



UNIVERSITY of CALIFORNIA • IRVINE

FOUNDATION

Funding Agreement

I. Introduction

The purpose of this Agreement is to summarize the mutual understanding of Newport Mesa Unified School District, the University of California, Irvine Foundation (Foundation), and The Regents of the University of California for the benefit of the Irvine Campus (UCI), collectively referred to as “Parties” regarding an irrevocable gift (Gift) in support of the School of Social Sciences (School) DIRHA Program. This Agreement will be made a part of the Foundation’s and UCI’s records and is intended as a guide to those who will administer the fund in the future.

II. University of California, Irvine Foundation

The Foundation represents that it is qualified as a charitable organization described in Section 501(c)(3) and as a public charity under 170(b)(1)(A) of the Internal Revenue Code. (Federal ID 95-2540117).

III. Description of the Gift

The Newport Mesa Unified School District hereby irrevocably pledges \$45,000 (not to exceed \$50,000) to the Foundation. The pledge will be fulfilled on or before February 28, 2020.

The Newport Mesa Unified School District acknowledges that they are not placing any restrictions on the timing or schedule of the expenditures related to these funds. Payments will be made in money or in marketable securities acceptable to the Foundation. If payments are made with stock, the securities will be transferred to an account in the name of the Foundation. The value of the Gift will be established on the date of transfer of the stock. The Foundation is authorized to sell the stock as soon as it is determined to be prudent. The proceeds from the sale of the stock will be invested in accordance with the investment policies of the Foundation.

IV. Purpose and Administration of the Fund

The purpose of the Gift is to provide current-use support for staffing and programming in the Diversity, Inclusion & Racial Healing Ambassadors (DIRHA) program to facilitate the ongoing Human Relations Task Force and Community workshops.

Through this expansion of the DIRHA programming and partnership with the Newport Mesa Unified School District, DIRHA’s role as facilitator for Newport-Mesa Unified School District’s Human Relations Task Force will include the following:

- Facilitate a monthly meeting through a term that would end June 30, 2020.

- This includes a Task Force Meeting every two months and running the Community Workshops on the odd months. (*See tentative schedule below.*)
- DIRHA will provide a recap of the meetings for the NMUSD Public Information Officer and the Task Force.
- In advance of each meeting, DIRHA will meet with NMUSD on the Monday before the Task Force meeting to set the agenda and talk about the meeting flow.

Throughout the facilitation process DIRHA will:

- Address additional concerns from the community and items that require a longer term plan.
- Be included in reporting on the implementation process for all adopted recommendations.
- Lead discussion around effectiveness of those programs.
- Update the NMUSD community on progress made and resources developed.

Tentative Schedule of Human Relation Task Force Meetings (HRTF) and Community Workshops:

- HRTF meeting – November 20
- Community Workshop – December 18
- HRTF meeting – January 15, 2020
- Community Workshop – February 12
- HRTF meeting – March 18
- Community Workshop - April 15
- HRTF meeting – May 20
- Community meeting – June 17

The Newport Mesa Unified School District understands that the Gift will be administered in accordance with the University of California and UCI's administrative guidelines and procedures, and will be subject to administrative fees applicable for gifts to the campus.

V. Future Considerations

The Foundation and UCI are grateful for the Newport Mesa Unified School District's support of the campus and are committed to fulfilling the Newport Mesa Unified School District's objectives reflected in this Agreement. As research and academic programs move forward, there is the possibility that it may become impracticable for this Gift to serve the specific purpose of the stated intentions. If this unlikely circumstance should occur, UCI will consult with the Newport Mesa Unified School District, if possible, and the UCI Chancellor will direct that the Gift be devoted to UCI purposes that the Chancellor deems to be most consistent with the Newport Mesa Unified School District's wishes.

VI. Recognition

UCI may publish the name of the Newport Mesa Unified School District in various publications, press releases, and publicity vehicles. For recognition purposes related to this Agreement, the Newport Mesa Unified School District will be identified as "Newport Mesa Unified School District."

VII. Binding Obligation

The Newport Mesa Unified School District intends this Gift Agreement to be fully enforceable to the extent that the obligation has not been satisfied by gifts completed following the date of this Agreement.

Miscellaneous

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- a) Situs: This Agreement is executed in and will be governed by the laws of the state of California.
- b) Entire Agreement: This Agreement constitutes the entire understanding of the Parties concerning the terms of this Gift.
- c) Amendment: This Agreement may be amended at any time by written agreement signed by each party.
- d) Date: The effective date of this Agreement will be the date this Agreement is fully executed.

For the Newport Mesa Unified School District:

For UCI and the Foundation:

John C Drake
Director, K12 Curriculum & Instruction
Newport Mesa Unified School District

Brian T. Hervey, CGPP, CFRE Date
Vice Chancellor, University Advancement and
Alumni Relations
President, UCI Foundation

In Acknowledgement for the School:

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| Bill Maurer | Date |
| Dean | |