

**MASTER AGREEMENT BETWEEN CASTRO VALLEY UNIFIED SCHOOL
DISTRICT AND SAVE OUR SCHOOLS CASTRO VALLEY!**

PREAMBLE

This Master Agreement Regarding Donated Funds (“Master Agreement”), effective this 7th day of May, 2009, (“Effective Date”) is made by and between the Castro Valley Unified School District, a political subdivision of the State of California (“District”), and Save Our Schools Castro Valley! (“SOSCV!”), a California public benefit corporation.

RECITALS

A. WHEREAS, the mission of the Castro Valley Unified School District is to provide its students with programs of excellence that instill a passion for life-long learning while preparing them for the challenges of tomorrow; and

B. WHEREAS, the District operates school programs that are under continual and increasing budgetary constraints that threaten said programs; and

C. WHEREAS, it is the mutual desire of the District and SOSCV! to promote excellence in District schools by offering properly funded, comprehensive and thoughtfully crafted programs for District students; and

D. WHEREAS, SOSCV! is a corporation existing for the specific purpose to assist in the achievement and maintenance of a superior public education system within the District by receiving contributions from the public and delivering those contributions to the District; and

E. WHEREAS, the District and SOSCV! desire to cooperate towards a mutual goal of promoting excellence within District schools; and

F. WHEREAS, the Governing Board of the District is authorized pursuant to Section 41030, et seq. of the Education Code, to receive gifts of money to be expended for any particular purposes.

NOW THEREFORE, in consideration of the promises, covenants, and provisions set forth herein, the receipt and adequacy of which consideration is hereby acknowledged, the parties agree as follows:

ARTICLE I

TERMS

Section 1.1. District's Obligations/Rights

Section 1.1.1. District Budgets and Accounts. In compliance with any controlling laws, the District shall establish and maintain budgets and accounts into which any funds donated to the District by SOSCV! shall be deposited. The funds donated by SOSCV! may be comingled with other funds received and expended by the District or, at the discretion of the District, be accounted for in separate budgets and accounts. Any funds donated by SOSCV! to the District shall be deposited within thirty (30) days of receipt by District. The District shall have no obligation to establish and maintain specific separate budgets and accounts pursuant to this Master Agreement.

Section 1.1.2. District Expenditure of Funds. All funds donated by SOSCV! and deposited in the budget and accounts pursuant to section 1.1.1 shall be expended only for purposes lawfully permitted by California Public School Districts.

Section 1.1.3. Unrestricted Funds. Any funds donated by SOSCV! that are not expressly donated for expenditure on a particular program, good or service will be expended as follows: (a) during periods where budgets are being reduced, to help restore funding for programs or facilities-related budget items affected by such reductions and (b) during periods where budgets are stable or increasing, to supplement program that promote and support excellence within District schools, or to build additional reserves to address possible future decreases in educational funding from the state. All expenditures by the District will be subject to all applicable provisions of law. In no event shall funds donated by SOSCV! to the District be used to increase the compensation or benefits of any employee of the District.

Section 1.1.4. District Acceptance of Funds. The District shall retain sole discretion to accept or reject any funds donated by SOSCV!.

Section 1.1.5. Transparency. On at least a semi-annual basis, the District shall report to SOSCV! in as detailed manner as reasonably practical on how contributions from

SOSCV! were used to comply with Section 1.1.3.

Section 1.1.6. Meetings with SOSCV!. The District's Superintendent, or his or her designee, will meet periodically, and no less than on an annual basis, for good faith discussions to review District needs and its budget being funded in whole or part or anticipated to be funded in whole or part by SOSCV!.

Section 1.1.7. District Authority/Discretion. The District shall retain the final authority and discretion over any and all decisions on expenditures being funded in whole or part by SOSCV!. The District shall further retain the final authority and discretion over any program or activities provided by the District, including those programs or activities funded in whole or part by SOSCV!.

Section 1.1.8. District Authority for Contracts. The District will retain its authority to enter into and manage all contracts regarding its programs and services, including those being funded in whole or part by SOSCV!.

Section 1.2. SOSCV! Obligations/Rights

Section 1.2.1. Donation of Funds. All funds raised or held by SOSCV! in relation to its specific purpose shall be provided to the District on the earlier of (a) three (3) months of receipt by SOSCV!, (b) such time as funds held by SOSCV! for donation to the District equal or exceed \$50,000 or (c) such time(s) as the Parties shall mutually agree. SOSCV! shall be entitled to retain funds sufficient to cover the reasonable costs of any required audits, tax filings, state and federal registrations, marketing and other similar operating expenses. SOSCV! and the District anticipate that such expenses will be modest.

Section 1.2.2. Cooperation Regarding Communications. In relation to funds that will be solicited for or donated to the District, SOSCV! will provide the District with an opportunity to review and consent in writing to any written SOSCV! communications with the public or media that purport to make (a) factual statements about the District, (b) statements regarding the District's support for SOSCV!, and (c) statements regarding the District's commitments with respect the use of funds contributed by SOSCV!; provided that statements

previously approved by the District shall not require prior review in order for such statements to be used in other written communications. Examples of such communications include, but are not limited to, press releases and fundraising solicitations. SOSCV! will provide the District a copy of any communications requiring District review at least two working days (not less than forty-eight (48) hours) prior to the proposed dissemination or publication of said communications. Under no circumstances shall communications requiring District review and consent be released without written approval of the District's Assistant Superintendent for Business Services or such other individuals as may be identified in writing by the District's Assistant Superintendent for Business Services. "Delivery" for purposes of this section shall be the actual provision of the written communication to the authorized District employee(s) including by email.

Section 1.2.3. Use of District Property. SOSCV! shall not conduct any promotional or fundraising events on, or otherwise utilize, District property without the prior written authorization of the District.

Section 1.2.4. SOSCV! Facilities and Equipment. SOSCV! will provide its own facilities and equipment to conduct its business.

Section 1.2.5. Incorporation/Licenses/Permits. SOSCV! shall possess and maintain all lawfully required articles of incorporation and bylaws necessary for a California public benefit corporation and conduct itself accordingly. SOSCV! will obtain any licenses or permits to carry out fundraising activities for projects or events governed by this Master Agreement.

Section 1.2.6. SOSCV! Accounting/Financial Records. SOSCV! shall make any and all reasonably requested accounting or financial records of SOSCV! available to the District within thirty (30) days of District requesting such accounting or financial records.

ARTICLE II

TERM OF MASTER AGREEMENT

Section 2.1. Term. This Master Agreement shall become effective upon the final

execution of both parties (“Effective Date”), and shall remain in place until January 1, 2015, unless otherwise terminated pursuant to this Article.

Section 2.2. Renewal. After expiration of the term of this Master Agreement, the Parties may renew this Master Agreement by mutual written consent. Such consent shall be attached to this Master Agreement as an amendment hereto.

Section 2.3. Termination. Either Party may terminate this Master Agreement at any time and for any reason by providing written notice of the intent to terminate sixty (60) days prior to the date of termination. In the event of the unlawful act of either Party in relation to this Master Agreement, the other Party may terminate this Master Agreement by providing written notice of the intent to terminate five (5) days prior to the date of termination. In the event that the Master Agreement is terminated pursuant to this section, then all funds already donated by SOSCV! and accepted by the District shall be retained by the District, to be used by the District consistent with Article I of this Master Agreement.

ARTICLE III

GENERAL CONDITIONS

Section 3.1. Entire Agreement. This Master Agreement contains the entire agreement among the parties hereto with respect to the matters covered hereby, and supersedes all prior agreements, written or oral, between the parties. Notwithstanding project or event specific agreements between the Parties, no other agreement, statement or promise made by any Party not contained herein shall be binding or valid.

Section 3.2. Amendments. The terms of this Master Agreement shall not be waived, altered, modified, supplanted or amended in any manner whatsoever except by written agreement signed by the Parties.

Section 3.3. Assignment/Successors. The Parties shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Master Agreement without the prior written consent of the other Party. This Master Agreement

and all of the rights and obligations hereunder shall be binding upon and inure to the benefit of the Parties hereto and their heirs, successors and assignees.

Section 3.4. Binding Effect. This Agreement is a binding contract. SOSCV! will not assert in any manner that District is acting in excess of its legal authority and powers in entering this Master Agreement.

Section 3.5. Financial Responsibilities. The Parties to this Master Agreement are not responsible, in any way, for payment of each other's financial obligations except as otherwise set forth herein or agreed to in writing by the Parties. Further, except as set forth herein, neither Party is responsible, in any way, for the other's legal obligations or responsibilities.

Section 3.6. Compliance with Laws. The Parties shall comply with all applicable state and federal laws and regulations in carrying out the terms of this Master Agreement.

Section 3.7. Discrimination. SOSCV! hereby represents that it has no intention to hire any employees and acknowledges that it is the policy of the District that in connection with all activities performed by SOSCV!, including but not limited to all fundraising activities, SOSCV! shall not discriminate against any prospective or active volunteer engaged in such activities because of race, color, ancestry, national origin, sex or religious creed. SOSCV! will comply with all applicable federal and state laws regarding discrimination.

Section 3.8. Attorney's Fees. In any legal action or proceeding arising out of a material breach of this Master Agreement, or to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees, costs and legal expenses incurred therein. Both parties agree not to initiate, file or in any way support any action challenging the validity of the provisions of this Master Agreement or the performance of any rights conferred by this Master Agreement.

Section 3.9. Further Documents. Each party will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

Section 3.10. Written Notice. Written notice shall be deemed to have been duly served if delivered to the individual or member of the organization for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the person giving notices. For purposes of this provision, all notices shall be sent to the attention of the following:

DISTRICT

Assistant Superintendent, Business Services
Castro Valley Unified School District
4400 Alma Avenue
Castro Valley, CA 94546

SOSCV!

President
Save Our Schools Castro Valley!
20885 Redwood Road, #195
Castro Valley, CA 94546

Section 3.11. Warranty of Authority. Each person below hereby represents that he is legally authorized and empowered to execute this Master Agreement on behalf of the designated entity.

Section 3.12. Recitals in Caption. The recitals in the captions of the paragraphs and subparagraphs of this Agreement are for convenience and reference only; the words contained herein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Master Agreement.

Section 3.13. Construction. The parties agree that each Party has reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in an interpretation of this Master Agreement or any amendment thereto.

Section 3.14. Governing Law/Venue. This Master Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue in Alameda County.

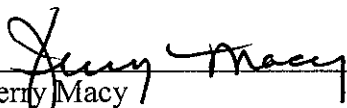
Section 3.15. Counterparts. This Master Agreement may be executed in separate counterparts such that the signatures may appear on separate pages. A copy, or an original, with

all signatures appended together, shall be deemed a fully executed agreement. An authentic facsimile copy of an executed signature page shall constitute an original.

Section 3.16. Insurance. SOSCV! shall maintain general liability and directors and officers insurance with policy limits mutually agreed by the Parties.


IN WITNESS WHEREOF, this Agreement has been entered into by and between District and SOSCV! as of the Effective Date.

CASTRO VALLEY UNIFIED SCHOOL DISTRICT


By: Jerry Macy
Its: Interim Superintendent

Dated: May 7, 2009

SAVE OUR SCHOOLS CASTRO VALLEY!


By: Allen Mueller
Its: President

Dated: May 7, 2009