

GRANT AGREEMENT

AGREEMENT between the New Jersey Children's Foundation ("NJCF" or "Grantor") and the Newark Public Schools % Malcolm X Shabazz High School ("Grantee").

WHEREAS, Grantor is a non-profit corporation organized and operated for educational and charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code ("the Code"), and desires to provide a grant to Grantee to conduct educational and charitable activities;

WHEREAS, Grantee is a non-profit corporation organized and operated under Section 501(C)(3) of the Code; and

WHEREAS, the parties hereto recognize that every effort shall be made to safeguard the integrity of Grantor's tax status under Section 501(c)(3) of the Code;

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, the parties agree as follows:

1. Grant Purpose, Amount, & Term

1.1. Amount. Grantor shall provide Grantee with a total of \$7,500 after the execution of this Agreement.

1.2. Purpose. This grant is for the exclusive purpose of supporting Grantee's charitable, scientific, or educational activities as a result of participating and being one of the winner's of the 2024 FAFSA Challenge.

1.3. Restrictions on Grant.

1.3.1. Grantee shall not engage in any activity on behalf of Grantor that jeopardizes Grantor's status as a non-profit charity qualified to receive tax-deductible contributions under section 170(c) of the Code;

1.3.2. Grantee shall not, on behalf of Grantor or with the use of the Funds provided under the Agreement, intervene in any election or support of or oppose any political party or candidate for public office within the meaning of section 501(c)(3) or section 4955(d) of the Code;

1.3.3. On behalf of Grantor or with the use of the Funds provided under the Agreement, engage in the carrying on of propaganda, or otherwise attempting to influence legislation, within the meaning of section 501(c)(3) or section 4911(d) of the Code.

1.4. Expenditure of Grant Funds. All use of the funds by Grantee shall conform to federal,

state, and local laws and regulations. The funds provided may be spent only in accordance with the provisions of this Agreement and within the approved budget and program specifications. Grantor reserves the right to exercise oversight, in whatever manner it deems suitable, with respect to Grantee's use of these funds.

1.5. Reversion of Grant Funds. Grantee will return to Grantor any unexpended Funds at the close of the grant period. Funds also shall be promptly returned if: Grantee loses its exemption from federal income tax or changes its tax-exempt status to another section or subsection of the Code; or if Grantor determines that Grantee has not performed in accordance with the terms of this Agreement.

1.6. Term. The term of this Agreement shall begin June 24, 2024, in conjunction with the signature of both parties and end when the grant funds are expended.

2. Reports to Grantor. Grant reports not required for this grant.

3. Recordkeeping. Grantee shall keep records in accordance with sound and recognized accounting practices documenting performance of this Agreement. Grantee shall make all books, ledgers, accounts, files, computer records, and personnel involved in performing functions under this Agreement available to Grantor or its designated representatives, auditors, and legal counsel to determine compliance with the terms of the contract and applicable law.

4. No Employment Relationship. Nothing in this Agreement shall create, or be deemed to create, any relationship of employer and employee or of master and servant between Grantor and any individuals employed or hired by Grantee to conduct the program. Grantee is responsible for payment of all applicable obligations to state and/or federal governmental agencies, including, but not limited to, income tax, unemployment tax, business registration fees, etc.

5. Governing Law; Captions. Any legal action with respect to this Agreement shall be instituted in a state or federal court located in the state of New Jersey. The parties hereby irrevocably consent to the jurisdiction of the state and federal courts located in New Jersey. This Agreement may not be changed orally, but only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

6. Indemnification. Grantee hereby agrees to indemnify and hold harmless Grantor, its affiliated organizations, and their directors, officers, employees, agents, and affiliates from and against any and all rights, claims, demands, causes of action, losses, liabilities, obligations, damages, and expenses (including attorneys' fees and expenses), which they may incur or be obligated to pay in any action, claim, or proceeding by any third party against them or any of them, for or by reason of (a) any breach by Grantee, or any of its employees, volunteers, contractors, representatives, or agents, of any of the representations, warranties, covenants or obligations made by Grantee in this Agreement, or (b) any acts or omissions of Grantee, its employees, volunteers, contractors, representatives, or agents (including but not limited to staff members) in connection with the use

of Grantor's funds.

7. Insurance. Grantee shall obtain and maintain during the term of this Agreement, at its own expense, insurance coverage with the limits and terms and conditions set forth in the following: (a) Comprehensive General Liability Insurance, including coverage for contractual liability, property damage, personal injury, and bodily injury with minimum limits of \$1,000,000 per occurrence, including injury or death to any person

All required insurance shall be primary and non-contributory relative to any insurance, self-insurance, or deductible insurance procured or maintained by Grantor, notwithstanding anything else to the contrary in the Grantee's policies or Grantor's policies. Grantee and its insurers expressly waive any right of contribution or subrogation from insurance held or owned by Grantor. All required insurance also shall state that it survives the termination, bankruptcy, or other ceasing of operations for whatever reason by Grantee.

Grantee shall cause its insurer(s) to endorse Grantor as an additional insured on each of Grantee's insurance policies. Upon request, Grantee shall provide to Grantor one or more certificate(s) of insurance evidencing the coverage outlined above, as well as copies of the endorsements affording Grantor additional insured status. The certificates of insurance shall provide that the policies may not be materially altered or canceled on less than fifteen (15) days' prior written notice to Grantor.

Grantee remains liable to Grantor for all required indemnification costs regardless of whether Grantee obtains insurance coverage.

8. Non-Discrimination and Equity Policy. The New Jersey Children's Foundation strives to working alongside and supporting partner organizations that reflect and promote diversity, equity and inclusion into their work, governance boards, and staff and value the role of equity in the delivery of services to communities and people who have experienced discrimination and marginalization or have been underserved.

In carrying out the terms of this agreement, the Grantee will comply with all applicable Federal and State Statutes and local laws relating to nondiscrimination. Notwithstanding the foregoing, the Grantee shall take affirmative action to ensure that employees are treated during employment and applicants are considered for employment, without regard to their race, color, religion, sex, national origin, sexual orientation, ancestry, age, physical or mental handicap unrelated to ability, marital status, or unfavorable discharge from military service.

This statement is to assess congruence between an organization's practices and NJCF's commitment to diversity, equity, and inclusion in its internal culture and external engagements.

Any organization that uses any of the categories outlined in the provision mentioned earlier in staffing or hiring decisions will not be eligible for NJCF grant opportunities. If NJCF determines,



after funding, that an organization has violated this policy or the terms of the grant agreement, the Grantee may be required to return funds.

9. Prior Agreements. This Agreement supersedes and terminates all prior agreements between the parties relating to this grant of Funds. Any prior agreements regarding different grants shall remain in full force and effect.

IN WITNESS WHEREOF, the Grantor and Grantee each has caused this Agreement to be signed by its duly authorized representative as of the day and year written below.

New Jersey Children's Foundation

Newark Public Schools % Malcolm X Shabazz High School

Barbara Martinez
(Signature of Authorized Representative)

Michelina Thornton
(Signature of Authorized Representative)

Barbara Martinez

Michelina Thornton

Executive Director

Michelina Thornton, Director of Grants

(Printed Name and Title)

(Printed Name and Title)

07/07/2024

07/02/2024

(Date Signed)

(Date Signed)