

MILPITAS UNIFIED SCHOOL DISTRICT
Gift/Donation Form
For items valued at \$500 or more

Please type or print the following information.

DATE: 1/13/2017

I. SCHOOL/DEPARTMENT Joseph Weller Elementary School

A. DESCRIPTION OF GIFT/DONATION \$20,000 grant to provide funding to support Weller's Elementary School's pursuit of personalized learning.

Serial Number: N/A

1. Estimated current value: ~~N/A~~ \$20,000

2. Age of item donated: N/A

3. Will item be purchased through the District Requisition Process? YES NO N/A

4. If used equipment, is it in working condition? YES NO N/A

Location/Room of equipment: _____
 Asset Tag # _____

5. Will donor pay the installation costs, if any? YES NO N/A
 If no, please explain: _____

B. DONOR'S NAME: Silicon Schools

ADDRESS: 5858 Horton Street, Suite 451
 Emeryville, CA 94608

Board Policy No 3290:
 All gifts, grants, and bequests shall become District property. All gifts shall be given to the District as a whole and not to a particular school. At the discretion of the Superintendent, the gift may be used at a particular school. The District's discretionary power with the use of the gift shall not be impaired by any restriction or condition imposed by the donor.

I have read and understand Board Policy 3290:

See attached letter

not available
 Signature of Donor _____ Date _____
 (If donor signature is not available – please state reason)

Alicia J. Padilla 1/13/2017
 Signature of Principal/Administrator _____ Date _____

II. RECOMMENDATION BY BUSINESS SERVICES:

Approved: _____ Disapproved: _____

Estimated installation cost (if applicable): _____

Estimated maintenance cost (if applicable): _____

 Assistant Superintendent, Business Services _____ Date _____

III. Any items valued at \$1,000 or more must go for board approval:

Board Meeting Date: _____ Approved: Rejected:



SiliconSchools

5858 Horton Street, Suite 451 • Emeryville, CA 94608 • www.siliconschools.com

December 20, 2016

Alicia Padilla
Weller Elementary School
Milpitas, CA

Dear Alicia

We are pleased to share that the Silicon Schools Fund has approved a \$20,000 grant to Weller Elementary School to support its implementation of a more personalized learning model. We are excited to see the work unfold and to visit in the fall to see the work in action. Please review the attached accountability metrics and provide any feedback to us prior to finalizing this grant agreement.

To accept this grant, please sign the attached term sheet and wire transfer form, and return these forms to us within two weeks. If you have any questions about the remaining steps in this process or the timeline, please contact Caitrin or me. Thank you for commitment and vision. We are excited to support your efforts.

Sincerely,

Brian Greenberg
CEO, Silicon Schools Fund



GRANT AGREEMENT
Silicon Schools Fund and Weller Elementary School

Grantee: Weller Elementary School

Grantee Representative: Alicia Padilla, Principal

Purpose of Grant: To provide funding to support Weller Elementary School's pursuit of personalized learning, as outlined in its application to Silicon Schools Fund.

Date Approved: December 2016

Grant Amount: \$20,000

Payment Date: December 2016

Terms:

Silicon Schools Fund (Grantor) believes that a grant to Weller Elementary School (Grantee) for the purposes, and on the terms and conditions, stated below in this Agreement will further Silicon Schools Funds' charitable purpose by developing innovations in personalized learning that can increase student success.

Grantor and Grantee agree to the following terms and conditions:

- a. **Required Charitable Purpose and Specific Uses of Grant.** Grantor is making this grant to support Weller Elementary School's implementation of personalized learning practices. This grant is restricted to Weller Elementary School. All grant funds shall at all times be held and used solely for the charitable project or purpose and specific use described above, and Grantee shall repay to Grantor any portion of the amount granted which is not distributed for that specific use. Any changes in the purposes or use for which grant funds are spent must be approved in writing by the Grantor before implementation.
- b. **Prohibited Uses.** In addition to the above-described specific restrictions, Grantee shall not use any portion of the funds granted herein, or any income therefrom:
 - a. To undertake any activity for any purpose other than religious, charitable, scientific, literary, or educational;
 - b. To cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the Internal Revenue Code;
 - c. To carry on propaganda, or otherwise attempt to influence legislation;
 - d. To influence the outcome of any public election or to carry on, directly or indirectly, any voter registration drive.



- c. **Accountability metrics.** Grantee will work to meet the accountability metrics (Exhibit A) that have been jointly arrived at between the Grantee and Grantor.
- d. **Community engagement.** Grantee will be a vibrant member of the Silicon Schools Fund community and live its values of providing innovative leadership, sharing learnings, and delivering great outcomes on public funding.
- e. **Reporting by Grantee.** Grantee will provide a final report on the progress toward achieving the grant's purpose by **TBD**. This report will describe the compliance with the terms of this grant, describe performance against agreed upon metrics, and provide a detailed account of how the grant was spent. Grantee will also provide verbal updates on progress throughout the term of the grant to Grantor as requested. Grantor will provide a set of questions to be answered in this report.
- f. **Notice of changes.** Grantee shall notify Grantor immediately of any change in Grantee's status, key personnel essential to the ongoing administration of the organization or program, or funding that may impair the ability of Grantee to fulfill its obligations under this Agreement. Any significant changes, additions or deletions to any part of the program goals, objectives, activities, outcomes, timetable, or budget as originally approved must be requested in writing by Grantee and approval, if given, will be indicated in writing by Grantor. If there is any question as to the significance of a particular change, please contact Grantor.
- g. **Indemnification.** Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Grantor, its officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, in expending or applying the funds furnished pursuant to the grant or in carrying out the program or project to be funded or financed by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of Grantor, its officers, directors, trustees, employees, or agents.
- h. **Remedies.** In the event that Grantee violates or fails to carry out any provision of this Agreement, Grantor may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee, and Grantor may demand the return of all or part of the unexpended grant funds, which the Grantee shall immediately repay to Grantor.
- i. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.
- j. **Entire agreement; amendments and waivers.** This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties hereto.



Silicon Schools Fund is excited about the work Weller Elementary School is doing and looking forward to this partnership.

Upon signing this contract, the undersigned agree to the terms of this agreement.

Brian Greenberg
CEO, Silicon Schools Fund

Date

Alicia J. Padilla

Alicia Padilla
Principal
Weller Elementary School

1/6/2017

Date

