

**CONTRACT NAME: AGREEMENT BETWEEN DAVIS SCHOOLS
FOUNDATION AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF PLAN: The purpose of the Davis Schools Foundation Grant is to donate funds to DJUSD to be used as outlined in the agreement. For the 2018-2019 school year, DSF will donate up to \$160,000 for instructional support at elementary school sites; counseling services at secondary school sites; and technology for student use.

GRANT AGREEMENT

This Grant Agreement (“Agreement”) is made by and between the Davis Joint Unified School District (“DJUSD” or “District”), a California public school district and the Davis Schools Foundation (“DSF”), a nonprofit public benefit corporation, effective as of June 29, 2018.

Grant Agreement

Purpose of Grant. The purpose of this grant is to donate funds to DJUSD to be used as described below. DSF will donate a total of up to \$160,000 (One hundred sixty thousand dollars), to be used at DJUSD school sites in the following manner:

Amount and Purpose of Grant Funds. A total of up to \$160,000 (One hundred sixty thousand dollars) is to be used during the 2018-19 school year as follows:

- 1) Instructional Support at elementary school sites: \$50,000 shall be used for Instructional Aides or other in-class instructional support activities at each of the DJUSD elementary school sites. The instructional support funds will be used equitably based on student enrollment at each site, to the maximum extent appropriate.
- 2) Counseling Services at secondary school sites: \$50,000 shall be used for counseling services at all DJUSD secondary schools. Counseling services may be defined as support for the “Recovery Happens” or similar counseling program for those secondary schools in which it is offered, and a similar use for those schools in which it is not available. The counseling funds will be used equitably based on student enrollment at each site, to the maximum extent appropriate.
- 3) Technology for Student Use: \$60,000 shall be used for technology devices to complete the refresh of computer labs at each of the DJUSD school sites. The technology funds will be used equitably based on student enrollment at each site, to the maximum extent appropriate.

Term of Grant. The Grant Funds are to be applied to expenses incurred during the 2018-19 school year.

1. DJUSD agrees that it will use the Grant Funds only for the purposes set forth above.
2. DSF agrees to provide grant in two payments to DJUSD of \$110,000 (one-hundred-and-ten thousand dollars) and \$50,000 (fifty thousand dollars). The first payment will be provided to DJUSD by June 30, 2018, the second payment will be provided to DJUSD by November 30, 2018. The first payment is larger than the second payment to allow DJUSD to purchase student technology described above prior to the first day of the 2018-19 school year.
3. DJUSD agrees that, on or before November 1, 2019, it will provide to the DSF Oversight Committee a written report detailing the District’s use, partial use or non-use of the Grant Funds. The report shall provide sufficient detail to allow the DSF Oversight Committee to determine that the

Grant Funds have been used in accordance with this Agreement and shall include detail regarding the expenditures made during the reporting period and the unspent Grant Funds remaining, if any.

4. In the event any portion of the Grant Funds remains unexpended at the end of the Term of Grant, DJUSD and DSF shall meet, on or before December 15, 2019, to determine how those funds will be disbursed, consistent with the Purpose of the Grant stated above.

5. In the event DJUSD expends some or all the Grant Funds in a manner that is inconsistent with this Agreement, DJUSD shall refund said portion of the Grant Funds to DSF, on or before December 15, 2019.

6. DJUSD agrees to retain accounting records showing the receipt and disbursement of the Grant Funds for a period of not less than three (3) calendar years following the Term of Grant, and to make such records available to DSF for audit and/or inspection at reasonable times upon reasonable advance written notice by DSF.

Hold Harmless. DJUSD hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the DSF, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees and litigation expenses) directly, indirectly, wholly or partially arising from or in connection with any act or omission of the DJUSD, its employees or agents, in applying or accepting this grant, in expending or applying the funds furnished pursuant to this grant or in carrying out the programs to be funded or financed by this grant.

Non-Termination of Agreement. Effective upon DSF's delivery to DJUSD some or all of the Grant Funds, this Agreement shall become irrevocably binding on both parties and shall not be terminable, rescindable, or revocable by either party for any reason whatsoever through June 30, 2019. The fact that this Agreement is not terminable, rescindable, or revocable shall not limit in any way DJUSD's obligation to spend the Grant Funds in accordance with the terms of this Agreement.

Further Assurances. Each party to this Agreement shall adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of this Agreement.

Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

Amendments. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties to this Agreement.

Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties and supersedes all previous negotiations between them.

Notices. All notices authorized or required by this Agreement shall be deemed to be effective for all purposes and served on the date on which they are reduced to writing, deposited in the United States mail, certified, return receipt requested or personally delivered, to the following addresses:

DJUSD
Davis Joint Unified School District
Attention: Superintendent
526 B Street
Davis, CA 95616

DSF
Davis Schools Foundation
Attention: President
P.O. Box 1154
Davis, CA 95617

Authority. Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she is duly authorized to execute this Agreement and to bind their respective parties to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF
THE DATE HEREIN ABOVE APPEARING:

DAVIS SCHOOLS FOUNDATION

By: Joe DiNunzio Date
Its: President

DAVIS JOINT UNIFIED SCHOOL DISTRICT

By: John Bowes Date
Its: Superintendent