



827 Broadway, Suite 300 • Oakland, CA 94607 • www.siliconschools.com

June 13, 2023

Kevin Sved
Navigator Schools
650 San Benito St, Suite 230
Hollister, CA 95023

Dear Kevin,

We are pleased to share that the Silicon Schools Fund has approved an investment of \$32,500 to support Navigator Schools, specifically Hayward Collegiate and Watsonville Prep to partner with Ignite! Reading for the 23-24 school year.

Our portfolio is collectively striving to transform teaching and learning in California. We are guided in this work by three key goals:

1. Launch excellent schools and protect existing schools across California that serves students and families – especially those that need them the most.
2. Improve instruction immediately in existing schools by deploying practices from best-in-class support providers.
3. Drive the next phase of innovation in education to meet the needs of the times.

To accept this grant, please electronically sign (via DocuSign) the attached term sheet and wire transfer form within two weeks. If you have any questions about the remaining steps in this process or the timeline, please contact me or Amy Ng.

Thank you for your great work. We are pleased to support your efforts.

Sincerely,



Brian Greenberg
CEO, Silicon Schools Fund



GRANT AGREEMENT
Silicon Schools Fund and Navigator Schools

Grantee: Navigator Schools

Grantee Representative: Kevin Sved, CEO, Navigator Schools

Purpose of Grant: To provide funding to support Navigator Schools' engagement with Ignite! Reading to improve literacy outcomes.

Grant Type: Innovation

Date Approved: June 2023

Grant Amount: \$32,500

Payment Date: June 2023

Terms:

Silicon Schools Fund (Grantor) believes that a grant to Navigator Schools (Grantee) for the purposes, and on the terms and conditions, stated below in this Agreement will further Silicon Schools Funds' charitable purpose by designing and launching a school that creates innovations in how students learn and how school is structured.

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 Navigator Schools' partnership with Ignite! Reading. 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:
 - i. To undertake any activity for any purpose other than religious, charitable, scientific, literary, or educational;
 - ii. 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;
 - iii. To carry on propaganda, or otherwise attempt to influence legislation;
 - iv. 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.
- e. Reporting by Grantee.** Grantee will provide a verbal report on the progress toward achieving the grant's purpose by 7/1/2024. This report may be conducted via zoom/phone or in a written form, to be mutually agreed upon by Grantee and Grantor. Grantee will also provide verbal updates on progress throughout the term of the grant to Grantor as requested.
- f. Notice of changes.** Grantee shall notify Grantor immediately of any change in Grantee's non-profit 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. Intellectual Property.** Grantee grants the Grantor a non-exclusive, non-commercial, perpetual, worldwide, transferable, royalty-free license (the "*License*") to:
- i. any and all work product, source code, computer programs, applications, writings, other works of authorship, copyrights, inventions, designs, utility models, patents, trademarks, and trade secrets;
 - ii. applications or derivatives of or related to any of the foregoing; and
 - iii. any other intellectual property rights;

that (x) arise or result from Grantee's direct or indirect use of the Grant, or (y) are created by or for Grantee in furtherance of the Purpose (collectively, the "*Grant-Related Intellectual Property*"). The License includes at least the following rights: (i) to make or have made, use, import, or provide any service, product, method, or apparatus, covered by the Grant-Related Intellectual Property; (ii) to reproduce, prepare derivative works of, make improvements to, perform, display, and distribute any work, process, or service, covered by the Grant-Related Intellectual Property; and (iii) a limited right to sublicense the Grant-Related Intellectual Property to third-parties either for use by any such third party solely to support the Grantor's non-commercial use of the Grant-Related Intellectual Property, or for non-commercial use by any such third party.

- h. 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.
- i. 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.



j. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

k. **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 to continue our partnership with Navigator Schools and we look forward to seeing your work evolve.

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

DocuSigned by:

Brian Greenberg

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Brian Greenberg

CEO, Silicon Schools Fund

6/20/2023

Date

DocuSigned by:

Kevin Sved

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Kevin Sved

CEO, Navigator Schools

6/20/2023

Date



Exhibit A: Grant Milestones

Navigator Schools' Grant Deliverables by July 1, 2024

- Share a report that summarizes the reading progress and impact of the students served by Ignite! Reading (Watsonville Prep – 20 students; Hayward Collegiate – 6 students)



Wire Transfer Information

Please complete the needed information below so we can complete a wire agreement upon execution of this agreement

Name of Bank: Santa Cruz County Bank

Bank Branch Address: P.O. Box 8426, Santa Cruz, CA 95061

ABA Number (for Domestic Wires): 121143736

Grantee's Bank Account Name: Navigator Schools

Grantee's Bank Account Address
(i.e. mailing address used to open your account): 650 San Benito Street
Suite 230
Hollister, CA 95023

Grantee's Bank Account Number: 033011883

Grantee Organization's FEIN: 27-4238843

Grantee Contact Name and info to confirm wire information:

Ami Ortiz
831-297-2722
ami.ortiz@navigatorschools.org

If you have any questions or concerns regarding this information, please contact Amy Ng at amy@siliconschools.com or at (510) 224-4298.



Ignite!Reading

Ignite! Reading offers Navigator Schools an opportunity to both triage the current literacy gaps we are seeing in our schools post-covid as well as consider what our reading curriculum and teacher development strategies can be in the long-term. The program offers well-trained adults in front of students which can both close the literacy gaps we are seeing and also offer insight into what we need to supplement our teachers' professional development.

What you get:

- Qualified Reading Specialist
 - 10 week certification
 - 60 hours of PD
 - Coached once a week with a Literacy Specialist
- Literacy Specialist per Principal

Tools and efficacy:

- Use dibbles to diagnose students
- Curriculum based assessment that offers a fresh crop of data every 14 days
- "Differentiated Instruction". Created for small groups and adapted for 1-1.

Students Targeted:

- Emergency Students - Tier 3 focusing on k-2, potentially for upper grades depending on schedule and seats.

Added Considerations:

- Measuring ROI
 - Student assessment
 - Teacher surveys
- Implementation rollout requires:
 - Launch meeting with all stakeholders
 - Operational practice with those facilitating

Costs:

- \$2500 per seat x 45 seats = \$112,500
- \$20 per headphone x 45 = \$900-\$1000
- Navigator able to pay \$30,000
- Total Ask = ~85K