

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SANTA ROSA CITY SCHOOLS
AND
COMMUNITY MATTERS**

This Memorandum of Understanding ("MOU") is made and entered into on _____, by and between SANTA ROSA CITY SCHOOLS ("District"), a school district organized and existing under the laws of the State of California, and COMMUNITY MATTERS (hereinafter "Community Matters"), a non-profit public benefit corporation organized and existing under the laws of the State of California. District and Foundation are referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, a need exists for the creation of an Education Foundation (the "Foundation") to assist with providing equitable opportunities for all of Santa Rosa City Schools' students by supporting the educational and enrichment programs they need and deserve;

WHEREAS, the Foundation will help build a bridge between the District and community resources, and will assist with fundraising efforts;

WHEREAS, the Foundation will exist and operate for the public purpose of assisting the District and its elementary and middle schools;

WHEREAS, the District wishes to have Community Matters act as a 501(c)(3) fiscal sponsor for the Foundation until such time as the Foundation gains its own 501(c)(3) status;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

TERMS

1. The recitals above are true and correct.
2. The District shall provide one hundred fifty-one thousand dollars (\$151,000) to Community Matters.
3. Community Matters shall receive the aforementioned funds and hold them in trust, less a 7% fee for fiscal sponsorship services, for the Foundation.
4. General provisions
 - a. Time is of the essence with respect to the performance of every provision of this Amendment in which time of performance is a factor.

b. This MOU shall be binding upon the Parties and shall bind and inure to the benefit of the officers, representatives, successors, and assigns of the Parties, including all affiliates, subsidiaries, shareholders, members, directors and officers of the Parties. This Amendment shall be governed by and construed in accordance with the laws of the State of California with venue in Sonoma County, California.

c. The Parties agree that they shall take all reasonable actions and shall execute and deliver all additional instruments or documents necessary or convenient to fulfill and implement the provisions, spirit, and intent of this Amendment.

d. All notices required or permitted under this MOU shall be in writing and shall be deemed given on the date sent if delivered by facsimile transmission or electronic mail, on the next business day if sent by overnight courier, or on the third business day if sent by United States mail, postage prepaid, to each Party at the following address, or at such other address as a Party may specify by notice under this section:

DISTRICT:

Santa Rosa City Schools
211 Ridgway Ave
Santa Rosa, CA 95401-4320
Attn: Superintendent
Email Address: dkitamura@srcs.k12.ca.us

Fiscal Sponsor:

Community Matters
P.O. Box 14816
Santa Rosa, CA 95402
team@community-matters.org

e. If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Amendment shall not be affected, and the remaining terms and provisions of this Amendment shall remain enforceable to the fullest extent permitted by law.

f. The terms of this MOU are intended by the Parties as a final expression of their agreement with respect to the terms included herein and may not be contradicted by evidence of any prior or contemporaneous instrument. All prior understandings, terms, or conditions, written, oral, express, or implied are superseded by this Amendment.

g. This MOU cannot be modified, altered, or otherwise amended except by an agreement in writing signed by both Parties.

h. Each person executing this MOU below warrants and guarantees that he or she is legally authorized to execute this Amendment on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Amendment.

i. This MOU may be executed in counterparts such that the signatures may appear on separate signature pages, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

j. This MOU shall become effective upon signing and approval or ratification by the District's Board of Education ("Board").

In Witness Whereof, each of the undersigned duly authorized representatives of the Parties have executed this MOU on behalf of the Party that person represents.

SANTA ROSA CITY SCHOOLS

COMMUNITY MATTERS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____