

MICHAEL & SUSAN DELL FOUNDATION GRANT LETTER

Section 1. Grant. The Michael & Susan Dell Foundation (“Foundation”), a Texas non-profit corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (“Code”), intends to make a grant to Denver Public Schools (“Grantee”), a Colorado school district exempt from federal income tax under the Code, in the amount of \$375,000.00 (“Grant”), in the manner, and subject to the terms as provided in this Grant Letter (“Letter”).

The key dates of this Grant Letter are:

Key Dates Definitions	Meaning of Date	Date
Start Date	This is the date on which the Grant Letter becomes effective and the project work begins.	07/29/2016
Project End Date	This is the date on which the Project work ends.	07/27/2018
Close Date	This is the date on which all reports and milestones are done and no further activity related to the Grant will occur.	07/26/2019

The term (“Term”) of this Grant Letter is the time period from the Start Date to the Close Date.

Section 2. Payment of Grant. As requested by Grantee, Foundation shall make all payments to Denver Public Schools Foundation (“Fiscal Sponsor”), a Colorado non-profit corporation, exempt from federal income tax under the Code. Grantee acknowledges and agrees that all payments made to the Grantee-designated Fiscal Sponsor shall be considered payments made under this Grant directly to Grantee. Grantee/Fiscal Sponsor shall at all times be jointly responsible for ensuring appropriate flow of all Grant funds from Fiscal Sponsor to Grantee and actively managing the relationship as between Grantee/Fiscal Sponsor. Fiscal Sponsor agrees to pass through all Grant funds to Grantee as needed within ten (10) business days of receiving a written request from the Grantee. Both Grantee/Fiscal Sponsor shall comply with the terms of this Grant Letter applicable to each party, respectively, and shall work together, and with the Foundation, cooperatively and in good faith, to resolve any issues amongst the parties. Notwithstanding the above, failure of the Fiscal Sponsor to satisfy any of its obligations under this Grant Letter shall not relieve Grantee of its obligations under this Grant Letter, and vice versa.

The Foundation intends to pay this Grant, in installments, to Grantee/Fiscal Sponsor, in United States Dollars, within a reasonable time following receipt by the Foundation of a signed Letter and according to the following payment schedule which is subject to change:

Payment Type	Amount	Scheduled
Standard	\$200,000	08/26/2016
Standard	\$75,000	01/13/2017
Standard	\$100,000	06/16/2017

The Foundation reserves the right, in its sole discretion, to discontinue funding at any time if, among other things: (a) Grantee or Fiscal Sponsor fails to comply with all terms and conditions included in this Letter, including any Foundation request for further documents or information, (b) Grantee or Fiscal Sponsor fails to meet reporting or other obligations of the Grant, (c) Grantee or Fiscal Sponsor fails to use Grant funds solely in accordance with the terms of this Letter, or (d) Foundation is not satisfied with the progress of the Grant or the content of any written report required under this Letter.

Any portion of the Grant funds paid to Grantee or Fiscal Sponsor, as well as any interest earned by Grantee or Fiscal Sponsor on Grant funds that remains unexpended at the end of the Term will revert to the Foundation and Grantee and/or Fiscal Sponsor agrees to promptly return all such funds to the Foundation, along with a final, detailed accounting of the expenditure of all Grant funds.

Section 3. Purpose of Grant. Foundation Grant funds, and any income earned on Grant funds, may be expended *only* for charitable, religious, scientific, literary or educational purposes. This grant is made only for the specific purposes stated in this Letter, and it is understood and agreed by Grantee and Fiscal Sponsor that these Grant funds will be used only for such purposes and substantially in accordance with the approved budget. It is also understood and agreed by Grantee that no substantial variances, including the timing of expenditures, may be made from the approved budget/plan without the Foundation's prior written approval.

Grantee agrees to use the Grant solely for Grantee's project entitled "Denver Public Schools Unified Enrollment Enhancements" as described in Grantee's grant application or proposal (including budget and related documentation) submitted to the Foundation, and only for the purposes detailed therein, including any modifications or amendments that the Foundation may have made in approving the Grant, a summary of which is attached hereto as **Exhibit A - Grant Summary**.

Section 4. Prohibited Activities. Grantee/Fiscal Sponsor agree that no portion of the Grant (including any interest thereon) shall be used for activities that are prohibited to organizations exempt from federal income tax, and that no portion of the Grant funds will be used to fund, in whole or in part, any: (a) attempts to influence legislation or the outcome of any specific public election, (b) lobbying or lobbying expenses, (c) participation or intervention in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office, (d) direct or indirect voter registration drive or initiative (within the meaning of Section 4945(d)(2) of the Code), (e) to make grants to individuals or to other organizations which do not comply with the requirements of Sections 4945(d)(3) or 4945(d)(4) of the Code, (f) to promote violence or terrorist activities, or (g) to undertake any activities for a noncharitable purpose.

If, at any time, the Foundation discovers or has reason to believe that Grant funds have not been expended properly, in accordance with the terms of this Letter, Grantee/Fiscal Sponsor acknowledge and agree that the Foundation has an obligation to investigate and to recover any such Grant funds. Grantee/Fiscal Sponsor agree to use best efforts to return all such funds to the Foundation and to cooperate with and assist the Foundation in its efforts to investigate and recover the Grant funds.

Section 5. Confirmation of Grantee Status. Grantee and Fiscal Sponsor each confirm that it has the corporate/entity and tax status identified in the first paragraph of this Letter. Further, Grantee/Fiscal Sponsor confirm that the Grant will not adversely affect the status of Grantee/Fiscal Sponsor under applicable law or regulations. Grantee agrees immediately to notify the Foundation of any change in Grantee's or Fiscal Sponsor's status, including the initiation of any proceeding, investigation, audit or inquiry, of which Grantee or Fiscal Sponsor is a party or subject.

Section 6. Confirmation of Good Standing With Government. Grantee/Fiscal Sponsor each confirm that it is in good standing with all appropriate local, state or federal governmental bodies or regulatory agencies with jurisdiction over Grantee's or Fiscal Sponsor's organization or activities. If requested by the Foundation, Grantee/Fiscal Sponsor will each provide written evidence of its good standing with such bodies or agencies. Grantee/Fiscal Sponsor each agree that it shall immediately notify the Foundation in writing of any change in Grantee's or Fiscal Sponsor's good standing, including the initiation of any proceeding, investigation, audit or inquiry, into Grantee's or Fiscal Sponsor's organization or activities. Grantee/Fiscal Sponsor each acknowledge and affirm that it operates in accordance with accepted principles of good corporate governance and that its management is overseen by a reputable and independent Board of Directors, Trustees, or the equivalent, comprising at least three (3) members and meeting at least three times annually. Grantee/Fiscal Sponsor each agree to make publicly available a list of its board members (or trustees or the equivalent) and officers, the salaries each receives, and additional identifying information such as address, citizenship, etc. Grantee/Fiscal Sponsor each agree to publicly maintain the same information for any of its affiliate or subsidiary organizations.

Section 7. Other Grantee Duties and Obligations. The Grantee/Fiscal Sponsor each agree to:

- (a) perform all duties, functions and acts as required by the Letter in accordance with the highest standards of professionalism, competence and integrity;
- (b) source, train, manage and allocate the human resources, expertise and capacity required to achieve project objectives;
- (c) promptly replace any human resources assigned under the Letter that the Foundation considers to be unsatisfactory or unsuitable for such assignment;
- (d) apply sound governance and compliance with all relevant legislation as well as ensure adherence to all relevant and appropriate professional requirements;
- (e) keep suitable and accurate records, and ensure safe keeping of all such written permission of the Foundation, which permission may be withheld in the Foundation's sole discretion;
- (f) promptly provide the Foundation with updated information about Grantee's/Fiscal Sponsor's corporate/tax status, financials, board members, executive team members, and any other information requested by the Foundation upon request; and
- (g) to use every effort to comply with applicable labor legislation and to prevent any internal dispute from impacting negatively upon its obligations in terms of the Letter; and
- (h) comply with all applicable laws, rules, regulations and orders of the United States and any other state or country or locality with jurisdiction over Grantee or Grantee's activities in performance of its obligations under this Agreement, including, without limitation, all applicable laws, rules, regulations and orders relating to the privacy of individually identifiable student, health or other data.

Section 8. Grantee Warranties. The Grantee/Fiscal Sponsor each warrant and represent to the Foundation that:

- (a) it has all the right, power, and authority necessary to enter into this Letter, perform its obligations herein, and grant the rights it grants to the Foundation;

- (b) its performance of this Letter and the Foundation’s exercise of its rights under this Letter, will not conflict with the terms or provisions of any written agreement by which it is bound; and
- (c) it has made a full disclosure to the Foundation, with respect to all information at its disposal, pertaining to the project and these conditions.

Section 9. Progress Reports. Grantee shall provide to the Foundation interim progress reports and a final report, including a narrative portion and a financial portion, detailing Grantee’s use of Grant funds and submitted according to the following schedule, which the Foundation reserves the right to modify upon notice to and consultation with the Grantee:

Report	Scheduled
Progress report	October 7, 2016
Progress report	January 13, 2017
Progress report	April 7, 2017
Progress report	July 7, 2017
Progress report	October 6, 2017
Final report	April 6, 2018

In preparing its reports Grantee will follow the Reporting Guidelines provided in the attached **Exhibit B – Reporting Guidelines** template, or any updated guidelines and/or templates that may be provided by Foundation to Grantee from time to time. If Grantee anticipates any potential issue regarding submitting reports in a timely manner, Grantee agrees promptly to notify the Foundation, and explain the reasons for the potential delay, so that the matter can be resolved. Failure to meet these requirements for timeliness and notification may result in various Foundation actions, up to and including withholding of payments, terminating the Grant, and ceasing to award any additional grants.

Section 10. Ownership & License of Work Product. Grantee/Fiscal Sponsor agree that all work product produced using Grant funds, including, without limitation, all notes, designs, specifications, technical information, ideas, processes, methods, programming aids, reports, programs, manuals, tapes, listings, source code, object code or other software, flow charts, systems or improvements, enhancements or modifications, web materials, project assessments or evaluations, works that are derivative of Prior Work Product (as defined below), or other data relating to the Grant project, and all patent, copyright, trade secret or other proprietary or intellectual property rights with respect to the work product (collectively, “Work Product”), is solely and exclusively the property of the Foundation.

To the extent that any Work Product qualifies as a “work made for hire” under applicable copyright law, it will be considered a work made for hire and the copyright will be owned solely and exclusively by the Foundation. To the extent that any Work Product is not considered a “work made for hire” under applicable copyright law, for whatever reason, Grantee/Fiscal Sponsor hereby assigns and transfers all right, title and interest that it may have in and to the Work Product completely and exclusively to the Foundation. Grantee/Fiscal Sponsor will, as part of the Work Product, upon request, disclose promptly in writing to the Foundation all the Work Product and document all intellectual property rights as the Foundation may direct. Grantee/Fiscal Sponsor agrees to execute and deliver any documents, and to take any other action, as the Foundation may request in order to evidence or effect the provisions of this Section. Without limitation of

the provisions of this Section, if the Foundation elects to apply for a patent, seek copyright registration, or otherwise seek protection for an invention or other valuable property that incorporates some or all of the Work Product, Grantee/Fiscal Sponsor will fully cooperate with the Foundation.

The Foundation hereby grants to Grantee/Fiscal Sponsor a perpetual, worldwide, royalty-free, non-exclusive license to use the Work Product, but only to the extent that such use is in furtherance of its charitable purpose.

Unless provided for otherwise by separate agreement or grant letter, Foundation acknowledges and agrees that Foundation has no ownership interest in any work product owned by Grantee/Fiscal Sponsor that was created prior the start of the Grant project ("Prior Work Product"). Grantee/Fiscal Sponsor hereby grants Foundation and any other necessary parties the limited right to use any Prior Work Product, if necessary, for the purposes of completing the Grant project and/or using the Work Product for Foundation's charitable purposes.

Section 11. Record Maintenance and Inspection. Grantee/Fiscal Sponsor each agree to maintain, in accordance with generally-accepted accounting principles, adequate, detailed records sufficient to enable expenditure of all Grant funds to be confirmed easily and with precision. Grantee/Fiscal Sponsor each also agree to make its books and records available, at reasonable times upon request by the Foundation, for inspection and/or audit, to be conducted either by Foundation personnel or third-party auditors or agents acting on behalf of the Foundation. Grantee/Fiscal Sponsor each further agree to permit the Foundation to:

- (a) monitor and conduct an evaluation of operations under this Grant, which may include, without limitation, such activities as a visit by Foundation personnel to observe and evaluate Grantee's program,
- (b) have discussions about the program with Grantee and Fiscal Sponsor personnel,
- (c) have interviews with communities affected by Grantee's program,
- (d) review financial and other records of Grantee/Fiscal Sponsor that are connected with this Grant, and
- (e) obtain and verify any such information as it may deem relevant and necessary to ensure due compliance with the terms and conditions of this Letter.

Grantee/Fiscal Sponsor each agree to cause to be prepared and submitted to the Foundation, as of 31 December (or such other date as may be mutually agreed) in each and every year throughout the Grant Term, duly audited financial statements including a balance sheet and a detailed income and expenditure account, reflecting the disposition of the Grant funds.

Grantee/Fiscal Sponsor must each maintain all accounting records, as well as copies of all reports submitted by Grantee to the Foundation, for at least four (4) years after completion of the use of Grant funds and final reporting to the Foundation on the Grant, including any reporting required under Section 9 ("Maintenance Period"). Further, all such records and reports must be made available to the Foundation for examination or audit upon request at any time during the Term or the Maintenance Period.

Section 12. Publicity and Public Reports. The Foundation will include information about this Grant in its periodic public reports, may refer to this Grant in press releases or other public materials, and may also provide information relating to this Grant (including, without limitation, a copy of this Letter) to others for any purpose it deems reasonably related to its tax-exempt, charitable purpose, and Grantee/Fiscal Sponsor each agree to permit such activities. Prior to Grantee or Fiscal Sponsor publicizing the receipt of the Grant

or otherwise referring to the Foundation or its founders, Grantee/Fiscal Sponsor each agree to get written approval from the Foundation to do so, unless such publication is required by law.

All publicity or other materials which will be made publicly available that mention or refer to the Grant, the Foundation, Michael Dell, Susan Dell, any member of the Dell family, or any officer, director, grant officer or employee of the Foundation, whether to be delivered in written or spoken form, that is prepared, produced or delivered by or on behalf of the Grantee or Fiscal Sponsor, must be provided to the Foundation for written approval prior to the release of such materials to the public. This shall include, without limitation, letters, publications, articles, press releases, narratives, reports, endorsements, quotes, photographs, slides, videos, website postings, blog postings and social media/networking postings. **Grantee shall not take any action in making such materials public until Foundation written approval has been received.** In preparing any such materials, the Grantee agrees to abide by the following guidelines:

1. For press releases, submission must be made a minimum of 48 hours prior to scheduled distribution. Submission should be made to the Grantee's assigned Foundation grant officer and the Foundation's Communications Department at communications@msdf.org.
2. Once approved, a general statement about the Grantee's or Fiscal Sponsor's grant funding from the Michael & Susan Dell Foundation may be used repeatedly, if used without modification.
3. Do not shorten the name of the Foundation to the "Dell Foundation" as that organization is the corporate foundation of Dell, Inc. and is not related to the Michael & Susan Dell Foundation. The proper use of the Foundation name is "Michael & Susan Dell Foundation."
4. Use of the Foundation name or logo must be in accordance with the Michael & Susan Dell Foundation Third Party Brand Identity Guidelines. For a copy of these guidelines, please email the Foundation's Communications Department at communications@msdf.org.
5. Should Grantee/Fiscal Sponsor be required by law to provide information about the Grant or the Foundation, Grantee/Fiscal Sponsor shall comply with all applicable legal requirements; however, the Grantee/Fiscal Sponsor shall notify the Foundation's Communication Department in writing as soon as reasonably possible.

Section 13. Foundation Names and Marks. Grantee/Fiscal Sponsor each acknowledge that the names and marks "Michael and Susan Dell Foundation," "Michael & Susan Dell Foundation," "MSDF," the Foundation logo, and all variations thereof, are the sole and exclusive property of the Foundation. Any use of the Foundation's name or marks is subject to the prior written approval of the Foundation, which may be granted or withheld in the sole discretion of the Foundation. In preparing Foundation names or marks for printed or electronic media, Grantee/Fiscal Sponsor each agree to follow the publicity guidelines outlined in Section 12.

Section 14. Purchase of Technology Equipment and Services. If Grantee intends to use part of the Grant to purchase computer equipment, peripheral items, including software, or any other goods or technology services from Dell Inc., Grantee acknowledges and agrees that its decision to purchase any such equipment or services from Dell Inc. is based upon Grantee's own independent inquiry and determination that such goods or services satisfy Grantee's requirements. Grantee/Fiscal Sponsor acknowledge and agree that the

Foundation has neither given any recommendation with regard to computer equipment, peripheral items, including software, or any other goods or technology services, nor has it made the purchase of such goods or services from Dell Inc. a condition or requirement of this Grant.

Section 15. Indemnification and Insurance. To the extent permitted by law, Grantee/Fiscal Sponsor each agree to indemnify and hold harmless the Foundation, and its officers, directors, employees, subsidiaries, affiliates or agents (“Foundation Related Parties”) with respect to any and all claims, suits, actions, damages, expenses (including reasonable attorneys’ fees), obligations, losses, liens, death, injuries, liability, debt, suit, cause of action, proceedings, demands, costs and claims, including legal fees and expenses imposed or incurred by, or asserted against the Foundation, its successors or assigns, or any of the Foundation Related Parties, that may be made against the Foundation or the Foundation Related Parties with respect to any claims resulting from, or related to, the Grant or this instrument, except to the extent that a claim arises from the Foundation’s or the Foundation Related Parties’ conduct that is either grossly negligent or exhibits willful misconduct. If any such suit or action is brought against the Foundation and/or the Foundation Related Parties, the Foundation shall provide written notice of such suit or action to Grantee/Fiscal Sponsor, cooperate with Grantee/Fiscal Sponsor in the handling, negotiation and trial of such suit or action, provided that the Foundation shall be entitled to select the primary legal counsel to be used in the handling, negotiations and/or trial of such suit or action and provided further, that, Grantee/Fiscal Sponsor shall not enter into a settlement that involves the Foundation or the Foundation Related Parties in any way without the prior written consent of the Foundation.

Grantee/Fiscal Sponsor will each be responsible for maintaining comprehensive general liability insurance coverage, worker’s compensation coverage, and, if applicable, professional liability insurance coverage, for all activities relating to its role regarding the Grant. Grantee/Fiscal Sponsor shall ensure that such coverage sufficiently indemnifies the Foundation from any claim whatsoever relating to the Grantee’s or Fiscal Sponsor’s activities pursuant to this Grant, whether undertaken by Grantee/Fiscal Sponsor or by third parties on Grantee’s/Fiscal Sponsor’s behalf.

The provisions of this Section shall survive termination of the Grant.

Section 16. Enforceability of Terms of Gift and No Waiver. Grantee/Fiscal Sponsor each agree that the intentions expressed in this Grant Letter do not constitute an enforceable promise to make a gift for which Grantee/Fiscal Sponsor has paid consideration or upon which Grantee/Fiscal Sponsor shall rely to its detriment. This Grant is not a pledge. Further, Grantee/Fiscal Sponsor each agree that the Foundation has no legal obligation to pay the Grant to Grantee/Fiscal Sponsor, and that the Foundation may, for any reason permitted under relevant law, and in its sole discretion, modify, suspend or cease payments of the Grant to Grantee/Fiscal Sponsor. If the Foundation actually pays any portion of the Grant to the Grantee/Fiscal Sponsor, the Foundation reserves the right to enforce the terms and conditions of the Grant as provided in this instrument, including requiring Grantee/Fiscal Sponsor to use the Grant solely for the purposes described in this Letter. Grantee/Fiscal Sponsor each agree that the Foundation’s right to enforce the terms and conditions of the Grant includes the right to demand the refund of any portion of the Grant actually paid to Grantee/Fiscal Sponsor by the Foundation, upon which demand, Grantee/Fiscal Sponsor shall have ten (10) business days to comply. The waiver by the Foundation of a violation of, or a failure to comply with, any provision of this Letter will not constitute a waiver of its failure to enforce any subsequent violation or compliance failure.

Section 17. Key Personnel. The Foundation reserves the right to reclaim a pro-rated share of unexpended grant funds and/or to suspend or cease the disbursement of any remaining grant payments in the case of a material change in the employment status of any key personnel related to the management of this grant.

Section 18. No Partnership or Joint Venture. The parties agree that the Foundation and Grantee/Fiscal Sponsor are neither partners nor parties to any joint venture. Nothing in this Letter creates a partnership or joint venture between the Foundation and Grantee/Fiscal Sponsor or imposes upon either party any liabilities as such. The Foundation's funding of the project and its relationship with the Grantee/Fiscal Sponsor will be non-exclusive and the Foundation will be entitled to assist, support or fund other persons and entities to provide services or manage projects similar to that being described in the Letter. The Grantee/Fiscal Sponsor will not hold itself out to be the agent or representative of the Foundation, and may not bind the Foundation in any way.

Section 19. Non-Assignment. This Grant may not be assigned or transferred to any third party, or to any affiliate, successor, or assign of Grantee/Fiscal Sponsor without the prior written consent of the Foundation.

Section 20. Confidentiality. Other than as specifically permitted by this Letter, Grantee/Fiscal Sponsor each agree not to disclose the terms of this instrument or any other confidential communication between the parties, unless Foundation consents or disclosure is required by applicable law.

Section 21. Compliance with Terrorism Laws. Grantee/Fiscal Sponsor each agree to comply with all applicable laws, rules, regulations and orders of the United States and any other state or country with jurisdiction over Grantee/Fiscal Sponsor or Grantee's/Fiscal Sponsor's activities, including, without limitation, all laws, rules, regulations and orders relating to terrorist activities. Without limiting the foregoing, in compliance with the provisions of the U.S. Patriot Act and U.S. Executive Order 13224, Grantee/Fiscal Sponsor each represent that it does not and will not promote or support terrorist activities, and that it does not have any relationships or transactions with any individuals, entities or groups subject to sanctions imposed by the U.S. Treasury Department's Office of Foreign Assets Control or any other persons known to Grantee/Fiscal Sponsor to promote or support terrorism.

Section 22. Severability. Whenever possible, each provision of this Letter will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision is found to violate law or otherwise to be invalid, it will be severed from the rest of the Letter and ignored.

Section 23. Governing Law. This instrument shall be construed and enforced in accordance with the substantive laws of the State of Texas, USA, without regard to principles of conflicts of law.

Section 24. Entire Understanding. This Letter and the Exhibits referenced herein replace any and all understandings, whether oral or written, that may have existed between the Foundation and Grantee/Fiscal Sponsor regarding this Grant and represents the entire understanding of the parties regarding the Grant. The parties agree that this Grant Letter, and any related documents, may be signed in person or by electronic means, and either method shall be equally valid and enforceable. The parties further agree that a paper photocopy or electronic copy of this Grant Letter, and any related documents, shall be equally valid and enforceable as the original signed document. Exhibits to this Letter are as follows:

- Exhibit A – Grant Summary
- Exhibit B – Reporting Guidelines
- Exhibit C – Automated Clearing House (ACH) Credit Payment Authorization

Section 25. Notices. All written notices and other communications relating to this Grant will be deemed to have been duly delivered if sent by (a) e-mail to joe@msdf.org and info@msdf.org if for the Foundation, to Brian_Eschbacher@dpsk12.org if for the Grantee, and to vfigoli@dpsfoundation.org if for the Fiscal Sponsor; or (b) First Class mail or commercial overnight courier service with tracking capability to the addresses given below for Grantee and Fiscal Sponsor or, for the Foundation, to: P.O. Box 163867, Austin, TX 78716-3867 U.S.A., Attention: Joe Siedlecki

Section 26. Application and Documentation Confirmation. Grantee/Fiscal Sponsor each acknowledge that it previously has submitted to the Foundation, as part of its pre-grant inquiry process, materials which provide answers to questions and include various pieces of documentation regarding Grantee/Fiscal Sponsor, as well as other information requested by the Foundation. Grantee/Fiscal Sponsor each acknowledge and agree that by signing this Letter, Grantee/Fiscal Sponsor each confirm that there have been no material changes in the information or documentation supplied or submitted to the Foundation, and that Grantee/Fiscal Sponsor will each promptly inform the Foundation in writing of any material changes in such information or documentation that occur after the Start Date.

ACKNOWLEDGED AND AGREED BY GRANTEE AND BY FISCAL SPONSOR TO BE EFFECTIVE AS OF THE START DATE:

DENVER PUBLIC SCHOOLS

Signed: DocuSigned by:
Brian Eschbacher
0CD94BFD2CAC4A7...

Printed Name: Brian Eschbacher

Title: Director, Planning & Enrollment Services

Mailing address: 1860 Lincoln Street

Denver, CO 80203

Date: 8/12/2016

DENVER PUBLIC SCHOOLS FOUNDATION

Signed: DocuSigned by:
Veronica Figoli
C4BABD7EF0234B2...

Printed Name: Veronica Figoli

Title: President/CEO

Mailing address: 1860 Lincoln St. 9th Fl.

Denver, CO 80203

Date: 8/16/2016

MICHAEL & SUSAN DELL FOUNDATION**GRANT LETTER - EXHIBIT A****GRANT SUMMARY****Part 1 - Overview**

Grantee: Denver Public Schools

Fiscal Sponsor: Denver Public Schools Foundation

Project: Denver Public Schools Unified Enrollment Enhancements

Grant Amount Approved: \$375,000.00

Grant Term: 07/29/2016 - 07/26/2019

To support Denver Public Schools is making enhancements to their school choice processes and technology.

Part 2 – Project Milestones

Please refer to the table below for a list of project milestones. The Foundation reserves the right to modify project success measures, milestones, deliverables and metrics upon notice to and consultation with the Grantee.

Area	Description	Scheduled Date	Method	Grantee Notes
School Chooser	Research existing School Chooser, document findings	9/30/2016	October 2016 Update	Submit PPT deck with findings
School Chooser	Research Denver stakeholder impressions, document findings	9/30/2016	October 2016 Update	Submit PPT deck with findings from principal, parent focus groups
Application Management System	Research existing AMS, document findings	9/30/2016	October 2016 Update	Submit PPT deck with findings
School Chooser	Develop and release School Chooser RFP	10/30/2016	Email	Submit RFP
Application Management System	Develop and release AMS RFP	10/30/2016	Email	Submit RFP
School Chooser	Select School Chooser vendor	12/30/2016	January 2017 Update	Submit RFP Evaluation Rubrics (completed)
Application Management System	Select AMS vendor	12/30/2016	January 2017 Update	Submit RFP Evaluation Rubrics (completed)
Integration	Develop technology implementation and integration project plan	4/30/2017	April 2017 Update	Submit the implementation plan
Data	Update MSDF Quant Table	6/30/2017	June 2017 Update	Submit updated quant table
Communications	Develop parent and family communication plan	6/30/2017	June 2017 Update	Submit the parent communication plan
Communications	Develop school administrator change management plan	6/30/2017	June 2017 Update	Submit the school management change management plan
School Chooser	Complete School Chooser configuration	9/30/2017	October 2017 Update	Provide demo and screenshots
Application Management System	Complete AMS configuration	9/30/2017	October 2017 Update	Provide demo and screenshots
Integration	Test and fix system integrations w/ SIS	10/30/2017	October 2017 Update	
Launch	Turn system on for SY18-19 SchoolChoice process	12/30/2017	Email	
Communications	Execute against parent and family engagement plan	3/30/2018	April 2018 Update	Submit RYG dashboard for comms plan
Communications	Execute against school administrator training plan	3/30/2018	April 2018 Update	Submit RYG dashboard for change management plan
Launch	Execute and report on SY2018-2019 SchoolChoice process	4/30/2018	April 2018 Update	
Data	Update MSDF Quant Table	4/30/2018	April 2018 Update	
Launch	Turn system on for SY19-20 SchoolChoice process	12/30/2018	Email	
Launch	Execute and report on SY2019-2020 SchoolChoice process	4/30/2019	Email	
Data	Update MSDF Quant Table	4/30/2019	Email	

Part 3 – Project Quantitative Outcomes

Please refer to the attached spreadsheet for the quantitative outcomes that need to be tracked and reported to Michael & Susan Dell Foundation for this project.

DENVER PUBLIC SCHOOLS

Signed: DocuSigned by: Brian Eschbacher

0CD94BFD2CAC4A7...
Printed Name: Brian Eschbacher

Title: Director, Planning & Enrollment Services

Mailing address: 1860 Lincoln Street
Denver, CO 80203

Date: 8/12/2016

DENVER PUBLIC SCHOOLS FOUNDATION

Signed: DocuSigned by: Veronica Figoli

C4BABD7EF0234B2...
Printed Name: Veronica Figoli

Title: President/CEO

Mailing address: 1860 Lincoln St. 9th Fl.
Denver, CO 80203

Date: 8/16/2016

MICHAEL & SUSAN DELL FOUNDATION

GRANT LETTER - EXHIBIT B

REPORTING GUIDELINES

The Michael & Susan Dell Foundation requires a concise, but detailed, report according to the guidelines set forth in the Grant Letter or provided by your grant officer. It is your responsibility as the grant recipient to adhere to the reporting schedule in the Letter. If you are unable to do so, please notify us as soon as possible. **Your reporting record will be factored into all subsequent requests for funding.** The narrative portion of the report should be no longer than five pages.

Please submit your report to info@msdf.org and copy your grant officer. Hard copies of reports will not be reviewed.

I. Project Progress Summary

- Provide a one paragraph summary of project progress toward the most important stated goal(s) using key metrics and data as evidence.
- In table format, summarize each of the projected outcomes/milestones outlined in the original ‘milestones and reporting’ document, and provide a comparison of actual results to projected outcomes.

II. Project Status

Provide information on the following:

- Accomplishments - Describe key tasks and project activities completed and provide supporting information.
- Priorities - List key tasks and activities to be completed during the upcoming reporting period. Describe efforts to continue project activities after grant is complete.
- Obstacles - Identify any challenges or obstacles that have occurred that may/will affect the project timeline or expected outcomes.
- Comments - Identify any “best practice” methodologies that have been developed from this project, especially those that may be used for other projects. Administrative systems and project activities should be included. Provide additional information relevant to the project status.

III. OTHER MEASURES

- In table format, list projected outcomes/milestones outlined in the original application, and provide a comparison of actual results to projected outcomes.
- Provide additional data for each outcome, as applicable, that demonstrate project effectiveness and/or results.
- Provide a specific plan to address sustaining the project’s activities after the grant period. Include milestones, timelines, and progress as applicable.

IV. Finances

- Update actual project income and expenditures using the budget format provided.
- If unexpended funds will remain following the end of the grant period, provide a brief proposal for their use.

DENVER PUBLIC SCHOOLS

Signed: DocuSigned by: Brian Eschbacher
0CD94BFD2CAC4A7...

Printed Name: Brian Eschbacher

Title: Director, Planning & Enrollment Services

Mailing address: 1860 Lincoln Street

Denver, CO 80203

Date: 8/12/2016

DENVER PUBLIC SCHOOLS FOUNDATION

Signed: DocuSigned by: Veronica Figoli
C4BABB7EF0234B2...

Printed Name: Veronica Figoli

Title: President/CEO

Mailing address: 1860 Lincoln St. 9th Fl.

Denver, CO 80203

Date: 8/16/2016

MICHAEL & SUSAN DELL FOUNDATION**GRANT LETTER – EXHIBIT C****AUTOMATED CLEARING HOUSE (ACH) CREDIT PAYMENT AUTHORIZATION**

Grantee/Payee Information
Payee Name:
Payee Address:
Payee Email Address (for remittance advice):

Bank Information
Account Name:
Bank Name:
Bank Account Number:
Bank Routing Number for ACH Transaction:
Account Type: Checking / Savings
Please attach a voided check copy or bank letter and e-mail to joe.siedlecki@msdf.org

Authorization
<p>The undersigned represents that he/she is an authorized signatory for the Payee entity described above, and that he/she hereby authorizes the Michael & Susan Dell Foundation to initiate deposits to Payee's account at the financial institution listed above, to initiate reversals of erroneous transactions and to take any other actions reasonably related to appropriate processing of such deposits. This authority will remain in effect until the Michael & Susan Dell Foundation is notified by an authorized signatory of Payee, in writing, to accounts.payable@msdf.org marked "Attention: Finance Team". Michael & Susan Dell Foundation and the above financial institution is hereby given a reasonable amount of time to act on the written notice. The Payee hereby indemnifies and holds harmless the Michael & Susan Dell Foundation from any claims which may arise from the Foundation's reasonable reliance on the instructions set forth herein.</p>
Signature:
Printed Name:
Title: