

GRANT AGREEMENT
Between the
COMMUNITY FOUNDATION OF BROWARD, Inc.
910 E. Las Olas Boulevard, Suite 200
Fort Lauderdale, FL 33301
954-761-9503

And

Grantee: **The School Board of Broward County, Florida**
Address: 600 South East Third Avenue
KCW-4th Floor
Fort Lauderdale, FL 33301
Contact: Stephanie R. Pollard
Director, Grants Administration Department
Stephanie.Pollard@browardschools.com
(754) 321-2260

TERMS AND CONDITIONS OF GRANT

The following terms and conditions must be met by the above-named Grantee ("Grantee") in order to receive the grant that has been awarded. If and when the Grantee fails to meet any of these terms and conditions, the Community Foundation of Broward ("Foundation") may withdraw its award and terminate the Grant Agreement ("Agreement") and shall thereupon have no further obligation to disburse to Grantee any remaining unpaid grant funds, and may further require repayment of any grant funds which were not used in accordance with the terms of this Agreement.

I. Grant Purpose To support educational projects in Pompano Beach schools.

II. General Terms of Projects

Name of Project: Literacy Through Theater
School: Cross Creek School
Teacher: Lisa Green
Grant Amount: \$1,380
Grant Period: The day after The School Board of Broward County, Florida approval to June 30, 2018
Grant Number: 20170210
Student Authors

Name of Project:
School: Crystal Lake Middle
Teacher: Jolene Sessler Trinkowsky
Grant Amount: \$1,320
Grant Period: The day after The School Board of Broward County, Florida approval to June 30, 2018
Grant Number: 20170211

Name of Project: S.T.E.M Projects
School: McNab Elementary
Teacher: Alise Anderson
Grant Amount: \$1,497
Grant Period: The day after The School Board of Broward County, Florida approval to June 30, 2018
Grant Number: 20170212

Name of Project: Fabulous Florida
School: McNab Elementary
Teacher: Sheila K. Cousins
Grant Amount: \$1,467
Grant Period: The day after The School Board of Broward County, Florida approval to June 30, 2018
Grant Number: 20170213

Name of Project: Maker Space
School: Norcrest Elementary
Teacher: Jennifer Morales
Grant Amount: \$1,500
Grant Period: The day after The School Board of Broward County, Florida approval to June 30, 2018
Grant Number: 20170214

Name of Project: Dual Language Materials
School: Pompano Beach Elementary
Teacher: Michelle Jenkins
Grant Amount: \$1,000
Grant Period: The day after The School Board of Broward County, Florida approval to June 30, 2018
Grant Number: 20170215

Name of Project: Etiquette Education
School: Pompano Beach Elementary
Teacher: Theresa Salow Giles
Grant Amount: \$1,500
Grant Period: The day after The School Board of Broward County, Florida approval to June 30, 2018
Grant Number: 20170216

Name of Project: Debate/Law Research Initiative
School: Pompano Beach Middle
Teacher: Eliot A. Kopp
Grant Amount: \$1,500
Grant Period: The day after The School Board of Broward County, Florida approval to June 30, 2018
Grant Number: 20170217

Name of Project: Ready, Set, Speak!
School: Sanders Park Elementary
Teacher: Jaime Akkusu
Grant Amount: \$1,336
Grant Period: The day after The School Board of Broward County, Florida approval to June 30, 2018
Grant Number: 20170218

III. Budget and Use of Funds Funds must be used, by the Grantee, strictly in accordance with the terms of this Agreement, including the grant purpose set forth in paragraph I and the final budget on which the grant was based. Any changes must be submitted in writing to the Foundation and be approved by the Foundation.

IV. Reversion of Funds

All funds not expended for the purposes agreed to by the Grantee and the Foundation must be returned to the Foundation.

V. Records Maintenance and Review/ Reports Grantee must maintain files and records on the project funded and allow Foundation staff reasonable access for the purpose of verifying procedures and operations and financial audits and investigations as deemed necessary concerning the grant. Records must be maintained that identify the purpose for which grant funds have been expended based on project budget submitted. The appropriate Grantee’s personnel must be available for discussion on such matters. Maintenance of files and records should be for a period of at least three years after completion or termination of the project.

The Grantee agrees to submit to the Foundation reports as follows:

| Requirement | Due Date | Payment Date | Payment Amount |
|--------------------|------------------|---------------------|-----------------------|
| Signed Agreement | November 7, 2017 | Upon Receipt | \$12,500 |
| Final Report | June 30, 2018 | No Payment | N/A |

The Grantee agrees to submit to the Foundation reports and email completed reports with required backup to reports@cfbroward.org. Reports should include narrative information and financial accounting of the expenditure of these grant funds that demonstrate that they were used for the purpose for which the grant is made. You must also provide high resolution photos (*min. 800KB for jpeg or resolution at 300 dpi*) and/or videos of your program in action with model releases and allow the Foundation to use them and information about your project in as part of our publicity efforts.

VII. Publicity

In acknowledgement of the Foundation’s support of this program, grantee shall provide the Foundation with appropriate publicity and recognition. **All related promotional materials and communications must be submitted for approval no later than three (3) business days prior to print and distribution.** This includes print and digital media such as press releases, signage, invitations, announcements, programs, feature stories, materials produced as part of your grant, and other public information for internal and external use. Please follow the communication guidelines available on our website at cfbroward.org/guidelines. In all communications, attributed appropriately please acknowledge:

This grant has been made possible by support from the following
Community Foundation of Broward Funds:
Mary M. Turner Fund and Nancy M. France Fund

VIII. Special Conditions

None.

VIII. Miscellaneous

The Grantee agrees to continue to maintain its eligibility for this grant during the entire grant period. This includes, but is not limited to, maintaining its status as an organization qualified under 501 (c)(3) of the Internal Revenue Code and maintaining its principal place of operation and/or providing services according to grant purpose in Section I in Broward County, Florida. If any change occurs in grantee’s status, or in key staff responsible for this grant, or in the grantee’s ability to execute this grant as approved, the Foundation must be notified immediately. The Foundation is pleased to provide the grant encompassed by this agreement but cannot accept legal responsibility for the project. Accordingly, the Grantee agrees to indemnify and hold harmless the Foundation from any and all liability the Foundation may incur in connection with Grantee’s participation and administration of this grant. Nothing herein shall be construed as a waiver by Grantee of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

Public Records. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. *The Foundation* shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, *the Foundation* shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. *The Foundation* shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if *the Foundation* does not transfer the public records to SBBC. Upon completion of the Agreement, *the Foundation* shall transfer, at no cost, to SBBC all public records in possession of *the Foundation* or keep and maintain public records required by SBBC to perform the services required under the Agreement. If *the Foundation* transfer all public records to SBBC upon completion of the Agreement, *the Foundation* shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If *the Foundation* keeps and maintains public records upon completion of the Agreement, *the Foundation* shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301

The Board and staff of the Community Foundation of Broward are pleased to make this grant to your organization. Please sign and return the Agreement as evidence of your understanding of and agreement with the terms outlined. Return completed document to the Community Foundation of Broward, 910 E. Las Olas Boulevard, Suite 200, Fort Lauderdale, FL 33301.

FOR THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Abby M. Freedman, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Janette M. Smith Digitally signed by Janette M.
Smith
Date: 2017.10.04 11:56:05 -04'00'

Office of the General Counsel

FOR COMMUNITY FOUNDATION OF BROWARD, INC.
(Corporate Seal)

COMMUNITY FOUNDATION OF BROWARD, INC.

ATTEST:

By _____

, Secretary

-or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of

_____, 20__ by _____ of
Name of Person

_____, on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced _____ as
identification and did/did not first take an oath. Type of Identification

My Commission Expires:

(SEAL)

Signature – Notary Public

Printed Name of Notary

Notary's Commission No.