

**ALLIANCE FOR
OPEN SOCIETY
INTERNATIONAL**

George Soros
Founder

Mark Malloch-Brown
President

**Alliance for Open Society
International (AOSI)**

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November 23, 2021

Roger Schulman
President and CEO
Fund for Educational Excellence
800 North Charles Street, Suite 400
Baltimore, Maryland 21201-5322

Re: Grant Number OR2021-82958

Dear Roger Schulman:

Open Society Institute-Baltimore (“OSI-Baltimore”), a program of Alliance for Open Society International (“AOSI”), is pleased to award Fund for Educational Excellence (the “Grantee”) a project grant in the amount of 180,000.00 USD for the period from September 1, 2021 through August 31, 2022. The purpose of the grant is to enable The Re-Engagement Center to contribute to Baltimore City's COVID vaccine equity efforts, as described in the submitted proposal (the “Project”).

Upon receipt of the countersigned original of this agreement, and provided any outstanding reporting requirements resulting from this or previous OSI-Baltimore grants have been satisfied, OSI-Baltimore will pay the grant in a single installment.

The Grantee agrees to use the Grant funds solely for religious, charitable, scientific, literary or educational purposes as defined by Section 170(c)(2)(B) of the United States Internal Revenue Code of 1986, as amended (the “Code”).

The Grantee should direct communications and reports to Tracy Brown at tracy.brown@opensocietyfoundations.org. Reports may also be submitted online at <http://www.opensocietyfoundations.org/grants/manage-grants>.

Accordingly, reports shall be due on or before the dates set forth below:

Date	Report Type
September 30, 2022	Narrative Final
September 30, 2022	Financial Final

The reports should include narratives describing the project’s progress and financial statements detailing how all grant funds were expended. All financial reports should account for cumulative expenses to date.

Requests to make substantive changes to the goals and products noted in this agreement must include a rationale for the changes and be in writing. It may be necessary to include a request to revise the

budget depending on the extent of the proposed modifications. Any increases or decreases to a budget line of more than 10% must be approved by OSI-Baltimore in advance in writing.

The Grantee agrees to acknowledge OSI-Baltimore's support in the beginning of any publication (including film and electronic publications) referring to or resulting from this grant, as follows: "Supported [in part] by a grant from the Open Society Institute-Baltimore."

The Grantee also agrees that OSI-Baltimore may include information about the Grantee and its activities in its own annual reports and may distribute such information to third parties. The Grantee agrees to maintain adequate financial records consistent with generally accepted accounting practices and to retain such records for at least five years after the conclusion of the grant period. OSI-Baltimore may monitor and conduct an evaluation of Grantee's operation under this grant, which may include visits from OSI-Baltimore staff or representatives to observe the Grantee, discuss its programs with the Grantee's personnel and review financial and other records and materials connected with the activities financed by this grant. In addition, the Grantee agrees to allow OSI-Baltimore to publish, in any printed or electronic medium, information regarding this grant.

The Grantee acknowledges and confirms that the Grantee will use the grant funds only as described in the proposal and budget and in compliance with all applicable laws. In connection with this understanding, the Grantee acknowledges and confirms that it will not use the funds provided under this agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws related to combatting terrorism or money laundering; (b) involving persons identified on the List of Specially Designated Nationals (SDN) (www.treasury.gov/sdn), or entities owned or controlled by such persons; (c) in, or involving persons or entities operating, organized, or resident in, a country or territory against which the United States maintains comprehensive sanctions (currently, Cuba, Iran, Syria, North Korea, Venezuela, and the Crimea Region of Ukraine), including by providing services or support to persons resident in such countries or territories; or (d) that would otherwise violate, or cause OSI-Baltimore to violate, economic or financial sanctions, export controls, or trade embargoes imposed by the U.S. government. Should OSI-Baltimore determine, in its sole, exclusive and confidential discretion, that the Grantee has engaged in, permitted or authorized activities in violation of this section, the Grantee shall return to OSI-Baltimore in their entirety all monies paid to the Grantee hereunder.

At the conclusion of the grant period, the Grantee agrees to return to OSI-Baltimore any portion of the grant funds not expended for the purpose of this grant. Notwithstanding the foregoing, if the portion of unexpended grant funds is no more than USD\$200, then the unexpended funds may be retained by Grantee and expended for Grantee's charitable purposes; provided that the Grantee agrees that it will not use the retained unexpended funds (i) to advance any purpose other than the one specified in section 170(c)(2)(B) of the Internal Revenue Code of 1986, as amended (the "Code"); (ii) to carry on propaganda, or otherwise attempt, to influence legislation, within the meaning of Code section 4945; or (iii) to influence the outcome of any specific public election, or carry on, directly or indirectly, any voter registration drive, within the meaning of Code section 4945(d) and except as provided in Code section 4945(f).

The Grantee (i) understands and acknowledges that OSI-Baltimore may ask the Grantee to provide signed certifications to OSI-Baltimore confirming the Grantee's compliance with this representation at any point up to five years after the Grantee receives the final payment under this agreement, and (ii) agrees to provide such certifications upon request.

OSI-Baltimore may terminate this Agreement in whole or in part if the Grantee materially fails to comply with the terms and conditions of the Grant. OSI-Baltimore reserves the right to require that the Grantee return Grant Funds disbursed to the Grantee if it determines in its sole discretion that the

Grantee has failed to use the Grant Funds for the stated purpose of the Grant or if the Grantee violates conditions of this agreement.

By your countersignature below, you agree on behalf of the Grantee to the terms of this grant and that all funds shall be properly expended for charitable purposes and in compliance with the governing principles of OSI-Baltimore. You also acknowledge that this agreement is the entire agreement between the Grantee and OSI-Baltimore concerning this grant. Any modification, waiver, or amendment of this agreement must be agreed to in writing by an authorized representative of the Grantee and an authorized representative of OSI-Baltimore. Notwithstanding the foregoing sentence, if OSI-Baltimore approves a no-cost extension request of this agreement from the Grantee, OSI-Baltimore electronic notification of such approval shall serve as an amendment of this agreement. A no-cost extension extends the grant period and/or modifies the reporting or payment schedules with no additional funding. Requests for no-cost extensions and other modifications shall be submitted through the online Foundation Connect system. The Grantee acknowledges that it is not relying on any representation of OSI-Baltimore, except as set forth in this agreement, and that no representations OSI-Baltimore may have made in the past survive.

The Open Society Foundations (“OSF”) has established the position of Ombudsperson to receive complaints about abuse of authority such as rudeness, invidious favoritism or bias, dishonesty, or other misfeasance by any entity or program within OSF, including by members of Boards or staff. Any such complaint regarding this grant should be addressed to the ombudspersons at ombudsperson@opensocietyfoundations.org. For more information about the role of the ombudspersons, please see the OSF website at www.opensocietyfoundations.org.

Please sign below and return this letter to Damisela Taveras, Grants Management, at damisela.taveras@opensocietyfoundations.org.

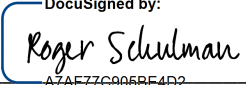
On behalf of the Open Society Institute-Baltimore, I extend my best wishes for the success of your organization.

Very truly yours,

DocuSigned by:

79044D7751654A4...
Tracy Brown
Acting Director, Open Society Institute-Baltimore

Agreed to and accepted on behalf of Fund for Educational Excellence:

Signed: 
A7AF77C906BE4D2...
Roger Schulman
President and CEO

Date: 23 November 2021

Data Protection Statement

1. How we use your personal data

In awarding this grant, Open Society Institute (“OSI”) and the Open Society Foundations (details of the offices and foundations making up the Open Society Foundations can be found at <https://www.opensocietyfoundations.org/about/offices-foundations>) have collected and recorded data about you or other people within your organization in connection with administering your or your organization’s grant proposal and awarded grant (“Your grant”). The legal basis on which we collect and process your data is that you have either provided your consent, it is necessary for us to comply with a legal obligation or to perform our responsibilities under an agreement with you, or there is a legitimate interest in us doing so. We have a legitimate interest in administering the organization, delivering our grant making and management of our programmatic work and to that extent collect and process personal data of our grantees.

We will process your personal data in the future to administer Your grant and for managing the Open Society Foundations current and future grant making activities. This includes monitoring Your grant, making relevant payments, contacting you about the progress and status of the grant and carrying out historical analysis of our grant making.

As part of administering Your grant your data may be used by our other offices and foundations, some of which are based outside of the European Economic Area (EEA). We will also pass data to staff, consultants and suppliers who are performing services on our behalf for the purposes outlined above.

We will keep your data secure and retain it for no longer than is necessary for the purposes for which it is processed. Please see the Open Society Foundations website regarding its retention periods.

2. Our privacy policy and your rights

For more information about the way in which we process personal data and your rights please see our Privacy Policy <https://www.opensocietyfoundations.org/about/policies/privacy> or contact us at dataprotection@opensocietyfoundations.org. If you are unhappy with the way in which we have handled your personal data, please contact us using the details above. If you are in the European Union (EU) you are also entitled to make a complaint to your local data protection authority.

If you are not yourself a grantee, please share this data protection statement with any individual whose personal data has been shared with OSF as part of Your grant application.

3. Email updates

The Open Society Foundations periodically send email updates to our subscribers about upcoming events and other Open Society news and announcements. If you would like to receive these updates, please sign up on our [website](#).



**FUND FOR
EDUCATIONAL
EXCELLENCE**

Realize what's possible.

January 6, 2022

Dr. Sonja Brookins Santelises
Chief Executive Officer
Baltimore City Public Schools
200 East North Ave., Room 405
Baltimore, MD 21201

RE: Baltimore City Public Schools – Department of Multiple Pathways The Re-engagement Center

Dear Dr. Santelises:

On behalf of the Fund for Educational Excellence (Fund), I am pleased to inform you that Baltimore City Public Schools' Department of Multiple Pathways has been awarded a grant of up to \$82,000 to support Teacher Stipends and APEX Academic Licenses for the Re-engagement Center as outlined below. This grant will have a start date of January 1, 2022 and an end date of August 31, 2022. These dollars are part of a recent Open Society Institute – Baltimore grant in support of the City Schools Re-engagement Center's educational and youth development efforts

This grant shall be used to support the following Re-engagement Center's program costs:

- Teacher stipends and related FICA costs
- APEX Academic Licenses

As part of this grant agreement, City Schools' Department of Multiple Pathways' Re-engagement Center shall be responsible for:

- Identifying, coordinating, and overseeing teachers working with the Re-engagement Center's educational efforts.
- Working closely with schools related to the purchase of APEX Academic Licenses.
- Ensuring that the City Schools' Office of Data Monitoring and Compliance has accurate, timely information on efforts related to this grant initiative including both stipends and license purchases.
- Assisting the Fund in the preparation of accurate and timely progress reports as outlined in the Open Society Institute-Baltimore grant award.

As part of this grant agreement, the Office of Data Monitoring and Compliance shall be responsible for coordinating and/or managing the following:

- Providing timely and accurate invoices for reimbursement to the Fund detailing the payroll stipends and related FICA payments for staff assigned to this grant and APEX licenses purchased by City Schools' Department of Multiple Pathways Re-engagement Center. Invoices should be forwarded to the Fund to the attention of Bud Cavanaugh, Finance and Human Resources.

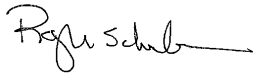
As part of this agreement, the Fund will be responsible for:

- Reimbursing City Schools on a timely basis for invoiced salary and APEX license expenses for this grant up to a total of \$82,000.
- Ensuring that these grant dollars are used solely for the purpose stated in this agreement.
- Serving as fiscal agent for the remaining Open Society Institute – Baltimore Re-engagement Center support grant dollars.

If this letter correctly details your understanding of the terms of this grant, please indicate your organization's agreement to such terms by having the enclosed copy of this letter countersigned by an appropriate officer and returned to me no later than January 15, 2022.

The Fund looks forward to supporting City Schools in this Department of Multiple Pathways Re-engagement Center initiative.

Sincerely,



Roger Schulman
President and CEO

cc: Roger Shaw, Director, Department of Multiple Pathways
Renata Tanks, Re-Engagement Center
Kimberly Hoffman, Director, Data Monitoring and Compliance
Clara Rouse, City Schools

Agreed and Accepted:

Signed: _____

For: Baltimore City Public Schools

Date: _____



FUND FOR
EDUCATIONAL
EXCELLENCE

Realize what's possible.

October 18, 2022

Dr. Sonja Brookins Santelises
Chief Executive Officer
Baltimore City Public Schools
200 East North Ave., Room 405
Baltimore, MD 21201

RE: Extension for City Schools Internal Grant 6534.22.17: Baltimore City Public Schools – Department of Multiple Pathways The Re-engagement Center

Dear Dr. Santelises:

This letter will serve to amend the grant dated January 6, 2022 for \$82,000 for the Baltimore City Public Schools' Department of Multiple Pathways, City Schools Internal Grant Number #6534.22.17, to support Teacher Stipends and APEX Academic Licenses for the Re-engagement Center.

Revisions to this grant include:

- The Grant Period will be revised from an ending date of August 31, 2022 to a new ending date of June 30, 2023.

All other provisions of the original subgrant remain in effect.

Please let us know if you have any questions, or need additional information, about the terms of this grant revision.

Sincerely,

Roger Schulman
President and CEO

cc: Roger Shaw, Director, Department of Multiple Pathways
Renata Tanks, Re-Engagement Center
Kimberly Hoffman, Director, Data Monitoring and Compliance