the case is entered into the computer record. The deadline for the filing is entered.

At the beginning of each quarter and each month, the computer record is reviewed for action to be taken. Any action to be taken within the next three months is noted on the monthly desk calendar and the case file is reviewed.

Any case not acted upon in a given month will be reviewed on the first of the next month and reviewed for actions needed.

The computer record is updated by indicating a new date and action to be taken.

CCWRO MEMORANDUM

DATE:	8/14/09
TO:	**CCWRO Board of Directors**
FROM:	**Kevin Aslanian**
RE:	**Agenda Item-PROPOSED AMENDED CCWRO VACATION AND SICK TIME POLICY**

Dear Board Members:

It has come to our attention that our Vacation and Sick leave policy (effective 1/1/86, attached) is incorrect. We would like to replace this old policy with an amended one as shown below.

We are hereby presenting the new policy to you for your comments to be discussed as an agenda item at the next board meeting in September.

Vacation and Sick Time policy is as follows:

Employment period	Vacation Time	Sick Time
0-6months	none	only emergency basis
6-12 months	1 week	1 week
Less than 5 years	2 weeks	2 weeks
5- 10 years	3 weeks	3 weeks
Year 10 +	4 weeks	4 weeks

Additional leave of absence or sick time may be approved on a case by case basis by the Executive Director of CCWRO.

Expiration of Vacation and Sick Leave

All vacation and sick leave shall expire after the end of the next calendar year.

Looking forward to your comments.

Kevin

Part 2-CCWRO Legal/Litigation Policy Guidelines

-Attorney-Client Fee Retainer Agreement

-Calendaring System

-Case Acceptance Policy

-Client Grievance Procedures

-Co-Counsel Agreement

-File Checklist

-Intake Sheet

-Case Opening Policy

-Case Closing Policy

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ATTORNEY-CLIENT FEE RETAINER AGREEMENT

This Agreement is the written fee contract required by California law. It is between the Attorney for the Coalition of California Welfare Rights Organizations, Inc. (hereafter CCWRO) and ______________________________, the Client. The terms and conditions of this agreement become effective when each party has signed a copy of this agreement.

SCOPE OF SERVICES

Client is retaining Attorney to represent her/him in the matter of the claim(s) against the
____
____
____

CCWRO will provide the Client with assistance only on the matter described above.

CCWRO's obligations under this agreement will end when the services described above are completed, or when representation is terminated, as provided below.

This agreement does not cover appeals from administrative hearings decisions or court judgment unless it specifically says so. Legal services for any other matters are not covered by this agreement. The Client may apply for legal assistance for new matters, but CCWRO is not obligated to provide any assistance under this retainer agreement.

The CCWRO advocate handling this case at any given time may or may not be an attorney. In all cases, however, the handling of the case will be supervised by an attorney.

CCWRO will take all steps required to prosecute this action and to keep client fully informed of progress and to promptly respond to Client's inquiries.

CCWRO may employ, associate or dismiss any qualified person, including but not limited to private attorneys or attorneys from public interest law firms which co-counsel in poverty law cases. By signing this agreement, Client consents to such consultation and co-counseling as, in CCWRO's judgment, are needed in this case.

Additional attorneys may assist in the development and prosecution of the aforementioned legal action to the extent permitted by law.

CCWRO's attorneys are not, by this agreement, agreeing to represent Client in any appeal in this action. Any action regarding appeal of this action will require an additional agreement.

COMMUNICATION

As required by the Rules of Professional Conduct, the CCWRO advocate will communicate with the Client to the extent reasonably necessary to permit the Client to make informed decisions regarding this case and to alert the Client to important developments. The advocate will keep the Client reasonably informed about the status of the case and will promptly comply with any reasonable requests for information.

All documents provided to CCWRO by the Client or prepared on the Client's behalf will be returned to the Client on request, but CCWRO may make and keep copies of all documents.

All communications between CCWRO and the Client will be kept confidential, consistent with the Rules of Professional Conduct and other applicant Federal law.

CLIENT'S DUTIES

Client agrees to be truthful with CCWRO and cooperate fully and promptly in this prosecution of this action. Client agrees to answer question asked by the advocate, provide all information and papers requested by the advocate.

Client agrees to attend scheduled appointments. Client agrees to answer interrogatories, and appear at depositions and hearings.

Client agrees to testify when requested by advocate, and consult with the advocate before accepting a settlement offer.

Client will keep CCWRO informed of Client's address and telephone number where the Client can be reached during normal business hours. Client will inform CCWRO of any developments related to this case.

Client further agrees not to discuss this case with agents or employees of the opponent who does not have express approval of CCWRO to discuss the lawsuit with client.

Client agrees to respond to phone calls and correspondence from the CCWRO advocate on a timely basis.

The Client will also notify the advocate of any change in income.

The Client has retained CCWRO to act as an intermediary with opposing parties and their attorneys. Effective representation requires that client communicate with opposing parties and their attorneys only through CCWRO. If an opposing party or attorney contacts the Client in person, by phone, or by letter, the Client will immediately notify the CCWRO advocate.

PAYMENTS

Client understands that the Client is responsible for and may be required to pay courts costs for this case. Court costs may include but are not limited to: filing fees, deposition costs, subpoenas, witness fees, court-ordered social studies, psychological, attorney ad litem fees, blood-test expenses, and costs for copies of documents charged by other agencies or organizations such as hospitals, doctors, state agencies, or schools. The Client understand that CCWRO may ask the Client to reimburse CCWRO for any expenses CCWRO may have paid or may be required to pay.

CCWRO agrees to keep any court costs to a minimum and to inform client in advance of any disbursements in excess of $50. Attorneys agree to seek an order from the Court that Defendant reimburse such costs and expenses, as may be allowed by law upon successful conclusion of the case and to reimburse client for his/her expenditure for which prior reimbursement was paid to CCWRO.

If CCWRO advances any court cases, the Client understands that such costs will be deducted from any settlement or court judgment that the Client receives. If CCWRO advances the Client any court costs and the Client do not recover anything by settlement or court judgment, CCWRO will waive the client's responsibility for all costs advanced.

CCWRO will determine whether to prepare and file the lawsuit with a request that the court waive the filing fee. If the court does not waive the filing fee, the Client will be responsible for the filing fee.

In the event that the Client does not win in this case, the Client understands that the Client may be responsible for payment of the court costs of the opposing party, including filing fees, expert witnesses, transcripts of court report fees, and costs for copies. In some types of cases the opposing party also may have the right to seek attorney's fees from the Client. CCWRO has no obligation to reimburse the Client for any costs or fees awarded against the Client.

MULTIPLE CLIENTS

In any situation involving multiple parties, there is a possibility that the individual party's interests may conflict. Even when all parties' interests are initially the same, circumstances can change and a conflict can develop. In such cases, one or more individuals may want to pursue a course different from the course the others want to pursue. It is possible, for example, that different settlement opportunities may be presented for different individuals.

If this case involves multiple clients, the Client understands that:

(1) the Client may wish to consult an independent attorney for advice about whether to proceed with joint representation in this matter;

(2) one consequence of the joint representation is that any communications the Client may have with CCWRO with regard to this matter will not be subject to the attorney-client privilege in subsequent disputes that may occur among clients, although they will retain their protected status as against other whom CCWRO are not representing jointly with clients.

(3) if disagreements arise among clients about how to proceed with the case, CCWRO will not be able to resolve them or advise clients individually about their resolution; and

(4) if subsequent litigation occurs among clients, CCWRO will be precluded from representing any of the clients in that litigation.

It is agreed that if a conflict of interest arises which cannot be resolved, CCWRO will withdraw from the representation of those individuals who wish to pursue a course different from that recommended by CCWRO. It is also agreed that in a conflict situation, CCWRO may continue to represent those clients who wish to follow the recommendations of CCWRO.

The Rules of Professional Conduct of the State Bar of California require attorneys to obtain the client's consent in writing to any joint representation. By signing this retainer agreement, the Client consents to the joint representation, if such representation is contemplated in this case.

ATTORNEY FEES

CCWRO will seek no compensation directly from the client, CCWRO agrees to seek compensation solely from Defendants pursuant to statutory and common-law fee award authority and agree that client will have no obligation for fees. Client agrees that any such court awarded fee shall be the property of CCWRO, and hereby assigns any such award to CCWRO. Client agrees that CCWRO, may in its complete discretion, may require opposing party to agree to payment of attorneys' fees as a condition of any settlement.

SETTLEMENT OF CASE

The Client agrees that CCWRO may take all necessary and appropriate actions in providing the Client, including, but not limited to, entering into settlement negotiations. The Client understands that CCWRO will attempt to contact the Client and advise the Client of any settlement negotiations. CCWRO will not agree to a final settlement without my express approval as long as I remain in contact with CCWRO and respond promptly to CCWRO's correspondence. The Client understands and agrees that if a settlement offer has been made by the other side and the Client fails to respond to CCWRO's request for communication, or the Client fails to notify CCWRO of the Client's whereabouts, CCWRO may withdraw from representing the Client.

The Client understands that the Client may choose—and if the Client signs this paragraph, the Client specifically AGREE and does choose—to authorize CCWRO to settle the case in the event that the Client fails to respond to CCWRO's requests for communication and/or fail to notify CCWRO of the Client's whereabouts. CCWRO may settle on the terms that it reasonably believes are the most favorable that it can negotiate on the Client's behalf and which represent the best result for the Client.

Dated: ______________________________ ____

Signature

DISCHARGE AND WITHDRAWAL

The Client understands that the Client may request that CCWRO stop all further legal assistance to the Client and to withdraw from the case. If the Client so requests, CCWRO will comply with the request in a manner consistent with the Rules of Professional Conduct and any applicable rules of court and civil procedure.

The Client understands that CCWRO may close the case, withdraw from the case, or dismiss the case, as may be appropriate under the circumstances and as may be consistent with the Disciplinary Rules of Professional Conduct, if:

(1) CCWRO has completed the services it has agreed to provide or CCWRO has reasonably determined that further representation would not benefit the e Client.

(2) The Client violated any of the Client's duties.

(3) CCWRO is not able to contact the Client despite reasonable efforts.

(4) The Client indicates an intention to give false testimony or the Client misrepresented or concealed facts concerning the Client's case.

(5) The Client directs CCWRO to file any paper, or insist on pursuing any claim or defense, which CCWRO reasonably beliefs will subject the attorney to sanctions.

(6) The Client refuses to obey a court order which CCWRO has advised the Client to obey.

(7) The financial circumstances upon which the Client was accepted as a client to CCWRO changes significantly.

(8) CCWRO experiences a decrease or termination of funding, or has conditions imposed upon it which do not permit representation in this matter.

COMPLAINTS

If Client has a complaint regarding the manner or quality of services being provided by a CCWRO staff member, the Client understands that the Client may make a formal written complaint.

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NO GUARANTEE

Nothing in this Agreement and nothing in CCWRO's statements to Client is a promise or guarantee about the outcome of this case.

Dated:

____

GRACE A. GALLIGHER
Directing Attorney, CCWRO

I have read this Contract and agree to its terms.

Dated:

____

Client

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Calendaring System

CCWRO maintains a master yearly calendar. The following dates shall be entered on the Master Calendar.

(1) Hearing dates.

(2) Deposition dates.

(3) Dates that discovery is due.

(4) Dates that cases were filed.

(5) Deadlines for responsive pleadings.

The calendar will be updated as necessary dates occur.

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CASE ACCEPTANCE POLICY

No case is to be accepted prior to discussion and approval of the case by the CCWRO Litigation Committee. (In emergencies, the advocate shall discuss the case with at least one attorney member of the Litigation Committee.) At the case review discussion, the advocate who wants to take a case shall be prepared to discuss the legal and factual issues.

Factors to be considered in deciding whether to accept a case shall includes:

(1) Client Eligibility Standards and Guidelines;

(2) Program Priorities;

(3) Unacceptable probability of success;

(4) Potential benefit outweighed by excessive costs of pursing matter;

(5) Case load limitations;

(6) Alternative agencies in community; and

(7) Whether the case, if won, could establish negative public policy.

In accepting a case, CCWRO shall affirmatively select cases that focus resources on cases which offer the possibility of eliminating a practice, rule, or problem which affects a large number of persons within the State of California.

When a case is not accepted for representation, the reasons shall be noted and the individual shall be informed that CCWRO is unable to represent her or him. The individual will be given the name of other community resources that may be able to assist the individual.

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CLIENT GRIEVANCE PROCEDURES

When a client seeks to submit a written grievance against a CCWRO paralegal, the client submits the complaint to the CCWRO attorney who reviews the written complaint and forwards it to the Board President on the day the complaint was received.

Within three working days, the Board President and the attorney shall discuss the complaint with the paralegal.

(1) If it is determined that the grievance is valid, the Board President shall raise the grievance before the CCWRO Board of Directors and the Board of Directors shall take corrective actions. The Board President shall prepare a letter to the client and inform the client of the steps that will be taken to correct the problem.

(2) If it is determined that the grievance is not valid, the Board President shall prepare a letter to the client and inform the client of the reason why the grievance was not valid. The client will be allowed to submit further statements why the grievance is legitimate.

When a client seeks to submit a written grievance against a CCWRO attorney, the client submits the complaint to the CCWRO Executive Director who reviews the written complaint and forwards it to the Board President on the day the complaint was received.

Within three working days, the Board President and the Executive Director shall discuss the complaint with the attorney.

(1) If it is determined that the grievance is valid, the Board President shall raise the grievance before the CCWRO Board of Directors and the Board of Directors shall take corrective actions. The Board President shall prepare a letter to the client and inform the client of the steps that will be taken to correct the problem.

(2) If it is determined that the grievance is not valid, the Board President shall prepare a letter to the client and inform the client of the reason why the grievance was not valid. The client will be allowed to submit further statements why the grievance is legitimate.

CO-COUNSEL AGREEMENT

This Agreement is entered into between Coalition of California Welfare Rights Organzations (hereafter ("CCWRO") and ______________________(collectively hereafter "Counsel") representing the petitioners, ______________________ in affirmative litigation named____________ to be filed against ______________________charging that______________________

____.

The purpose of this agreement is to memorialize the rights and responsibilities of Counsel relative to (1) designation of lead counsel, (2) decision making, (3) record keeping, (4) liability for assessment of fees or sanctions, (5) press releases and press contacts, (6) out-of-pocket expenses, and other such matters as are discussed herein as related to the conduct of this litigation. This agreement does not preclude Counsel from entering into other agreements with respect to matters not agreed to herein.

CCWRO and Counsel agree as follows:

1. Lead Counsel.

Counsel agree that______________shall be lead counsel. ______________________. Lead counsel is responsible for ensuring that this litigation is prosecuted in a timely and professional manner. Lead counsel shall be responsible for ensuring that all necessary work is assigned to specific counsel, maintaining the master case file and a calendaring system, communicating with opposing counsel, and scheduling and presiding over meetings. With respect to any claim for and/or collection of attorneys' fees, only, it is understood that __________ shall be lead counsel.

2. Division of Responsibilities.

Specifically, counsel agree to the following division of tasks and responsibilities:

- ______________________________ shall be lead counsel.
- ______________________________ shall be primarily responsible for discovery;
- ______________________________ shall be responsible for filing of pleadings.
- All counsel shall jointly agree upon media press releases, but ____________________ shall be responsible for the distribution of the releases and coordination of the media contacts. Plaintiffs' individual local counsel shall be primarily responsible for contacting plaintiffs about media requests for interviews.

3. Decision Making.

All decisions concerning the conduct of the litigation shall be made by consensus and in a manner consistent with the Rules of Professional Conduct of the State Bar of California. Absent consensus, lead counsel shall make the decision, reasonably and in good faith.

4. Record Keeping.

Each Counsel is responsible for keeping its own contemporaneous written record of hours spent by attorneys and legal workers in this case, including the date, time spent, and work performed.

5. Liability for Assessment of Fees or Sanctions.

Counsel in this case equally shall share liability for fees, costs, or sanctions assessed directly against attorneys, unless the assessment resulted from actions taken outside the generally agreed upon litigation strategy and/or the Rules of Professional Conduct. In that case the attorney or the program employing the attorney responsible for those actions shall be liable for the assessment. Nothing in this agreement shall be deemed as acceptance of responsibility or liability on behalf of any of the attorneys as individuals for the fees, costs, or sanctions imposed.

6. Press Releases and Press Contacts.

All press releases and other press contacts shall be instituted jointly, to the extent possible. Each Counsel communicating with the press regarding this case shall mention all other Counsel.

7. Attorneys Fees and Costs Motions

In the event that the litigation is successful in whole or in part, Counsel will move for court-awarded fees, costs and expenses. Counsel agree to prepare and file a single consolidated bill of costs and expenses. Counsel requesting fees will file a single, consolidated application/motion for fees.

If costs, expenses or attorney fees are awarded by the court or obtained through a negotiated settlement, they will be distributed among Counsel proportionately according to the expenditures of each counsel after (a) all "Out of Pocket Expenses," as defined below, are first reimbursed to the remitting counsel and (b) any required reimbursements are made to the Transcript Reimbursement Fund and to the court for fee waivers.

Distribution of any remaining fees awarded to the plaintiffs by order or the court after motion or by settlement will be divided among the Counsel in proportion to the reasonable attorneys fees claimed (reasonable hours expended times reasonable hourly rate) by each of the Counsel seeking fees. LSC PROGRAM, however, shall not claim, collect or retain any amounts attributable to attorney fees.

No counsel has any contingency fee arrangement.

8. Out-of-Pocket Expenses.

The parties will share out-of-pocket expenses on the following basis:

_____________% - _____________, excluding fees for the use of any computer.

For purposes of this agreement, "out-of-pocket expenses" are defined to include filing fees, court fees, certified shorthand reporters' fees, other fees in connection with depositions, fees for service of process, consultant fees, fees for the use of any computers, witness fees, payments to expert witnesses and any other fees or expenses specifically agreed to in writing by all the parties to this agreement.

____ initially shall pay all out-of-pocket expenses upon submission of a written request or invoice from any Counsel. Individual expenditures exceeding $1,000.00 shall require written consent of the parties.

Counsel will apply for any applicable waiver of fees, such as certified shorthand reporters= fees and filing fees on behalf of plaintiffs eligible for fee waivers.

Out-of-pocket expenses do not include ordinary overhead costs such as photocopying and secretarial time or payment of salaries and travel expenses for any attorneys or staff working on this case.

8. **Withdrawal of Parties/Termination of Agreement.**

This agreement will terminate at the conclusion of the litigation, including any necessary monitoring or implementation of the relief obtained. This agreement may be terminated by any party prior to the conclusion of the litigation for "good cause" and upon adequate written notice to the every other party, together with a statement of reasons which constitute good cause. All parties agree that any withdrawal shall be consistent with the Rules of Professional Conduct of the State Bar of California, specifically Rule 3-700.

9. **Supplemental Agreements**

This Co-Counsel Agreement may be amended or supplemented by the Counsel through supplemental Co-Counsel Agreements, written addenda, or letter agreements formally agreed to by each of the Counsel.

10. **Counterparts**

This agreement may be executed in one or more counterparts, and by facsimile or scanned signature, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

Dated: ______________ COALITION OF CALIFORNIA WELFARE RIGHTS ORGANIZATIONS

By: ______________________________
GRACE A. GALLIGHER

Dated: ______________

By: ______________________________

CHECK LIST

Date ______ Name: ________________________ SS# _______________

Clients Address ____

______________________________ Tel #: ______________

DATE ACTIONS TAKEN

_______	Received copy fh decision	_______	**Filed Complaint/Petition**
_______	Prepare Complaint/Petition	_______	service of complaint
_______	Signed verification	_______	file proof of service
_______	Proof of Service	_______	request admin record
_______	Attachments to Complaint	_______	prepare file

PROSECUTION OF CASE

DATE SERVED	TYPE AND NO. OF DISCOVERY SERVE	DATE OF RETURN
__________	____________________________	________________
__________	____________________________	________________
__________	____________________________	________________
__________	____________________________	________________
__________	____________________________	________________
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__________	____________________________	________________
__________	____________________________	________________
__________	____________________________	________________

DATE FILED	TYPE OF TRIAL	TRIAL DATE
__________	____________________________	________________
__________	____________________________	________________
__________	____________________________	________________
__________	____________________________	________________

SETTLEMENT OF CASE

DATE OF PROPOSAL	IDENTIFICATION OF PROPOSAL (¶ OR RESPONDENTS; VERSION?)	DATE RECEIVED/ RETURN REQUESTED

CORRESPONDENCE

DATE	TO/FROM	SUBJECT MATTER

COALITION OF CALIFORNIA WELFARE RIGHTS ORGANIZATIONS, INC.
1901 Alhambra Blvd., 2nd Floor
Sacramento, CA 95816
Telephone: (916) 736-0616
Fax: (916) 736-2645

INTAKE SHEET

NAME: ____________________

ADDRESS: ____________________

____

COUNTY OF RESIDENCE: ____________________

SSN: __________ TELEPHONE: __________

REFERRING AGENCY ____________________

NO. IN HOUSEHOLD: ______ PRIMARY LANGUAGE ______

SSUE: ____________________

____

____

____

____

____

MONTHLY HOUSEHOLD INCOME:

EMPLOYMENT: ______
CHILD SUPPORT: ______
GA: ______
AFDC: ______
SSI: ______
SOC. SEC.: ______
UNEMPLOYMENT: ______
VETERANS: ______
OTHER: ______

INITIAL INTERVIEW: ______
DATE OPEN: ______
DATE CLOSED: ______
REASON CLOSED: ______

____

____

____

____

COALITION OF CALIFORNIA WELFARE RIGHTS ORGANIZATIONS, INC.
1901 Alhambra Blvd., 2nd Floor
Sacramento, CA 95816
Telephone: (916) 736-0616
Fax: (916) 736-2645

CASE OPENING PROCESS

1. When a potential client contacts CCWRO, determine the referral source, i.e., which legal aid office made the referral. Ascertain the legal problem. If the issue is one of current public assistance benefits, the individual would be eligible under the income guidelines.

2. Ascertain the person's income. If the income for the family is within the Superior Court Fee Waiver Guidelines so that the family would be eligible for a fee waiver, then the family is eligible for CCWRO's services.

3. If possible, arrange for an office interview. Otherwise have the person send any and all correspondence relating to the problem, the position statement, the administrative hearing decision and all of the available papers.

4. Inform the person that CCWRO has not accepted the case and must evaluate the case before CCWRO can decide to take it. Tell the person that CCWRO has not contacted him/her within 20 days from mailing the information to CCWRO, to call CCWRO at (916) 736-0616.

5. Upon receipt of the packet of information, review the documents.

   (a) If the case has no merit, send a letter to the individual declining representation and return the documents.

   (b) If the case has merit, discuss the case with the Litigation Committee. If the case is approved, contact person and complete an intake form during the interview process.

   (c) If the Litigation Committee decides the case is not acceptable, send a letter to the individual declining representation, suggest that the person contact legal services and return the documents.

6. Notify the client that CCWRO is willing to accept the case. Be specific in describing which services CCWRO will be providing. Tell him/her that CCWRO will send a Retainer Agreement and blank Releases of Information for a signature and date. Tell him/her to carefully review the retainer agreement and if she has questions to call before signing. Then tell the person to date/sign the retainer and releases and return it to CCWRO.

7. Upon receipt of the retainer, sign and date it and send the client a copy. Open a file in the client's name.

8. Add client's name to Active Case list.

COALITION OF CALIFORNIA WELFARE RIGHTS ORGANIZATIONS, INC.
1901 Alhambra Blvd., 2nd Floor
Sacramento, CA 95816
Telephone: (916) 736-0616
Fax: (916) 736-2645

CASE CLOSING PROCESS

1. The legal case will be closed under two conditions: (1) after completion of the representation and receipt of the attorney fees; or (2) upon the failure of the client to maintain contact CCWRO prior to the filing of the action.

2. If the client has not maintained contact with CCWRO and telephone contact is not maintained, send a letter requesting the client to call within 10 working days. If the client does not contact CCWRO within that time, send the client a letter informing the client that CCWRO will terminate representation if the client does not contact CCWRO within 10 days.

3. Upon the termination of the action, send a closing letter to the client.

Part 3-CCWRO By-Laws and Articles of Incorporation

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

The undersigned certify that:

1. They are the **president** and the **secretary** , respectfully of the **COALITION CALIFORNIA WELFARE RIGHTS ORGANIZATIONS, INC.**, a California corporation.

2. Article II of the Article of Incorporation of this corporation is amended to read as follows:

II.

A. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit law for charitable purposes.

B. *The specific purpose of this corporation is to provide advocacy, consultation, legal representation and informational services to legal services and IOLTA funded field programs, low and moderate income individuals, families, and organizations that represent and assist low and moderate income persons as well as to the many underserved populations that exist today.*

Furthermore, we believe that often the voices of the low income, moderate income and underserviced populations are often silenced by bureaucratic manipulation or intimidation. To create or continue bureaucratic systemic change, we are dedicated to ensuring access for low and moderate income individuals and underserviced populations to all public assistance programs, hearings and activities that they may be eligible for and participation to ensure that the civil rights of all are protected.

C. The mission statement of this corporation is "Making the Place We Live The Place We Can Succeed".

3. The foregoing amendment of Article of Incorporation has been duly approved by the required vote of he members.

We further under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: May 16, 2004

Stephen Goldberg

Stephen Goldberg, President

Marta Chaves

Marta Chaves, Secretary

AMENDED

CCWRO BY LAWS
AND
ARTICLES OF INCORPORATION

(Amendments are in italics)

ARTICLES OF INCORPORATION
OF
COALITION CALIFORNIA WELFARE RIGHTS ORGANIZATIONS, INC.

I.

The name of this corporation is COALITION OF CALIFORNIA WELFARE RIGHTS ORGANIZATIONS.

II.

A. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit law for charitable purposes.

B. The specific purpose of this corporation is to provide advocacy, consultation, legal representation and informational services to legal services and IOLTA funded field programs, low and moderate income individuals, families, and organizations that represent and assist low and moderate income persons as well as to the many underserved populations that exist today.

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C. The mission statement of this corporation is "Making the Place We Live The Place We Can Succeed".

III.

The name and address in the State of California of this corporation's initial agent for services of process is KEVIN M. ASLANIAN, 1901 Alhambra Blvd., Sacramento, CA 95816.

IV.

A. This corporation is organized and operated exclusively for educational and charitable purposes with the meaning of Section 501(c)(3) of the Internal Revenue Code.

B. No substantial part of the activities of this corporation shall consist of carrying out propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statement) on behalf of any candidate for public office.

V.

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director,officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation its assets remaining after payment, or provision for payment, of all debts and liabilities o this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under 501 (c)(3) of the Internal Revenue Code.

January 18, 1984

____
KEVIN M. ASLANIAN

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

____
KEVIN M. ASLANIAN

Amended:____________________________

BY LAWS

COALITION OF CALIFORNIA WELFARE RIGHTS ORGANIZATIONS, INC.

ARTICLE ONE

Offices

Section One. Principal Office.

The principal office of the Corporation is fixed and located at *1901 Alhambra Blvd., Sacramento, CA 95816*. The board of Directors (hereinafter called the "Board") is granted full power and authority to change said principal office from one location to another. Any such change shall be in the ByLaws opposite this section or this section may be amended to state the new location.

Section Two. Other Offices.

Branch or subordinate offices may be established at any time and by the Board at any place or places.

ARTICLE TWO

Membership

This Corporation shall have no members. Any action which would otherwise required approval by a majority of all members or approval by the members shall require only approval of the Board. All rights which would otherwise vest in the members shall vest in the Board.

Section *One*. Associates.

Nothing in this Article Two shall be construed as limiting the right of the Corporation to refer to persons associated with it as "members" even though such persons are not voting members, within the meaning of Section 5058 of the California Nonprofit Corporation Law. This Corporation may confer by amendment of its Articles or of these By Laws some or all of the rights of a member, as set forth in the California Nonprofit Corporation Law, upon nay person or persons provided they do not have the right to vote for the election of Directors or on a disposition of substantially all of the assets of the Corporation or on a merger or on a dissolution or on changes to this Corporation's Articles or By Laws, but no such person shall be a member within the meaning of said Section 5056.

ARTICLE THREE

Directors

Section One. Powers.

(a) Subject to the limitations of the Articles and these By Laws, the activities and affairs of the corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of activities of the Corporation to any person or persons, a management company, or committees however composed, provided that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. Without prejudice to such general powers, but subject to the same limitations, It is hereby expressly declared that the Board shall have the following powers in addition to the other powers enumerated in these By Laws:

(1) To select and remove all the officers, agents, and employees of the Corporation, prescribe powers and duties for them as may not be inconsistent with law, the Articles, these By Laws (etc. as per draft)

(2) To conduct, manage, and control the affairs and activities of the Corporation and make such rules and regulations therefore not inconsistent with law, the Article, or these By Laws, as they may deem best.

(3) To adopt, make, and use a corporate seal and to alter the form of such seal from time to time as they deem best.

(b) Limitations on Powers. Pursuant to the requirements of the state law under which this Corporation is funded in part, the Board shall establish and enforce broad policies governing the operation of this corporation but it shall not interfere with any of its attorneys professional responsibility to clients and shall ensure that such attorneys have full freedom to protect the best interest of their clients keeping with the relevant Code of Professional Responsibility, Canon of Ethics, and the high standards of the legal profession.

Section Two. Number and Qualifications of Directors.

(a) The maximum number of Directors shall be nine, who shall collectively meet the general qualifications set forth in Subsection (b) of this Section. The minimum number of Directors shall be three.

Section Three. Selections and Term of Office.

(a) Each Director shall hold offices for three (3) years and until a successor has been designated and qualified. In order to maintain a desirable degree of continuity among the Directors as a whole, and among the various classifications of Directors with the Board, the Board shall use its best efforts to distribute the expiration of the Directors' terms over three (3) successive years over the various classifications of directors. Any director may be re-elected at the end of his or her three (3) year term at the discretion of the Board.

Section Four. Vacancies.

Subject to the provisions of Section 5226 of the California Nonprofit Public Benefit Corporation Law, any Director may resign effective e upon giving written notice to the President, the Secretary, or the board, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, successor may be selected before such time, to take office when the resignation becomes effective.

Any Director who misses three regularly scheduled consecutive meetings of the Board shall be considered to have tendered his or her resignation from the Board.

Vacancies with the Board shall be filled in the same manner as the Director whose office is vacant was selected, provided that vacancies to be filled by election of Directors may be filled by a majority of the remaining Directors, although less than a quorum, or by a sole remaining Director. Each Director so selected shall hold office until the expiration of the term of the replaced Director and until a successor has been selected and qualified.

A vacancy or vacancies with the Board shall be deemed to exist in the case of death, resignation, or removal of any Director, or if the authorized number of Directors is increased.

The Board may declare vacant the office of a Director who has been declared of unsound mind by a final order of court or convicted of a felony, or found by a final order of judgment of any court to have breached any duty arising under Article Three of the California Nonprofit Public Benefit Corporation Law.

No reduction of the authorized number of Directors shall have the effect of removing any Director prior to the expiration of the Director's term office.

Section Five. Place of Meeting.

(a) Meetings of the Board shall be held at any place within or without the State of California which has been designated from time to time by the Board. In the absence of such designation, regular meetings hall be held a the principal office of the corporation.

Section Six. Regular Meetings.

The board of Directors shall hold at least four (4) regular meetings every calendar year at regularly scheduled intervals to be set by the Board. Ten (10) days written notice of all regular meetings of the Board shall be given. Any such notice shall be addressed delivered to each director at such director's address as it is shown upon the records of the Corporation or as may have been given to the Corporation by the Director for purposes of notice, or, if any such address is not shown on such records or is not readily ascertainable, at the principal office of the organization which the member is associated with, or otherwise at the place at which the meetings of directors are regularly held.

Section *Seven*. Notice of Meetings

Notice by mail shall be deemed to have been given at the time a written notice is deposited in the Untied States mails, postage prepaid thereon. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or its delivered to a common carrier for transmission, or actually transmitted by the person giving the notice by electronic means, to the recipient. Oral notice shall be deemed to have been given at the time it is communicated, in person or by telephone, or *any other electronic means* or wireless, to the recipient or to a person at the office of recipient who the person giving the notice has reason to believe will promptly communicate it to the receiver.

Section Eight. Quorum.

Majority of the Directors shall constitute a quorum of the Board for the transaction of business, except to adjourn as provided in Section Twelve of this Article Three. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board, unless a greater number is required by law or by the Articles, except as provided in the next sentence. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, I any action taken is approved by a least a majority of the required quorum each meeting.

Section Nine. Participation in Meeting by Conference Telephone.

Members of the Board may participate in a meeting through use of conference telephone or similar communications equipment so long as all members participating in such meeting can hear one another.

Section Ten. Waiver of Notice.

Notice of a meeting need not be given to any Director who signs a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Director. All such waivers, consents, and approval shall be filed with the corporate records or made a part of the minutes of the meeting.

Section Eleven. Adjournment.

A majority of the Directors present, whether or not a quorum is present, may adjourn any directors' meeting to another time and place. Notice of the time and place of holding the adjourned meeting need not be given to absent Directors if the time and place is fixed at the meeting adjourned, except as provided in the next sentence. If the meeting adjourned for more than forty eight (48) hours, notice of any adjournment to another time and place shall be given prior to the time of the adjourned meeting to the Directors who were not present at the time of the adjournment.

Section Twelve. Action Without Meeting.

Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board shall individually or collectively consent in writing *or by electronic mail* to such actions. Such consent or consents shall have the same effect as a unanimous vote of the Board and shall be filed with the minutes of the proceedings of the Board.

Section Thirteen. Rights of Inspection.

Every Director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Corporation.

Section Fourteen. Committees.

The Board may appoint one or more committees each consisting of two or more directors and delegate to such committees any of the authority of the board except with respect to:

(a) The approval of any action for which the California Nonprofit Corporation law also requires approval of the members or approval of a majority of all members;

(b) The filling of vacancies on the Board of any committees;

(c) The fixing of compensation of directors for serving on the Board or on any committees;

(d) The amendment or repeal of By Laws or the adoption of new By Laws;

(e) The amendment or repeal of a resolution of the board which by its express terms is not so amendable or repealable;

(f) The appointment of other committees of the Board or the members thereof;

(g) The expenditure of corporate funds to support a nominee for Director after there are more people nominated for Director than can be elected; or

(h) The approval of any self dealing transaction, as such transactions are defined in

Section 5233(a) of the California Nonprofit Public Benefit Corporation Law.

Any committee must be created, and members thereof appointed, by resolution adopted by a majority of the authorized number of Directors then in office, provided a quorum is presented, and any such committee may be designated by such name as the Board shall specify. The Board may appoint, in the same manner, alternate members of any committee who may replace any absent member at any meeting of the committee. The Board shall have the power to prescribe the manner in which proceedings of any such committee shall be conducted. In the absence of any such prescription the committee will have the power to prescribe the manner in which its proceedings shall be conducted. Unless the Board or such committee shall otherwise provide. The regular and special meetings and other actions of any such committee shall be governed by the provisions of this Article Three applicable to meetings and action of the Board. Minutes shall be kept of each meeting of each committee.

Section Fifteen. Executive Committee.

(a) The Executive Committee of the Board of Directors shall consist of *three* (3) members of the Board of directors, and shall include:

(1) The President of the Board;

(2) *The Vice President;*

(3) A member selected by the President and appointed by the Board; and,

(4) a member selected by the President and appointed by the Board.

The President of the Board shall be Chairperson of the Executive Committee, and he/she shall preside over all Executive Committee meetings. An assistant Chairperson of the Executive committee shall be elected by the majority vote of the members of the Executive Committee.

(b) The Executive committee may exercise all the powers of the Board of directors during the interim period between meetings of the Board. Decisions by the Executive committee may be made by a majority thereof, and such decisions may be made by any form of communication including telephonic, between members thereof, without the necessity of a meeting. A report or any and all action taken by the Executive Committee shall be made at each regular Board meeting. The Executive committee shall have such other powers and duties as designated by the Board.

(c) Meetings of the Executive committee of the Board of Directors shall be at such times and places as called by its Chairperson. The presence of all three (3) members of the Executive committee at any meeting shall constitute a quorum for the transaction of business. The Secretary and Treasurer of the Corporation, whether or not they are Directors, shall attend all executive Committee meetings. Notice of such meetings shall be given to each member of the

Executive committee at least four (4) days in advance, if by mail, and at least twenty four (24) hours in advance of the meeting, if given orally or by telephone.

Section Sixteen. Fees and Compensation.

The Director shall receive no compensation for their services as members of the Board, but by appropriate action of the Board, may be reimbursed for the expense of attending each Board meeting, Executive Committee meeting. Committee meetings, and other appropriate meetings.

Section Seventeen. Self-Dealing Transactions.

(a) Definitions. "Self-dealing transactions" are transactions to which the Corporation is a party and in which one or more of its directors has a material financial interest. Such a director is an "interested director" for the purpose of this section.

(b) Self-dealing transaction are prohibited, except as provided in (c) below .

(c) A transaction to which the Corporation is party and in which one or more of the Directors has a material financial interest is permissible if all of the following conditions are met:

(1) The Corporation entered into the transaction for its own benefit;

(2) The transaction was fir and reasonable as to the Corporation at the time the Corporation entered into the transaction;

(3) Prior to consummating the transaction or any part thereof the Board authorized or approved the transaction in good faith by a vote of a majority of the Directors then in office without counting the vote of the interested Director or directors, and with knowledge of the material facts concerning the transaction and the directors interest in the transaction;

(4) Prior to authorizing or approving the transaction the Board considered and in good faith determined after reasonable investigation under the circumstances that the Corporation could not have obtained a more advantageous arrangement with reasonable effort under the circumstances; and

(5) Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board which authorizes, approves or ratifies a contract transaction;

(6) Action by a committee of the Board shall not satisfy this paragraph unless:

(A) A committee person authorized by the Board approves the transaction in a manner consistent with the standards set forth in this subdivision (c)(1)-(4);

(B) It is not reasonably practicable to obtain approval of the Board prior to entering into the transaction; and

(C) The Board, after determining in good faith that the conditions subparagraphs (A) and (B) of this paragraph were satisfied ratified the transaction at its next meeting by a vote of the majority of the Directors then in office without counting the vote of the interested Director or Directors.

(d) A transaction which is part of a public or charitable program of Corporation and which results in a benefit to one or more director or their families because they are in the class of persons intended to be benefitted by the public or charitable program is permissible if it is approved or authorized by the Corporation in good faith and without unjustified favoritism.

(e) A transaction, of which the interested Director or Directors have no actual knowledge, and which does not exceed the lesser of one percent of the gross receipts of the Corporation for the preceding fiscal year or one hundred thousand dollars ($100,000) is permissible.

ARTICLE FOUR
Officers

Section One. Officers.

The officers of the Corporation shall be a President, one or more vice-Presidents (as determined from time to time by the Board), a Secretary, and a Treasurer. The President and vice President shall be members of the bard of directors.

Section Two. Election.

The President and Vice President shall be elected annually by plurality vote of the members of the Board of directors.

Nominations for the officers President and Vice President shall be made at the last regular meeting of each calendar year.

Ballots with the names of those persons nominated for each office shall be mailed to each member of the Board of directors addressed to him or her at the address shown upon the records or not readily ascertainable, at the principal office of the organization which the member is associated with, not later than twenty days following the date of nomination.

The person receiving the most votes for each office shall be elected to that position; in the event there is a tie for one or both of the offices, balloting will continue until the ties are broken. Ballots will be counted and winning member shall be elected to their offices at the first regular meeting of each calendar year.

Section Three. President of the Board.

Subject to the control of the board of Directors and the Executive Committee, the President shall have general supervision, direction and control of the business and affairs of the Corporation. The President shall preside over meetings of the Board of Directors, utilizing such procedures as fair, orderly and efficient in carrying out the work of the Board.

Section Four. Vice President.

In the absence or disability of the President, the Vice President shall perform all the duties of the President, and when so acting shall have all the powers of and the subject to all the restrictions upon the president. The Vice President shall have such other powers and duties as from time to time may be prescribed by the Board of directors.

Section Five. Secretary.

The secretary shall be responsible for the keeping of full record of the meetings of the Board of directors and the Executive Committee of the Board, shall keep the seal of the Corporation and affix the same on such papers and such instruments as may be required in the regular course of business, shall make service of such as may be necessary or proper, shall supervise the keeping of the books of the Corporation, shall give notice or cause to be give of all Board meetings, shall assist the President in the performance of his or her office, shall attend all Executive Committee and Board meetings, and shall discharge such other duties as pertain to the office as prescribed by the President.

Section Six. Treasurer

The Treasurer shall keep and maintain or cause to be kept and maintain adequate and correct accounts of the properties and business transactions of the Corporation, including accounts of assets, liabilities, receipts, disbursements, gains, losses, capital and surplus. The Treasurer shall deposit, or cause to be deposited, all monies and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board of Directors and shall, subject to the requirement of authorized signatures be ordered by the Board of Directors. The Treasurer shall cause a financial report consisting of balance sheet and statement of receipts and expenditures to be rendered not less often than annually to the Board of directors, or at any time requested by a majority of the Board of Directors, together with an account of all his or her transactions as Treasurer and of the financial conditions of the Corporation.

Section Seven. Vacancies.

A vacancy in the office of the President or Vice President because of death, resignation, removal, disqualification or otherwise shall be filled by vote of the members of the Board of Directors as set forth in Section Two of this Article.

A vacancy in the office of Secretary or Treasurer shall be filled by nominations made to the Board of Directors and ratification by the Board of Directors of said nominees. The President and Vice President may be removed either with or without cause, by the majority of the Directors at that time in office, at any regular or special meeting of the Board.

Any officer may resign at any time by giving written notice to the President or the Secretary of the Board of Directors. Any such resignation shall take effect at the date of the receipt of such notice, or at the time that the officer's position is filled.

ARTICLE FIVE

Nominations

Section One. Definitions for This Article Only.

(a) For the purposes of this Article Five "agent" means any person who is or was a Director, officer, employee or other agent of the Corporation, or is or was servicing at the request of the Corporation as a director, officer, employee, or agent of another foreign domestic corporation, partnership, joint venture, trust, or other enterprise;

(b) "proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative, or investigative; and

(c) "expenses" includes without limited attorneys' fees and any expenses of establishing a right to indemnification under Section Four or five (b) of this Article Five.

Section Two. Indemnification of Actions by Third Parties.

The Corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the Corporation to procure a judgment in its favor, an action for self-dealing brought under Section 5233 of the California Nonprofit Public Benefit Corporation Law [See also Article Five, Section Eight of these By Laws], or an action brought by the Attorney General for any breach of duty relating to assets held in charitable trust), by reason of the fact that such person is or was an agent of the Corporation, against expenses, judgment, fines, settlements, and other amounts actually and reasonably believed to be in the best interest of the Corporation and, in the case of a criminal proceeding, had reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith in a manner which the person reasonably believed to be in the best interest of the Corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

Section Three. Indemnification in Actions by or in the Right of the Corporation.

The Corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action by or in the right of the Corporation, or brought under Section 5233 of the California Nonprofit Benefit Corporation Law to redress self-dealing transactions (See Article Five, Section Eighteen of these By Laws), or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of the Corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interest of the Corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a reasonable inquiry, as an ordinarily prudent person in like position would use under similar circumstances. No indemnification shall be made under this Section three:

(a) In respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable to the Corporation in the performance of such person's duty to the Corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such persons fairly and reasonably entitled to indemnity for the expenses which such court shall determine;

(b) Of amounts in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

(c) Of expenses incurred in defending a threatened, or pending action which is settled or otherwise disposed of without court approval unless it is settled with the approval of the Attorney General.

Section Four. Indemnification Against Expenses.

To the extent that an agent of the Corporation has been successful on the merits in defense of any proceeding referred to in Section Two or Three of this Article Five or in the defense of any claim, issue, or matter therein, the agenda shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section. Five. Required Determinations.

Except as provided in Section Four of this Article Five, any indemnification under this Article Five shall be made by the Corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section Two or Three of this Article Five by:

(a) A majority vote of a quorum consisting of Directors who are not parties of such proceedings; or

(b) The court in which such proceeding is or was pending upon application made by the Corporation or the agent or the attorney or other person rendering services in connection the defense, whether or not such application by the agent, attorney, or other person is opposed by the Corporation.

Section Six. Advance of Expenses.

Expenses incurred in defending any proceeding may be advanced by the Corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article Five.

Section Seven. Other Indemnification.

No other provision made by the Corporation to indemnify its directors or officers for the defense of any proceeding, whether contained in the Articles, By Laws, a resolution of members or directors, an agreement or otherwise, shall be valid unless consistent with this Article Five [which as presently drafted conform to the indemnification provisions of the california Nonprofit Public Benefit Corporation Law'. Nothing contained in this Article Five shall affect any right to indemnification to which persons other than such Directors and officers may be entitled by contract or otherwise.

Section Eight. Forms of Indemnification Not Permitted.

No indemnification or advance shall be made under this Article Five, except as provided in Section Four or Five (b), in any circumstances where it appears:

(a) That it would be inconsistent with a provision of the Articles, these By Laws, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceedig in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits an indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section Nine. Insurance.

The Corporation shall have power to purchase and maintain insurance on behalf of any agent of the Corporation against any liability asserted against or incurred by the agent in such a capacity or arising out of the agent's status as such whether or not the Corporation would have the power to indemnify the agent against such liability under the provisions of the Article Five, provided however, that this Corporation shall have no power to purchase and maintain such insurance to indemnify any gent of the Corporation for a violation of self-dealing transaction in violation of Section 5233 of the California Nonprofit Public Benefit Corporation Law.

ARTICLE SIX

Miscellaneous

Section One. Amendment of By Laws.

New By Laws may be adopted or these By Laws may be amend or repealed by the majority vote of the Board of Directors then serving, or by the written assent of such Directors, except as otherwise provided by law or by the Article of Incorporation.

Section Two. Reports to the Board.

The Board may require various staff members to make reports at its regular meetings and require the attendance of staff at Board meetings.

ARTICLE SEVEN

Proxies

Section One. Proxies.

A Board member may authorize any other Board members to vote for him or her by proxy, including being considered to be present for the purposes of a quorum. Such proxy may be in writing or through an affidavit submitted by a party who received oral authorization to exercise such proxy to be filed with the minutes of the meeting.

The proxy may permit the holder of the proxy to vote on any issue that comes before the Board in any manner deemed appropriate by the holder of the proxy, or the proxy may by the proxy giver. Limitations on a proxy may permit the proxy holder to vote only as directed by the proxy giver on specified issues.

Part 4-EFFECTIVE BOARD MEMBER TRAINING PACKET

Compass

NONPROFIT SERVICES

HOW TO BE AN EFFECTIVE BOARD MEMBER: MAXIMIZING BOARD IMPACT

Presented by: Marla Cornelius, CompassPoint

Webinar Objectives

Understand underlying reasons that board work is often ineffective and/or disconnected from needs of the organization

Introduce governance framework used to restructure board work to mission impact

Understand how new framework might be applied to your organization

Less than the sum of our parts?

Most boards are comprised of talented, bright, dedicated people.

Not realizing the tremendous potential; waste of valuable resource

Why and what can we do?

Common Board Problems

- Board meetings are not engaging
- Poor meeting attendance
- Committees aren't as effective as can be
- Problems recruiting "good" or desired board members
- Unclear relationship with the ED and/or staff
- Disconnected to staff and/or work of org.
- Not fundraising or connecting w/ stakeholders
- Not sustaining or developing leadership

Contributing Factors: Structure

Traditional Models

- Paternalistic frameworks; separate board and staff
- Governance has power: power over others, vs. power with others?
- Overemphasize fiduciary responsibilities
- Inwardly focused
- Rigidity → structures not responsive
- Not reflective of communities

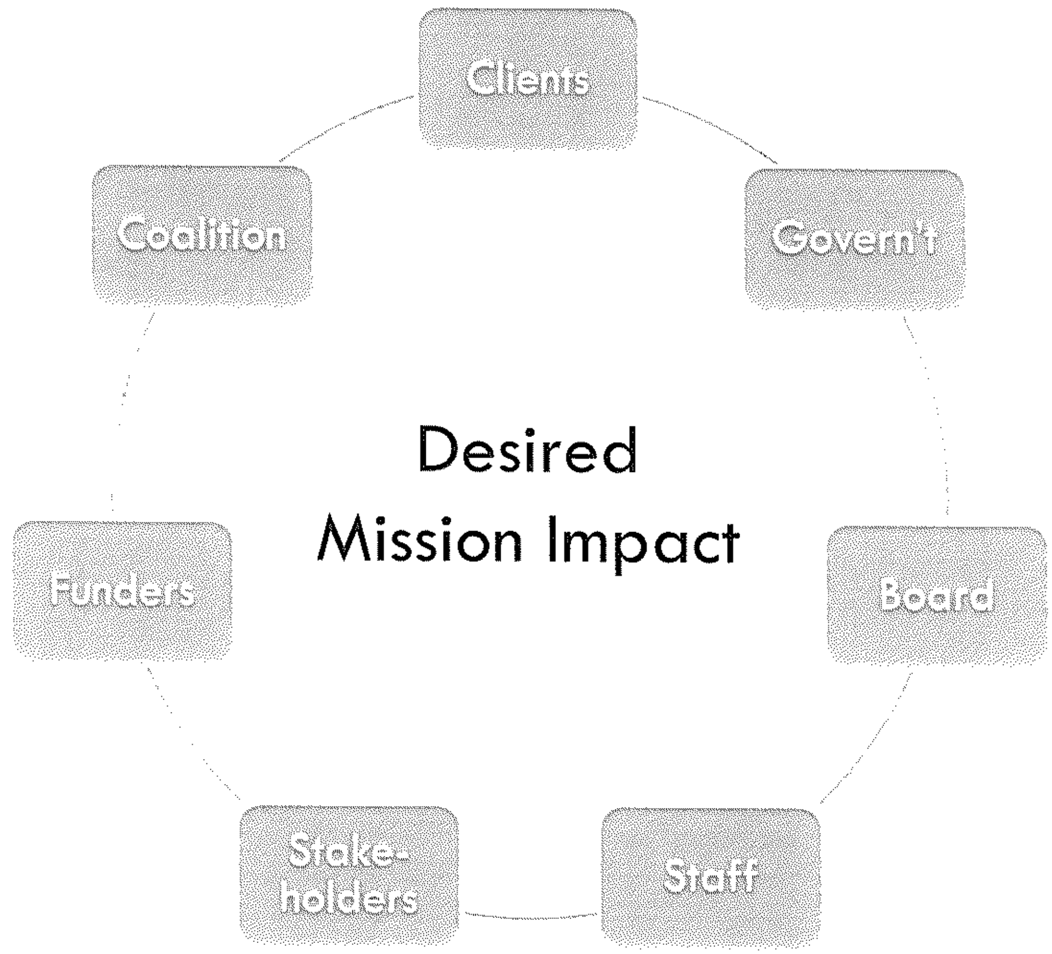
Contributing Factors: Governing Processes

Boards ≠ Governance

Agenda misaligned with priorities

Unclear decision-making processes

Agents of Governance



Governance as Leadership

Richard Chait, William Ryan and Barbara Taylor, 2005

Premise

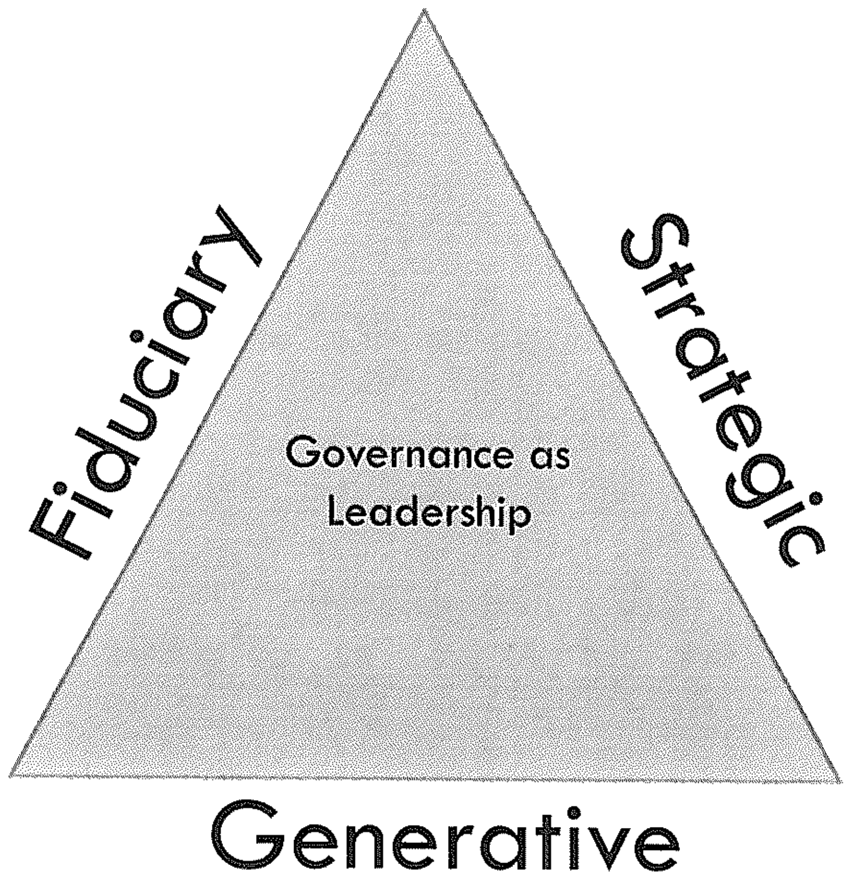
Understand what already doing; provide frame for new practices

Board performance lies in board purpose.

Need to distinguish what type of governance is needed when.

Roles and responsibilities say nothing about the organization.

Three Governance Modes



Fiduciary

Board's central purpose	→ *Stewardship of tangible assets*
Board's principal role	→ *Sentinel*
Board governs	→ *The Productive Organization*
Board's core work	→ Oversee operations → *Ensure legal compliance & fiscal accountability* → *Ensure efficient & appropriate use of resources*

Strategic

Board's central purpose	→ *Ensure winning strategy*
Board's principal role	→ *Strategic partner to senior management*
Board governs	→ *The Logical Organization*
Board's core work	→ *Scan internal and external environments* → *Set priorities* → *Review and modify strategic plan* → *Monitor performance against plan*

Generative

Board's central purpose	→ *Source of leadership for organization*
Board's principal role	→ *Sense maker*
Board governs	→ *The Expressive Organization*
Board's core work	→ *Decide what to decide* → *Discern challenges & opportunities* → *Probe assumptions, logic, values behind strategy*

	Type I Fiduciary	**Type II Strategic**	**Type III Generative**
Board's role	Steward	Strategic	Sense maker
Key question	What's wrong?	What's the plan?	What's the key question?
Problems are to be	Spotted	Solved	Framed
Way of deciding	Reach resolution	Reach consensus	Reach understanding

Community Engagement Governance

Judy Freiwirth and Alliance for Nonprofits
Governance Affinity Group

Premise

Board models often do not reflect who they are accountable to and they do not have practices to ensure this accountability.

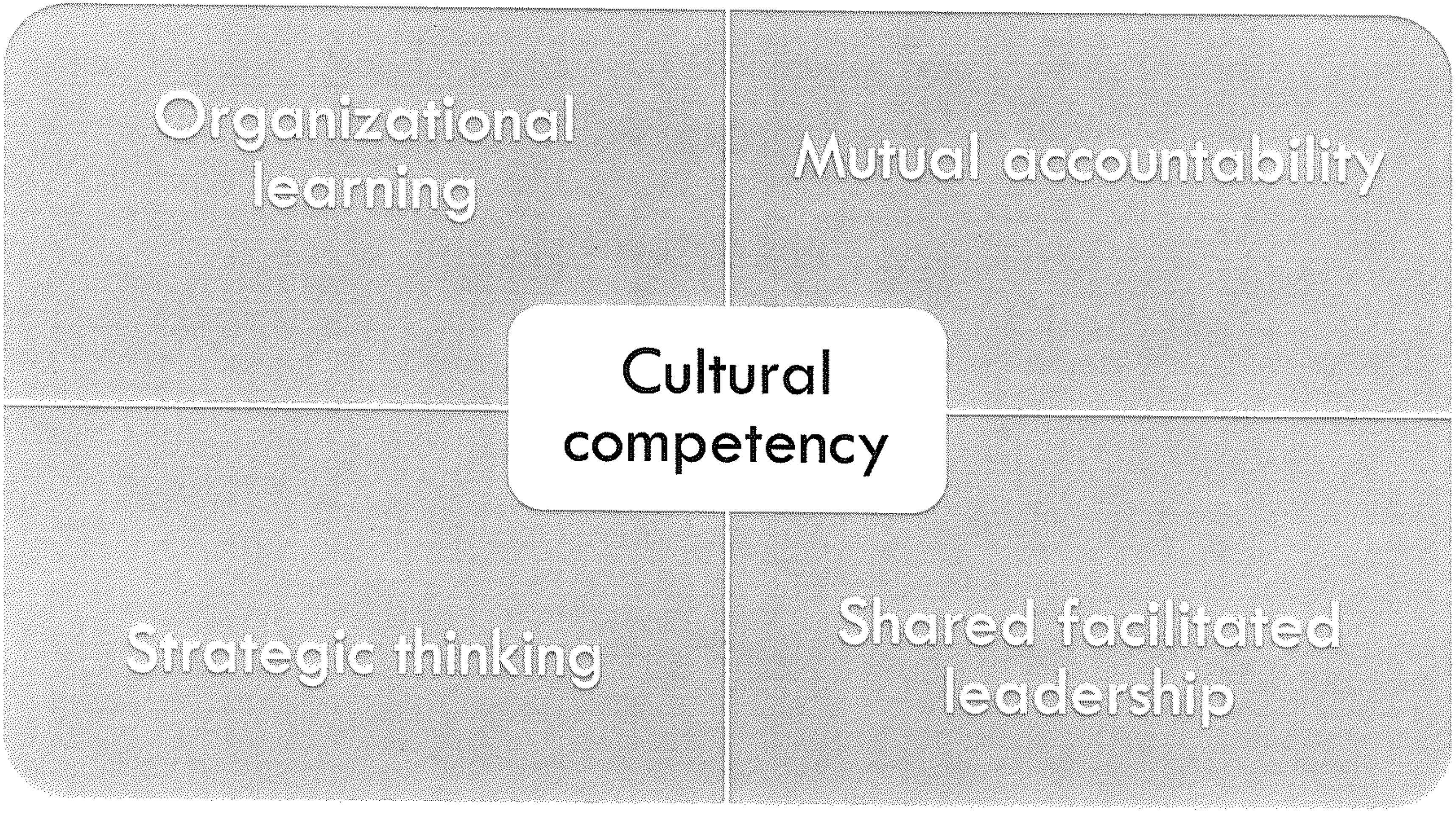
Accountability is at the core of governance.

Brings the community into the governance process

Governance Functions

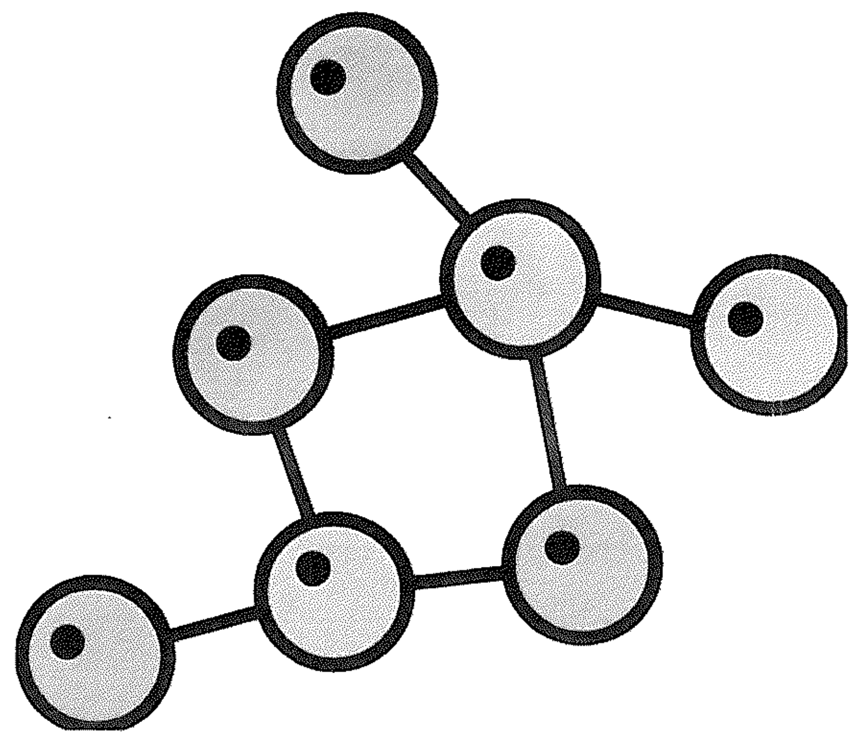
Planning	Advocacy
Fiduciary Care	Evaluation

Board Competencies



Implementation of Frameworks

Diagram current model



Components of board model

Board policies

Work structures

Meetings

Agendas and reports

Communications

Decision making

Board membership

Testing of Model

What components facilitate the type of governing desired?

What's getting in the way?

Migration strategy

- Considerations:
  - Stage of organizational development
  - Size of organization
  - Adaptive capacity
  - Constituency
  - Community readiness
  - Nonprofit sector/field

Migration strategy

Change management team

- Plan, objectives, timeline, process

Identify barrier areas to address

Selective adoption

- Customized, unique and flexible

Questions and Comments?

Marla Cornelius