

WALTON FAMILY
FOUNDATION

April 14, 2017

Veronica Figoli
President and CEO
Denver Public Schools Foundation
1860 Lincoln Street, 9th Floor
Denver, CO 80203

RE: Grant #2017-526

Dear Veronica Figoli,

It is my pleasure to inform you that The Walton Family Foundation, Inc. ("Foundation") has approved a grant in the amount of \$335,000.00 to the Denver Public Schools Foundation ("Grantee"). The project term will be March 01, 2017 to February 28, 2018. This grant is subject to the following terms and conditions:

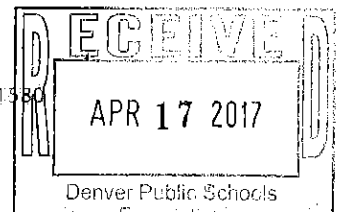
- Purpose:** The purpose of the grant is to support the implementation of School Choice 2.0, to launch a packaged software solution (SchoolMint) to improve and streamline the online experience and access families have to the Denver Public Schools (DPS) unified enrollment process. This grant is more fully described in Grantee's proposal dated January 20, 2017. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.
- Amount:** Three Hundred Thirty-Five Thousand Dollars (\$335,000.00).

Grant payment will be made as follows:

Installment	Amount	Date
#1	\$335,000.00	Upon completion of a signed grant agreement

- Payable:** This grant payment shall be initiated upon receipt of this completed letter from Grantee acknowledging the terms and conditions set forth herein. Grantee should receive grant funds electronically within 14 days of completion of the grant agreement.
- Accounting:** (a) The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this letter, the term "grant funds" includes the grant and any income earned thereon.

(b) Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in paragraph 5 and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.



5. **Reporting and Evaluation:** Grantee will provide the Foundation with financial and narrative reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant).

Report Date	Report Type
6/30/2018	Final Financial and Narrative

Success will be measured against the outputs and outcomes described in Appendix A.

All reports will be sent electronically to Education@wffmail.com. Please reference Grant #2017-526 on all reports submitted.

Grantee payments are always contingent upon the Foundation's approval of Grantee's operations based on the above reports and the Foundation's satisfaction with such information as it chooses to obtain from other sources.

6. **Representations:** Grantee represents and warrants to the Foundation that:

(a) Grantee is an organization in good standing, is either an organization described in section 501(c) (3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.

(b) In no event will Grantee use any grant funds:

(i) to carry on propaganda, or otherwise to attempt, to influence legislation;

(ii) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or

(iii) to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.

(c) Grantee will comply with all applicable laws and regulations.

7. **Repayment:** Grantee agrees to repay to the Foundation any portion of the grant funds not used for the grant's purposes. In addition, the Foundation may discontinue any further payments to Grantee, and may direct Grantee to repay any unexpended grant funds to the Foundation, if any of the following events occurs:

(a) Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;

(b) Grantee fails to comply with the terms of this letter; or

(c) There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant.

8. **Release and Indemnity:** Unless prohibited by law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, employees and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities, arising out of or related in any way to the actions or omissions of Grantee (or its directors, officers, employees, agents or contractors) in connection with the Grant and the project funded by the Grant, except to the extent caused by the Foundation's (or its directors', officers', employees' or agents') negligent actions or omissions. Grantee further agrees to carry insurance in such forms and amounts as are commercially reasonable and appropriate to cover Grantee's operations and to enable Grantee to indemnify and defend the Foundation as provided hereunder.

9. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in paragraph 11. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted.

The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this Agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.

10. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.

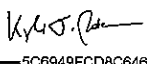
11. **Contact:** For all communications regarding this grant, please contact the Foundation by email at Education@wffmail.com. Please reference Grant #2017-526 in your communication.

By electronically signing this letter the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed documents will be emailed to the Grantee through

DocuSign. If the electronic signing of these items is not completed by April 20, 2017, the Foundation will consider the Grantee to have declined the grant.


On behalf of the Foundation, I extend every good wish for the success of your organization's endeavors.

Sincerely,

DocuSigned by:

5C6949FCD8C6462...
Kyle J. Peterson
Executive Director

ACKNOWLEDGED AND AGREED

By: _____
Veronica Figoli (Date)
Denver Public Schools Foundation

 4/17/17

Brian Eschbacher (Date)
Denver Public Schools

Appendix A: Denver Public Schools Foundation School Choice 2.0

Metric	By/When?	Measured By?
Outputs		
SchoolMint will deliver the following systems to Denver Public schools on time with required functionality and no critical bugs: <ul style="list-style-type: none"> • School Chooser System - a robust integrated tool allowing families to research, compare and select schools • An end-to-end application and enrollment management system - streamlining the administration of the choice application and enrollment process • A waitlist and lottery management system - reducing the manual management required by DPS 	Oct. 31, 2017	As recorded in program management files.
SchoolMint will deliver the user interface and all accessible public interfaces for families and the DPS Choice Team on time with required functionality and no critical bugs. The user interfaces will meet the following requirements: <ul style="list-style-type: none"> • DPS branding will be included on each page. • Interfaces will be configured to be intuitive for intended user groups. • All public interfaces will render on computers and mobile devices. • Functionality with translation to other languages. 	Dec. 31, 2017	As recorded in program management files.
DPS Enrollment and Planning team will deploy at least eight (8) staff members to three targeted communities (Westwood, Montbello and Five Points) to engage and facilitate the SchoolChoice 2.0 online process with at least 3,500 families who have traditionally utilized paper applications to participate in the SchoolChoice program.	Jan. 31, 2018	As recorded in program management files.
Outcomes		
At least 60% of all DPS families (as compared to 25% for the 2016-2017 school year) will participate in SchoolChoice 2.0 online.	Feb. 28, 2018	As recorded by DPS Enrollment and Planning Office records.
At least 70% of DPS families, in kindergarten, 6th and 9th grades (as compared to 66% for the 2016-2017 school year) will select SPF Blue or Green schools as their first choice.	Feb. 28, 2018	As recorded by DPS Enrollment and Planning Office records.
At least 40% of families engaged by the DPS Enrollment and Planning team staff members working in the Westwood, Montbello and Five Points communities will submit online applications via the SchoolChoice 2.0 system (as compared to 15% for the 2016-2017 school year).	Feb. 28, 2018	As recorded by DPS Enrollment and Planning Office records.

