

GRANT AGREEMENT

This Grant Agreement (“Agreement”) is made by and between the Davis Joint Unified School District, a California public school district (“DJUSD”), and the Davis Public Schools Education Foundation, a nonprofit public benefit corporation (“DSF”), effective as of May 20, 2010.

Grant Agreement

1. **Purpose of Grant.** The purpose of this grant is to donate funds to DJUSD to be used consistent with DSF’s published “Dollar a Day Campaign” guidelines, a copy of which is attached hereto as Exhibit A1. This grant supplements programs restored through salary cost savings generated from employee association agreements (see Proposed Budget Restoration - Exhibit B). DJUSD endeavors to restore more program areas from the budget reduction plan as per Exhibit A2 if additional funding becomes available from other sources. In addition, as set forth in more detail in the Budget for Grant Expenditures, a copy of which is attached hereto as Exhibit C, directed grant monies shall be used to restore positions and programs per the categories defined in Exhibit C.

2. **Amount of Grant.** DSF shall donate to DJUSD as follows: \$1,400,000 (the “Grant Funds”) shall be delivered to DJUSD upon execution of this Agreement;

3. **Term of Grant.** The Grant Funds are to be applied to expenses incurred for the period from July 1, 2010, through June 30, 2011, unless otherwise agreed to in writing by DSF. The Grant Funds are to be applied to expenses incurred for the period from July 1, 2010, through June 30, 2011, unless otherwise agreed to in writing by DSF.

4. **Terms and Conditions of Grant.**

- a. DJUSD agrees that the Grant Funds will be used only for the purposes set forth above, and specifically in accordance with Exhibit C, Budget for Grant Expenditures, attached hereto and incorporated herein by reference. In the event DJUSD determines that it cannot expend the Grant Funds in accordance with Exhibit C, Budget for Grant Expenditures, DJUSD shall promptly hold in abeyance any further disbursement of the Grant Funds until DJUSD has notified, met, and conferred with DSF to determine the appropriate use, consistent with the purpose of the Grant, of any unexpended Grant Funds. DJUSD agrees to meet and confer with DSF if there are any changes from the DJUSD Budget Restoration Proposal Exhibit B.
- b. The Grant Funds shall be tracked by DJUSD in an account that allows reporting separate from other DJUSD funds.
- c. In the event Grant Funds remain unexpended at the end of the Term of Grant, DSF and DJUSD shall meet, confer, and mutually agree upon an appropriate use of the unexpended Grant Funds, consistent with the Purpose of Grant stated above.
- d. DJUSD shall maintain a systematic accounting record of the receipt and disbursement of the Grant Funds. DJUSD shall provide reports to the DSF oversight committee in alignment with the official district reporting periods (Adoption Budget, First Interim, Second Interim, Actuals). The reports 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. An initial oversight committee meeting with DJUSD is scheduled for September 20th, 2010.

- e. 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.
- f. DJUSD agrees to promptly provide written notice to DSF in the event DJUSD finds significant changes in funding or events occur during the Term of Grant which could potentially impact the expenditures contemplated by this Agreement.

5. **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.

6. **Non-Termination of Agreement.** Effective upon DSF's delivery to DJUSD of the Grant Funds specified in Section 2, above, and DJUSD's restoration of the positions identified in Exhibit C, Budget for Grant Expenditures, 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, 2011. 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 terms of this Agreement.

7. **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.

8. **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.

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

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

11. **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

12. **Successors and Assigns.** This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

13. **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: ROBERT WOOLLEY
Its: President

DAVIS JOINT UNIFIED SCHOOL DISTRICT

By: JAMES Q. HAMMOND
Its: Superintendent

Exhibit A1
DSF “Dollar-a-Day Campaign”

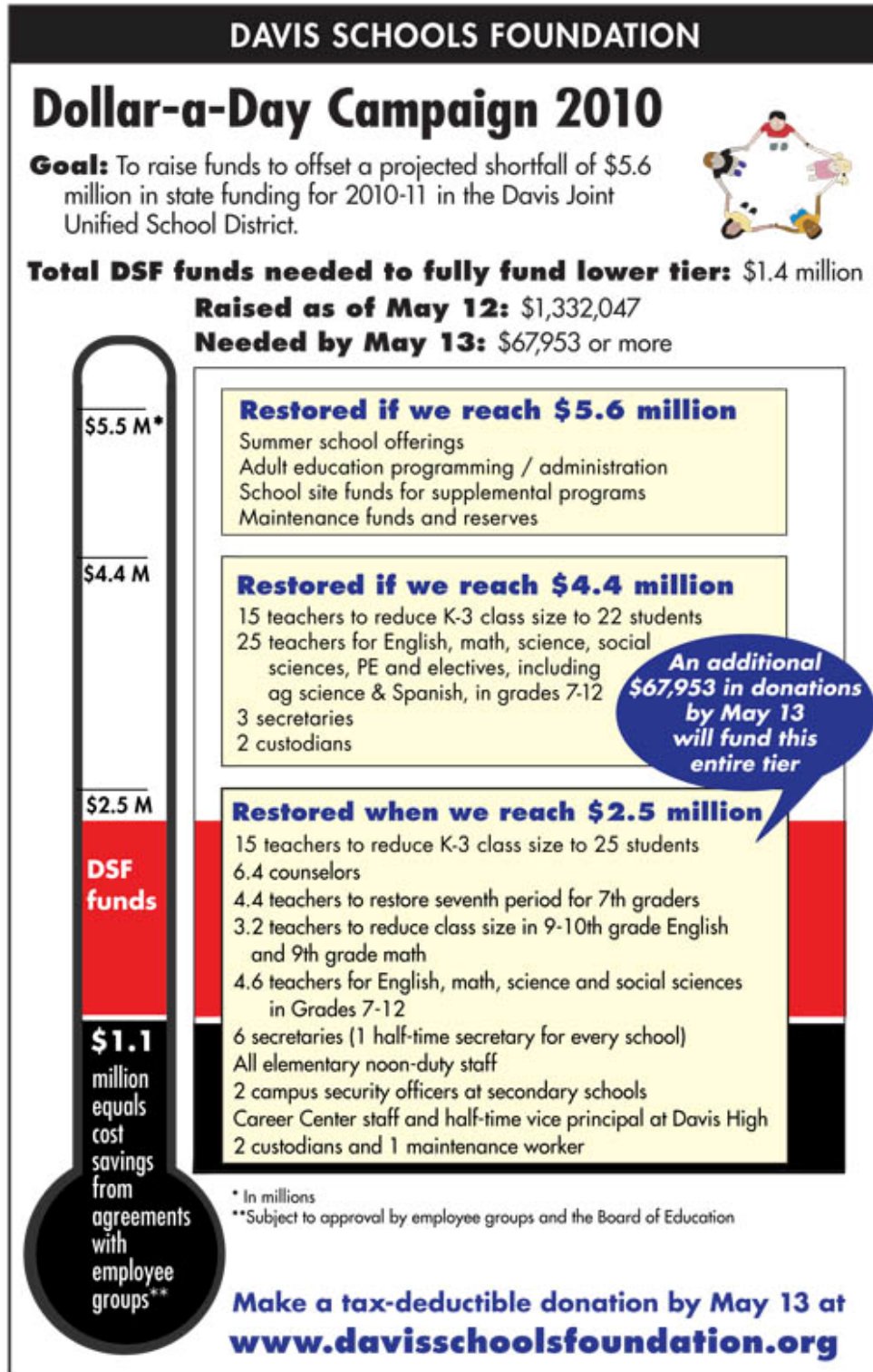


Exhibit A2
DJUSD Budget Reduction Plan

2010-2011 Recommended Budget Plan

	Jan 21 Proposal	
	FTE	\$
Employee Concessions (all staff)		\$0
Certificated Staffing:		
Elementary K-6 Instructional Services:		
1. K-3 Class Size to 30:1, 4-6 at 32:1	30.0	\$1,034,000
Secondary 7-12 Instructional Services:		
1. Grades 7-12 English	5.0	\$325,000
2. Grades 7-12 Math	4.0	\$260,000
3. Grades 7-12 Social Science	2.4	\$156,000
4. Grades 7-12 Spanish	3.0	\$195,000
5. Grades 7-12 Fashion/Textiles	0.6	\$39,000
6. Grades 7-12 Ag (course TBD)	0.4	\$26,000
7. 7-12 Science	2.8	\$182,000
8. 7-12 PE	3.0	\$195,000
8. Grades 7-9 Electives	2.2	\$143,000
9. Secondary Counseling	7.0	\$455,000
10. PE Coordinator	1.0	\$65,000
11. Ed. Services Coordinators	1.2	\$120,000
12. JH 7th grade modified 6 period day	4.4	\$286,000
Administration Services:	1.25	\$50,000
Total Certificated Staffing	68.25	\$3,531,000
Classified Staffing:		
1. Custodial	5.0	\$200,000
2. Site Secretary I (K-6)	6.0	\$240,000
3. Site Secretary II (7-12)	3.0	\$120,000
4. Campus Supervisors	2.0	\$40,000
5. Climate Coordinator	0.2	\$20,000
6. Supervisor of Custodial	1.0	\$80,000
7. Elem Noon Duty	-	\$90,000
8. DO Customer Service Desk	0.8	\$32,000
9. Business Office	0.5	\$25,000
10. Print Shop	0.5	\$20,000
11. Maintenance/Grounds	1.0	\$40,000
Total Classified Staffing	20.0	\$907,000
Flexibility:		
1. Adult Education Programming		\$150,000
2. Summer School/Intervention		\$100,000
3. Site Improvement Allocation		\$400,000
4. Administration re-alignment		\$40,000
5. General Fund /Deferred Mnt. Reserves		\$475,000
Total Flexibility		\$1,165,000
Total Budget Actions	88.3	\$5,603,000

Exhibit B
DJUSD Budget Restoration Proposal

Budget Restoration Proposal
2010-11 Fiscal Year

Source of Funds:	
DTA Employee Savings	\$881
CSEA Employee Savings	\$297
DSF Funds	\$1,400
Increased State K-3 CSR funding	\$410
Total	\$2,988

Program Restoration:	FTE
Class Size K-6:	
K-3 CSR at 25:1	15.0
Grade 4-6	1.0
Secondary Instructional:	
7th Period for Grade 7	4.4
Secondary Courses	8.0
Site Safety:	
DHS Vice Principal	0.5
School Secretaries	6.0
Campus Supervisor	2.0
Noon Duty	\$90,000
Maintenance	1.0
Custodial	2.0
Counseling:	
Secondary Counseling	6.4
College & Career Center	1.0
Other Support Services:	
Publications	-
Customer Service	1.0
Total Restoration	48.3

Certificated	34.8
Classified	13.0
Mgmt	0.5
Total FTE	48.3

Exhibit C
Budget for DSF Grant Expenditures

DSF grant funds will be used to restore positions and programs for the 2010/2011 school year.

A. Class Size Reduction Grade K-6

1. 4.3 K-3 Teachers to reduce class size

B. Instruction Grade 7-12

1. 2.2 Grade 7 teachers for 7th period class offerings
2. 5.0 Grades 7-12 teachers for core offerings, and reduced class size

C. School Safety and Support

1. 0.5 Vice Principal, Davis Senior High School *
2. 4.8 Site secretary staff Elementary and Secondary
3. 1.0 Campus supervision Secondary
4. \$90,000 for hourly elementary noon duty supervision

D. Counseling

1. 1.0 FTE Classified Support, College and Career Center *
2. 2.8 FTE Secondary Counselors grades 7-12

* Second year from 2009/2010 DSF Grant