



August 1, 2017

Ms. Karen Rose
Executive Director of Middle Schools
Sarasota County School District
1960 Landings Boulevard
Sarasota, FL 34231

Dear Ms.  Rose:

On behalf of the Board of Directors of the Charles & Margery Barancik Foundation, I am pleased to inform you that a \$525,000 grant to Sarasota County School District was approved. The purpose of this grant is to support the 21st Century School Initiative in the 2017-18 school year.

Attached to this letter is the General Grant Terms, Conditions and Understandings, which includes important deadlines and expectations regarding evaluation, marketing and reporting on this grant award. Please sign and return this document by Tuesday, August 15, 2017.

We wish you every success in accomplishing the goals of this important work.

Warmest regards,



Teri A Hansen
President | CEO



**General Grants Terms, Conditions and Understandings
Sarasota County School District
21st Century School Initiative
Board approved: July 28, 2017**

The Charles & Margery Barancik Foundation (Barancik Foundation) is awarding this grant to you as the Grantee contingent upon the following terms, conditions and understandings.

Purpose of the grant

Based upon the grant application "21st Century School Initiative" approved by the Barancik Foundation Board of Directors on July 28, 2017, \$525,000 is being awarded for the following purpose.

To transform 21 Sarasota County Middle School English, Language Arts and Social Studies classrooms into TechActive classrooms in the 2017-18 school year.

Payment Contingencies and Schedule

The Barancik Foundation Board of Directors approved a one-year, \$525,000 grant. The Grantee is responsible for providing Barancik Foundation with current financial wire instructions for the possible electronic transfer of funds.

- Payment will be made to the 21st Century Learning Initiative fund at Gulf Coast Community Foundation.

Records and Reports

The Grantee shall submit a final grant report to Barancik Foundation tracking progress toward the evaluation metrics stated in the application by the following date:

- July 31, 2018, final grant report

The Grantee will speak to its progress toward the evaluation metrics and outcomes stated in the grant application:

- Transform 21 classrooms into TechActive classrooms.
- Train teachers to design collaborative and engaging lesson plans.
- Incorporate technology in lessons as it would be used in college and the workplace.
- Strengthen student problem solving and critical thinking skills.

Grantee also agrees to provide any other information reasonably requested by Barancik Foundation. If Grantee obtains any audited financial statements covering any part of the period of this grant, please provide a copy to Barancik Foundation as well. Grantee is required to keep the financial records with respect to this grant, along with copies of any reports submitted to Barancik Foundation, for at least four years following the year in which all grant funds are fully expended.

Marketing and Communications

Grantee is expected to publicize the grant award through a press release, use of social media and recognition at special events, where appropriate. A press release announcing the grant award must be approved and distributed prior to October 31, 2017.

Adhere to the following brand standards in all communication about this grant:

- In all written and verbal communication, use the proper name Charles & Margery Barancik Foundation.
- In running text, use “Charles and Margery Barancik Foundation” on first reference and “Barancik Foundation” on subsequent references.
- Do not use any alphabetical abbreviations for the Barancik Foundation’s name.
- President and CEO Teri A Hansen [no period after “A” in her name].
- Logo files are linked here and all uses must be approved prior to publication.
<https://www.dropbox.com/sh/z98e0a71fmu8jl2/AAB144tV26-AJvTEfqUnMBita?dl=0>
- Include the “About Us” language, below, in press releases.

About Charles & Margery Barancik Foundation

The Charles and Margery Barancik family has long believed in the power of philanthropy to shape our world and enrich the lives of all people. It was the expression of this belief that led them in 2014 to establish the Charles & Margery Barancik Foundation—a private, family foundation located in Sarasota, Florida. The Barancik Foundation creates initiatives and awards grants in Sarasota and beyond in the areas of education, humanitarian causes, arts and culture, the environment, and medical research. For further information, please contact Kelly Romanoff at KRomanoff@BarancikFoundation.org.

No Assignment or Delegation

Grantee may not assign or otherwise transfer rights, or delegate any obligations under this grant without prior written approval from Barancik Foundation.

Required Notification

Grantee is required to provide Barancik Foundation with immediate written notification of: any changes in tax-exempt status; inability to expend the grant for the purposes described in the grant award letter; or any expenditure from this grant made for any purpose other than those for which the grant was intended.

Reasonable Access for Evaluation

Grantee will permit Barancik Foundation and its representatives, at its request, to have reasonable access during regular business hours to files, records, accounts, personnel, and clients or other beneficiaries for the purpose of making such financial audits, verifications or program evaluations as Barancik Foundation deems necessary or appropriate concerning this grant award.

Expenditure of Funds

Grantee is required to keep a record of all receipts and expenditures relating to this grant. This grant (together with any income earned upon investment of grant funds) is made for the purpose outlined in the grant award letter and may not be expended for any other purpose without Barancik Foundation's prior written approval. Grant funds must be expended within one year of payment date and may not be used for expenses incurred prior to date agreement is signed. If the grant is intended to support a specific project or to provide general support for a specific period, any portion of the grant unexpended at the completion of the project or the end of the period shall be returned immediately to Barancik Foundation. Grantee may not expend any grant funds for any political or lobbying activity or for any purpose other than one specified in section 170(c)(2)(b) of the Code.

Tax-Exempt Status and Legal Regulations

Grantee is a nonprofit organization currently recognized by the Internal Revenue Service as a public charity described in sections 501(c)(3) and 509(a)(1), (2), or (3) of the Internal Revenue Code of 1986 as amended (the "Code"); Grantees tax-exempt status under sections 501(c)(3) and 509(a) of the Code has not changed since the issuance of the IRS determination letter which you provided Barancik Foundation; and there is no issue presently pending before any office of the IRS that could result in any proposed changes to Grantees tax-exempt status under Sections 501(c)(3) and 509(a) of the Code.

Grantee agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances during the term of this grant. Grantee does not unlawfully discriminate in employment practices, volunteer opportunities, or the delivery of projects or services.

Copyrights and Patents

Grantee must receive written permission from Barancik Foundation prior to seeking copyrights or patents on any product/materials derived from these grant funds.

Right to Modify or Revoke

Barancik Foundation reserves the right to discontinue, modify, or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds if, in Barancik Foundation's sole discretion, such action is necessary: because Grantee has not fully complied with the terms and conditions of this grant; to protect the purpose and objectives of the grant or any other charitable activities of Barancik Foundation; or to comply with the requirements of any law or regulation applicable to Grantee, of Barancik Foundation, or this grant. If Barancik Foundation does not receive signed copies of its grant award letter and of these general grant terms within 14 days after the date of Barancik Foundation's grant award letter, this grant may be revoked.

Items purchased with grant funds shall be Grantee's property so long as it is not diverted from the purposes for which the grant was made. If within seven years of the grant either the purpose or use is changed (including any attempted sale) or Grantee ceases to exist, any tangible personal property that may have been purchased with grant funds shall revert to Barancik Foundation. Similarly, with respect to real property that may have been purchased or improved with grant funds, if within seven years of the grant either the purpose or use is changed (including any sale) or if Grantee ceases to exist, Grantee shall return to Barancik Foundation the greater of either: (i) the portion of the grant attributable to the purchase of improvement of the real property, or (ii) the percentage of the sale proceeds equal to the proportion of Barancik Foundation's funding of your total acquisition and improvement costs of the real property.

Indemnification

Grantee agrees to indemnify and hold harmless Barancik Foundation and its subsidiaries, officers, and employees from any and all claims, liabilities, damages, and suits, including all attorneys' fees and court costs that result, or may result from any projects and programs related to the grant. Nothing in this agreement is intended to waive any sovereign immunity to which Grantee may be entitled under Florida law.

General Grants Terms, Conditions and Understandings

Sarasota County School District

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The undersigned certifies that he/she is a duly elected and authorized officer/employee of the Grantee and that, as such, are authorized to accept this grant on behalf of the Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this grant, and in connection with this grant to make, execute and deliver on behalf of the Grantee all grant agreements, representations, receipts, reports and other instruments of every kind.

ACCEPTED AND AGREED:

Sarasota County School District

Signature

Date

Karen Rose, Executive Director of Middle School

ACCEPTED AND AGREED:

Gulf Coast Community Foundation, Fiscal Agent for 21st Century Learning Initiative

Signature

Date

Mark Pritchett, President | CEO