

GRANT AGREEMENT



Between the

COMMUNITY FOUNDATION OF BROWARD, INC.

910 East 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. Williams
Director, Grants Administration
Stephanie.williams2@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

Project Name: Student Authors Publishing Project

School: Crystal Lake Middle

Teacher: Carolyn Cooper, History Teacher

Grant Amount: \$1,450

Grant Period: The day after The School Board of Broward County, Florida approval to June 30, 2019

Grant Number: 20190157

Project Name: SEEDS of Change

School: Cypress Elementary

Teacher: Fabiana Spiteri, ESOL Contact

Grant Amount: \$1,500

Grant Period: The day after The School Board of Broward County, Florida approval to June 30, 2019

Grant Number: 20190158

Project Name: Clean My Ride
School: Cypress Run Education Center
Teacher: David Bentley, History Teacher
Grant Amount: \$1,500
Grant Period: The day after The School Board of Broward County, Florida approval to June 30, 2019
Grant Number: 20190159

Project Name: 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, 2019
Grant Number: 20190160

Project Name: Florida Ecosystems & History
School: McNab Elementary
Teacher: Erin Ryan
Grant Amount: \$1,137
Grant Period: The day after The School Board of Broward County, Florida approval to June 30, 2019
Grant Number: 20190161

Project Name: Exploring for Enrichment
School: McNab Elementary
Teacher: Tammie Jurvic
Grant Amount: \$931
Grant Period: The day after The School Board of Broward County, Florida approval to June 30, 2019
Grant Number: 20190162

Project Name: Literacy Through the Performing Arts
School: Cross Creek Center
Teacher: Lisa Green
Grant Amount: \$1,482
Grant Period: The day after The School Board of Broward County, Florida approval to June 30, 2019
Grant Number: 20190163

Project Name: An Open Book Opens a Mind
School: Sanders Park Elementary
Teacher: Marie Russell
Grant Amount: \$1,500
Grant Period: The day after The School Board of Broward County, Florida approval to June 30, 2019
Grant Number: 20190164

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 II 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.

Grantee Disclosure of Student Information

1) For the purpose of grant accountability reporting, including to report student success stories and thank you messages from students, Grantee will provide the student information listed in this section to the Foundation.

2) Types of student information to be provided by Grantee to the Foundation:

- a. photos of students engaged in grant-funded activities,
- b. name of school,
- c. name of teacher,
- d. grade level,
- e. type of program, and
- f. success stories - descriptions of activities and thank you messages from students.

3) Grantee shall obtain written consent of the parent, guardian, or student age 18 or over prior to disclosing the student information listed in this section.

Foundation Confidentiality of Education Records

Foundation shall

1) hold any education records in strict confidence and will use reasonable care not to use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

2) safeguard each education record through administrative, physical and technological safety standards to ensure that reasonable controls are in place to protect the education records and information;

3) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party except as needed for purposes of communicating student success stories.

The Grantee agrees to submit to the Foundation as follows:

Requirement	Due Date	Payment Date	Payment Amount
Signed agreement	October 31, 2019	Upon Receipt	\$11,000
Final report	June 30, 2019	No Payment	N/A

Grantee agrees to submit to the Foundation a final report summarizing each project. Please send the completed report 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.

Grantee agrees to provide high resolution photos via Dropbox or other file sharing medium (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. **Grantee agrees to follow the brand standards manual available on our website at cfbroward.org/guidelines.**

This grant was made possible by the following Fund(s) and should be attributed appropriately in all communications, as listed below (list all):

**Support has been provided by the following Funds at the
Community Foundation of Broward:**

Mary M. Turner Fund

Nancy M. France Fund

The Fund(s) should be recognized exactly as it is listed above. We ask that you submit copies of all such publicity with your project reports. Any statement about Foundation policy or staff should be cleared in advance with the Foundation.

VIII. Special Conditions

None.

IX. **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 Grantee to perform the services required under this Agreement. Upon request from Grantee's custodian of public records, the Foundation shall provide Grantee 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 Grantee. Upon completion of the Agreement, the Foundation shall transfer, at no cost, to Grantee all public records in possession of the Foundation or keep and maintain public records required by GRANTEE to perform the services required under the Agreement. If the Foundation transfer all public records to Grantee 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 Grantee, upon request from Grantee's custodian of public records, in a format that is compatible with Grantee'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, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301

Agreement Administration

Grantee has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

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.

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FOR GRANTEE

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Eric Abend

Eric Abend

Reason: CFB 2019

Date: 2019.11.26

12:59:37 -05'00'

Office of the General Counsel

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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:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No. _____