September 3, 2014

TO: Santa Clara County Board of Education

FROM: Angelica Ramsey, Ed.D., Educational Services Branch, Chief Academic Officer
       Cecilio Dimas, STEAM, Director

VIA: Jon R. Gundry, County Superintendent of Schools

SUBJECT: Request Acceptance of The William and Flora Hewlett Foundation Grant

Associated Goal
Goal 1: Improve student equity and reduce access discrepancies to high quality education

Background
The Santa Clara County Office of Education’s (SCCOE) Artsipration initiative began in 2007. The focus of the initiative has been on professional development, advocacy and community engagement. With changes in the national, state and local education landscape -- implementation of the Common Core, new funding formulas for CA schools, and creation of a STEAM Department at the County Office -- we anticipate a period of data gathering, analysis, development and renewing of district, school and community partnerships, that will result in increased access and equity to quality arts and arts-integrated education for Santa Clara County’s students, especially ELL, low income and foster youth. The term of this grant is July 14, 2014 through July 14, 2016, and will include both planning and implementation.

Fiscal Implications

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary &amp; Benefits</td>
<td>$214,261.00</td>
</tr>
<tr>
<td>Materials &amp; Supplies</td>
<td>12,538.00</td>
</tr>
<tr>
<td>Indirect</td>
<td>23,201.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$250,000.00</td>
</tr>
</tbody>
</table>

*Salary and benefits are for .5 FTE VAPA Administrative Assistant, .2 FTE VAPA Coordinator for two years. Remaining funding for salaries and benefits is for Professional Experts.

Requested Action
Request acceptance of The William and Flora Hewlett Foundation Grant
Office of the President

July 14, 2014

Ms. Esther Tokihiro
Visual & Performing Arts Coordinator
Santa Clara County Office of Education
1290 Ridder Park Drive
San Jose, CA 95131-2398

Reference: Grant #2014-9982

Dear Ms. Tokihiro:

I am pleased to inform you that The William and Flora Hewlett Foundation (the “Foundation”) has authorized a grant of $250,000 over two years to Santa Clara County Office of Education (“Grantee”) for support of the Artspiration countywide arts education initiative. The grant will be paid in two installments. This grant, with any income earned from investment of the grant funds, is for support of the Artspiration countywide arts education initiative.

In order for the Foundation to make payment, Grantee must accept the terms of the grant as set forth in the following paragraphs. The terms of this award letter constitute the entire agreement between the Foundation and the Grantee and supersede any prior oral or written understandings or communications between them. Please note that the Foundation reserves the right to cancel this grant if a signed copy of this Agreement is not received by the Foundation within 60 days of the date first written above.

**Tax Status.** Grantee confirms that it is a governmental unit referred to in Section 170(c)(1) of the Internal Revenue Code, or a Federal, state, local, or foreign government body, agency, or instrumentality that is treated as an organization described in Code Sections 501(c)(3) and 509(a)(1).

**Use of Grant Funds.** Grantee agrees that the grant funds, with any income earned from the investment of the grant funds (together, “the grant funds”), will be used exclusively for charitable purposes as described in Section 501(c)(3) of the Internal Revenue Code, and only in support of the activities described in Grantee's proposal of May 27, 2014 and the budget attached thereto. Funds not used during the term of the grant (July 14, 2014 to July 14, 2016) must be returned to the Foundation unless an extension is approved at Grantee's request and in the Foundation's discretion.

Grantee agrees to repay to the Foundation any portion of the grant funds expended in violation of this Agreement.
Prohibited Use of Funds. Grantee agrees to not use any portion of the grant funds to any extent for any of the following:

a. To participate in any political campaign on behalf of or in opposition to any candidate for public office or to otherwise influence the outcome of any specific public election as described in Section 4945(d)(2) of the Internal Revenue Code;

b. To provide material support to any person or entity that engages in violent terrorist activities; or

c. For any non-charitable purposes.

Limitations on Lobbying Activity. Grantee attests that the lobbying amount shown on the project budget is a good faith estimate of the lobbying expenses expected to be incurred in connection with the activities described in its proposal. Grantee represents that the amount of this grant, together with the amount of any other grants that Grantee has received from the Foundation for the same project for the same year does not exceed the amount of Grantee’s budget for project activities that are not attempts to influence legislation.

Grantee acknowledges that the Foundation has not designated or earmarked any part of the grant funds for the carrying on of propaganda or attempting to influence legislation within the meaning of Internal Revenue Code Sections 501(h), 4945(d)(1) and 4945(e) and related regulations (these provisions include local, state, federal, and foreign legislation), and neither Grantee nor the Foundation has entered into any agreement, oral or written, to the contrary.

Please note that in the event Grantee uses any of the grant funds to influence governmental action in ways permissible under the Internal Revenue Code and the terms of this Agreement, Grantee may have lobby reporting or other disclosure requirements under the laws of a particular state or other jurisdiction; note further, that state law may include influencing state administrative agencies within the definition of lobbying. Grantee acknowledges that Grantee is solely responsible for complying with any and all applicable lobby reporting or other disclosures.

Special Limitations for Ballot Questions. The Foundation intends that the grant funds shall not be used to influence the qualification or passage of any ballot question or similar legislative decision put to voters. As an essential condition for receiving the grant funds, Grantee shall not use any portion of the grant funds in any manner that would cause the Foundation to be identified as funding reportable lobbying, or require the Foundation to register under any applicable state or local disclosure law, except as may otherwise be provided in this Agreement.

Grantee Control of Funds. Grantee acknowledges that there is no agreement, oral or written, whereby the Foundation has designated or earmarked any part of the grant funds for any specific named organization or individual. Furthermore, Grantee retains full auth
ority and control over the selection process of any re-grants contemplated under the proposal. Specifically, any re-grants will be approved by the Grantee’s Board of Directors or its designee. The Foundation may not select re-grantees.

**Reporting.** Grantee agrees to submit narrative and financial reports on use of the grant funds during the grant period. Reports should be submitted according to the following schedule:

<table>
<thead>
<tr>
<th>Reporting requirements</th>
<th>Due date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interim Reports</td>
<td>07/14/2015</td>
</tr>
<tr>
<td>Final Reports</td>
<td>07/14/2016</td>
</tr>
</tbody>
</table>

Reports are due as shown in the above chart, and will be considered late 30 days after the due date.

For your convenience, please see “Reporting Requirements” enclosed with this letter for further instructions on preparing these reports. *Please use the grant reference number located on the first page of this letter in all reports and correspondence.*

**Grant Payment.** The Foundation’s disbursement of payments is contingent upon the Foundation’s review of Grantee’s work in connection with this grant and the Foundation’s determination that Grantee is in compliance with all terms and conditions of this Agreement and that satisfactory progress and performance has occurred and is likely to continue to occur. Funding may be modified, curtailed, or discontinued, and any grant funds must be repaid, if at any time the Foundation determines that the purposes of the grant are not being met.

Payment will be made as follows, subject to the contingencies provided in this grant agreement letter:

<table>
<thead>
<tr>
<th>Projected date</th>
<th>Amount</th>
<th>Contingency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Within 30 days of receipt of signed letter agreement</td>
<td>$125,000</td>
<td>Receipt of signed grant agreement letter Prior grant must close before payment</td>
</tr>
<tr>
<td>Within 30 days of approval of interim reports</td>
<td>$125,000</td>
<td>Submission of satisfactory interim reports and expenditure of at least 75% of prior payment</td>
</tr>
</tbody>
</table>

**Compliance with Laws; Government Officials.** Grantee represents and warrants to the Foundation that Grantee is legally authorized to enter into this Agreement and that Grantee has complied with and will continue to comply with all applicable local, state, federal and international laws or requirements, including laws governing contacts with government officials (e.g., anti-bribery laws such as the Foreign Corrupt Practices Act) and anti-terrorism
laws and sanctions, in connection with the performance of the activities under this grant.

Grantee further represents and warrants, except as otherwise set forth in this Agreement, that there is no agreement, written or oral, between the Foundation and the Grantee whereby the Foundation may direct the activities of the Grantee, including, if applicable, causing the selection of any government official to attend or participate in any event or activity of the Grantee. The Grantee exercises control over that selection process and makes the selection completely independent of the Foundation. Grantee acknowledges that the Foundation is relying upon the representations made by the Grantee in this section in determining that there is no legal impediment to the Foundation’s making a grant to the Grantee.

**Notification.** Grantee agrees to notify the Foundation immediately of any organizational changes during the term of the grant, including, but not limited to, changes in key personnel and changes in tax status, and changes in the project timing or goals. Any such notification shall be provided in writing, which may be by electronic mail to the Program Officer or other Foundation representative responsible for overseeing this grant.

**Evaluation.** The Foundation may choose to conduct an evaluation of the effectiveness of this grant (the “Evaluation”) either individually or as part of a broader Foundation strategy. Grantee agrees to cooperate in the Evaluation and provide such information to the Foundation or its representatives as necessary.

Grantee further agrees that the Foundation can disseminate to the public the results of the Evaluation, including any data created in connection with the Evaluation. In such cases, the Foundation may share the results of the Evaluation with the Grantee and may provide an opportunity for the Grantee to comment.

**Grant Acknowledgement.** When it serves an organization’s charitable goals and strategies, grantees are welcome to acknowledge the Foundation’s support through a simple statement indicating that the Foundation has provided the Grantee with funding during the grant period, including naming the Foundation in a list of the Grantee’s funders. Grantees receiving project support should acknowledge Foundation support only in relation to the relevant project being funded. To ensure that the Foundation’s grantmaking programs are portrayed accurately, any other use of the Foundation’s name and all uses of the Foundation’s logo, including the use of the Foundation’s name or logo in the titles of programs, in research reports, in paid advertisements, in press releases, or on placards at meetings, must be reviewed and pre-approved by the Foundation in writing. Requests for approval should be directed to the Communications Department at communications@hewlett.org. The Communications Department endeavors to review and respond to acknowledgement and logo permissions requests within five business days.
Upon the expiration of this Agreement (including any Foundation-approved extensions) or the termination of this Agreement, or at the request of the Foundation at any time, Grantee shall immediately discontinue the use of the Foundation’s name and logo in electronic materials and shall discontinue use within a reasonable period of time for printed materials. All uses beyond this period must be pre-approved in writing by the Foundation, which may be granted or withheld in the sole and absolute discretion of the Foundation.

**Signature.** Please have a corporate officer authorized to sign on behalf of the Grantee **sign and return** a copy of this grant agreement letter in its entirety to the Foundation to indicate the Grantee's acceptance of the terms of the grant. Although a handwritten signature is required (electronic signatures are not accepted), Grantee is encouraged to return the signed copy of the entire grant agreement letter to the Foundation electronically, either by emailing a scanned copy to grantagreements@hewlett.org or by faxing the copy to (650) 234-1915, which will ensure faster processing of your grant payment. Alternatively, Grantee may return an original signed copy of the grant agreement letter by mail to the Foundation's offices at 2121 Sand Hill Road, Menlo Park, CA 94025, Attention: Grants Management. For grant agreement letters submitted by email or fax, the Grantee agrees to provide the original signed copy to the Foundation at the Foundation's request.

**Foundation Contact.** Should you have any questions related to this grant, please contact Julie Fry, Program Officer for Performing Arts. We are pleased to be able to assist you.

Sincerely,

[Signature]

LK
Enclosures
cc: Julie Fry, Program Officer for Performing Arts
    Mary Ann Dewan, Interim County Superintendent of Schools
ACCEPTANCE: On behalf of Santa Clara County Office of Education, I hereby accept and agree to be legally bound by the terms of the grant as set forth herein. By signing this letter, I certify that Santa Clara County Office of Education does not employ or deal with any entities or individuals that are subject to sanctions by the Office of Foreign Assets Control of the U.S. Department of The Treasury (information about such entities and individuals may be found at http://www.ustreas.gov).

Date: __________  By: ___________________________  Title: ___________________________