San Leandro Unified School District Grant Agreement

Grantee: San Leandro Unified School District

Total Grant Awarded: $75,000

Payment: Upon finalization of grant agreement $75,000

Grant Term: September 15, 2021 to September 14, 2022

Purpose of Grant: To support infrastructure costs for the district to build a new walk-in refrigerator which will allow the district to purchase directly from manufacturers, purchase higher quality products, and generate more scratch-cooked meals.

and as further described in your grant request dated August 2, 2021

Terms of Grant:

A. **Use of Funds:** Grant funds shall be expended only for the specific purposes described above. Stupski Foundation ("Foundation") must approve in writing any changes to these purposes. Any funds not so used must be returned to the Foundation**.** Any requests for changes in plans for use of funds must be made as the need occurs.

B. **Recordkeeping:** Grantee shall treat grant funds as restricted assets and shall maintain books to show the grant funds separately. Grantee shall keep adequate records to substantiate its expenditures of grant funds. Grantee shall make these books and records available to the Foundation at reasonable times for review and audit. Grantee shall keep copies of all relevant books and records and all reports to the Foundation for at least four years after completion of the use of the grant funds.

C. **Prohibited Uses:** No funds may be used to (1) influence the outcome of any specific election for candidates to public office, or (2) induce or encourage violations of law or public policy, or cause any private inurement or improper private benefit to occur, or take any other action inconsistent with IRC Section 501(c)(3).

D. **Funds Not Earmarked for Lobbying:** This grant is not earmarked for influencing legislation within the meaning of IRC Section 4945(e), and we and you have made no agreement, oral or written, to that effect. Any use of grant funds by you for such activities constitutes your decision, wholly independent of us.

E. **No Earmarking; Grantee Discretion and Control Over Selection of Subgrantee or Contractor.** Grantee retains full discretion and control over the selection process and shall act completely independently of Foundation with respect to the selection of any subgrantee or contractor convenient or necessary to carry out the purposes of the Grant. The Foundation has not earmarked grant funds to any particular subgrantee or contractor, and there is no agreement, written or oral, by which Foundation may cause Grantee to choose a particular subgrantee or contractor.

F. **Information and Data Sharing:** The parties understand that a material condition of this Grant Agreement is that Grantee makes the data developed in whole or in part with any Grant funds ("Data") publicly available as soon as possible at no cost, or, when justified, at a reasonable cost.

G. **Intellectual Property:** All right, title, and interest in and to all intellectual property based on, or derived from activities undertaken by Grantee, including any of its employees, contractors, sub-contractors, sub-grantees, agents and other persons or entities under its control (each an "Agent") and funded in whole or in part by this Grant ("Grant Works"), shall be owned by Grantee. Grantee agrees to make the Grant Works available to the public at no cost, or, when justified, at a reasonable cost. The Grantee agrees to take all reasonable action necessary to carry out the purpose of the Grant, including but not limited to obtaining appropriate assignments or licenses from Agents. Grantee may transfer or license the Grant Works only in compliance with this paragraph.

H. **Representation and Warranty Regarding Tax Status**: By entering into this Agreement, Grantee represents and warrants that Grantee is exempt from federal income tax under Internal Revenue Code Section 501(c)(3) and is a public charity described in Internal Revenue Code Section 509(a)(1) or 509(a)(2).

I. **Indemnification:** In the very unlikely event that a third-party makes a claim against the Foundation, our Board, staff, or other agents which arises from any of Grantee's actions or omissions relating to this grant, Grantee agrees to defend, indemnify, and hold the Foundation, our Board, staff, and other agents harmless (except to the extent the claim results from our actions or omissions).

J. **Governing Law:** This Agreement is governed by California law, excluding law that would require the application of another jurisdiction's laws.

K. **Remedies:** If the Foundation determines, in its reasonable discretion, that the

Grantee has failed to or is unable to carry out any provision of this Grant Agreement, including but not limited to making reasonable progress towards the achievement of the Grant Purpose, the Foundation may elect to withhold further Grant payments under this or any other Grant Agreement, and the Foundation may demand return of all or part of any Grant funds not properly spent or committed to third parties. Prior to terminating or curtailing the Grant, the Foundation will give the Grantee thirty (30) days' advance written notice to respond to and resolve the issues, but the determination to continue, curtail, or terminate the Grant will remain in the Foundation's discretion.

L. **No Promise of Future Funding:** Grantee acknowledges that the Foundation and its representatives have made no actual or implied promise of funding except for the amount in this Grant Agreement. The Foundation will determine any future funding in its sole discretion.

M. **Entire Agreement, Severability:** The Grant Agreement supersedes any prior oral or written understandings or communications between the parties and constitutes the entire agreement between the parties with respect to the Grant. The provisions of this Grant Agreement are severable so that if any provision is found to be invalid or illegal, that finding will not affect the validity or enforceability of the remaining provisions.

N. **Reporting**: Please provide a final report by **September 30, 2022**. See Learning and Evaluation Approach for details.

O. **Information sharing meetings and/or calls:** As part of this grant, please be prepared to participate in occasional meetings and/or calls with Foundation staff throughout the course of the grant term. The meetings may occur around each report due date. Advance notice of meetings/calls will be given.

Agreed by:

Signature for Stupski Foundation	Signature for San Leandro Unified School District
Glen Galaich, CEO Print Name	Print Name
Date	Date

If you have questions, please reach out to Daniel Oviedo, grants associate at daniel@stupski.org

Learning and Evaluation Approach

To ensure we are engaged in this work in partnership and learning together, the foundation's approach combines a mid-point verbal check-in and discussion at the end.

Mid-Point Check-in. A Foundation team member will be in touch to schedule a verbal check-in March 2022. Topics for discussion typically include the following:

1. What are we learning? Do we need to shift our work in any way as a result of what we are learning?

2. Please share progress, if any, on the following project milestones/metrics agreed to by both the grantee and the Stupski Foundation.

    - *Completion of walk-in refrigerator at high school according to project timeline*
    - *Cost savings*
    - *Quality of food purchased*

3. Is any additional assistance required to complete the project successfully? How can the Stupski Foundation be helpful?

Final Check-in. Please submit a one to two page final grant report by **September 30, 2022.** We recommend spending no more than one to two hours to answer the questions below. A Foundation team member will be in touch within two weeks of receipt of the report to schedule a discussion.

1. Update on project activities undertaken and milestones achieved for this grant. What were some significant challenges you encountered and lessons you learned?
2. Comprehensive update on the project metrics (see above) agreed to by both the grantee and the Stupski Foundation.
3. Were grant funds used as planned? What went as planned and what did not as far as project costs were concerned?

Questions regarding reporting? Please contact Daniel Oviedo, grants associate at daniel@stupski.org