



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
DEPARTMENT OF GENERAL COUNSEL TO THE SCHOOL BOARD

Contract Review as to Form and Legal Sufficiency Checklist

Board Item
Board Meeting Date

PBSD Contract Form: Yes No Name of Contract: The Wallace Foundation Grant Agreement Terms

Contract Action: New Renewal Amendment/Modification/Change Order

School/Department Requesting Review as to Form and Legal Sufficiency: Transformation

Does the Request for Legal Review indicate that the Chief, Assistant Superintendent, Director or Principal reviewed and approved the content of the Contract? Yes No

Contract Terms	Comments/Specific Provisions In Contract
Term (Length of Contract)	9/1/2017 - 8/31/2018
Termination	Please see Page 3, Section 4.
Insurance	None
Indemnification	None
Liability	None
Confidentiality	None
Warranties	Please see Page 1, Section 2.
Labor Issues	None
Disclaimers	None
Background Screening	None
Inspector General	None
Non-Discrimination <input type="checkbox"/> Policy 6.144 <input checked="" type="checkbox"/> Other	None
Public Records <input type="checkbox"/> §119.0701, FS <input type="checkbox"/> Other	None
Governing Law <input type="checkbox"/> Florida <input checked="" type="checkbox"/> Other	None (Agreement is silent.)
Venue <input type="checkbox"/> Palm Beach <input checked="" type="checkbox"/> Other	None (Agreement is silent.)
Business Principles	Comments
Fees: Total Value	(\$1,565,305) Please see page top of page.
Fees: Per Fiscal Year	N/A
Payment Terms	Please see Appendix A, Page 4, Section E.
Other Issues	Comments
Beneficial Interest Affidavit	N/A
Non-Negotiable, Misc.	Silent as to Governing Law and Venue

Notes/Special Considerations
Not specifying governing law and venue could lead to additional legal costs in the event of a contractual dispute. A court would have to determine which state's law would apply and the appropriate venue. If another state's law is applied and/or a lawsuit is initiated in a state outside of Florida, the cost of defending the School Board will increase if private attorneys must be retained in another state. Also, if another state's law applies, a Court may find waiver of sovereign immunity.

Reviewed and approved as to form and legal sufficiency: Yes No

Consistent with applicable laws: Yes No

Consistent with applicable policies including, but not limited to, Procurement policies: Yes No

Kimberly Hall

Kimberly Hall

Digitally signed by Kimberly Hall
DN: cn=Kimberly Hall, o=School District of Palm Beach County, ou=Office of
General Counsel, email=kgreer@palmbeachschools.org, c=US
Date: 2015.08.31 10:28:52 -0400

Print Name of Attorney

Signature of Attorney

Date



5 Penn Plaza, 7th
New York, NY 10001
212 251 9700 Telephone
212 679 6950 Facsimile
www.wallacefoundation.org

August 24, 2017

Ms. Nancy Reese
Assistant Director, Extended Learning
School District of Palm Beach County
3300 Forest Hill Blvd., A-323
West Palm Beach, FL 33406

Dear Ms. Reese:

I am pleased to advise you that The Wallace Foundation ("Wallace") has approved a \$1,565,305 grant (the "Grant") to School Board of Palm Beach County for the use of the School District of Palm Beach County.

Purpose of the Grant: To participate in Wallace's Partnerships for Social and Emotional Learning Initiative

Term: September 1, 2017 – August 31, 2018

Grant ID#: 20170278

Our approach is to work collaboratively with others both to create benefits for the people these organizations serve directly and to develop new knowledge and insights to catalyze broad impact. We seek to establish and maintain strong, effective partnerships with grantees. I look forward to working in partnership with you and ask that you please feel free to contact me at any time at:

Phone Number: (212) 251-9721
Email: cdemegret@wallacefoundation.org

The enclosed Grant Agreement for your review and signature includes:

- General Terms and Conditions of the Grant;
- Appendix A (Scope of Work): Specific information about the amount and timing of payments, and requirements for deliverables and reports; and
- Appendix B: The agreed-upon budget.

Please review the Grant Agreement and Appendices, have an authorized individual sign where indicated, retain one copy for your records and return an executed copy to Mark Diekmann, Grants Associate.

Sincerely,

Handwritten signature of Claudia DeMegret in cursive.

Claudia DeMegret
Program Officer, Learning and Enrichment

Grant #20170278

**THE WALLACE FOUNDATION
GENERAL TERMS AND CONDITIONS OF THE GRANT**

Grantee: School Board of Palm Beach County for the use of the School District of Palm Beach County
Grant Amount: \$1,565,305
Purpose of the Grant: To participate in Wallace's Partnerships for Social and Emotional Learning Initiative
Term: September 1, 2017 – August 31, 2018
Grant ID#: 20170278

1. Use and Management of Grant Funds

- (a) The scope of work and budget for the Grant are attached as Appendices A and B. The Grant is to be used as agreed-upon and represented in this Grant Agreement ("Agreement") including appendices, and may not be used in any other way or for any other purpose without Wallace's prior written approval. The Grant will support the work described in Appendix A ("Project").
- (b) In all cases it is expected that Grant funds will be used exclusively to further your public or charitable purposes consistent with your tax-exempt status.
- (c) The Grant funds are to be invested in U.S. Treasury Bills or an FDIC-insured certificate of deposit, checking or savings account or a money market mutual fund that is registered under the Investment Company Act of 1940 (Section 270.2a-7) until such time as the funds are expended to meet the purposes of the Grant, unless otherwise mutually agreed to in writing by you and Wallace. Any income earned by the Grant funds prior to expenditure may be used only for the projects and activities covered by this Agreement. You agree to include and specifically identify in your financial reports to Wallace any income earned by the Grant funds.
- (d) You agree to track all expenditures of Grant funds against the approved budget found in Appendix B.
- (e) Funds may be used to engage subcontractors and/or consultants, but subcontract agreements and budgets in excess of Fifty Thousand Dollars (\$50,000) must be reviewed by Wallace prior to signing the subcontracts.
- (f) You agree to maintain a record of all expenditures of Grant funds for a period extending at least three (3) years following the expenditure by you of all Grant funds received from Wallace and to permit Wallace or its representatives reasonable access during regular business hours to such financial records for the purpose of making such financial audits, verifications or other evaluations as Wallace deems necessary or appropriate, including the right to make copies of such information.

2. Representations and Warranties

(a) Organization status

- (i) You represent that your official name is "School Board of Palm Beach County"; that you are recognized by the Internal Revenue Service ("IRS") as a tax exempt organization because you are a governmental entity; that you are not a private foundation or a supporting organization; that such tax status remains in effect; and there is no issue presently pending by the IRS that could result in any change in your tax status. Your acceptance of any advances under this Agreement shall be deemed to constitute a reaffirmation of each and every representation by you in this Agreement.
- (ii) You represent that the execution and delivery of this Agreement and the performance of your obligations hereunder will not violate the terms of your certificate of authority, or government charter or status, and that this agreement constitutes a valid, legal and binding obligation by you, enforceable in accordance with its terms.

(b) Compliance with anti-lobbying regulations

Because the Internal Revenue Code ("Code") places certain restrictions on the use of grants made by private foundations such as Wallace, you agree that no portion of this Grant may be used for lobbying or to attempt to influence legislation (within the meaning of section 4945 (d)(1) of the Code) or the outcome of any specific public election, or for voter registration within the meaning of section 4945(d)(2) of the Code.

(c) Compliance with anti-terrorism regulations

You agree to abide by United States laws, statutes and regulations prohibiting the financing of terrorism and restricting U.S. persons from dealing with any individuals, entities or groups subject to sanctions by the U.S. Treasury Department's Office of Foreign Assets Control. You will not promote, support or engage in violence, terrorism, or the destruction of any State, nor will you make subgrants or other payments to any entity that engages in such activities.

3. Withholding Payment and Termination or Expiration of Grant

Wallace reserves the right to withhold payment or terminate this Agreement under any of the following circumstances:

- (a) You or your local partnering organization fail to comply with the terms and conditions of this Agreement, including submitting timely deliverables and reports as described in Appendix A.
- (b) Any representations or warranties by you shall be or become untrue, and such failure or misrepresentation has not been corrected within thirty (30) days of receiving written notice from Wallace describing such failure. In such event Wallace shall provide a written notice of cancellation specifying a date of cancellation of not less than thirty (30) days from the date of such cancellation notice.

- (c) Significant changes in the organization's leadership or key project staff occur that Wallace believes, in its sole judgment, may threaten the implementation of the Program.
- (d) You become unable for any reason to carry out the purpose of the Grant.

In the event of termination of this Agreement, or upon expiration of the Grant, your previously approved expenditures and obligations incurred in good faith prior to the effective date of termination or expiration date, as the case may be, shall be considered authorized expenses under this Agreement. All other Grant funds must be returned to Wallace within ten (10) business days of the effective date of termination or expiration, as the case may be, unless Wallace agrees, in writing, that the Grant funds may be used to support other work.

Notwithstanding any termination of this Agreement you shall remain obligated to comply with the remaining provisions of the Agreement.

4. Publications and Materials

If during the term of the Grant you create publications or other public materials related to the scope of this Grant, including but not limited to reports, webinars, articles produced for newsletters, media articles, email blasts or other in-house periodicals (hereinafter collectively referred to as "Products"), you shall retain the copyright to all such Products. You shall send Wallace an electronic version, in Word and PDF format, of all such Products. However, you hereby grant, transfer and assign to Wallace a non-exclusive, royalty-free license to use, reproduce, excerpt, summarize, copy and distribute for non-commercial purposes any and all such Products for the full term of copyright, in all countries, in all languages and in all media now known or hereafter developed. You shall send Wallace an electronic version, in Word and PDF format, of all such Products.

5. Reports

To provide an opportunity to reflect on the funded Project, its accomplishments, challenges, progress and lessons learned, Wallace requires narrative and financial reports on the outcome of the work supported by this Grant. Wallace is interested in your critical analysis of the progress made compared to your original goals (a plan vs. performance analysis), your reflections about what worked and what did not and why, and your observations about future directions your organization might take as a result of your funded work. Reporting requirements are included in Appendix A.

6. Participation in Studies and Evaluations

Wallace is supporting this effort by commissioning an independent third-party evaluation, in furtherance of our goal to test important ideas and practices and share the findings broadly with grantee organizations and with the field. This evaluation may be supplemented by additional studies or other efforts to elicit lessons and observations from grant-funded activities. Such studies and evaluations result in public reports that are widely disseminated, as well as in non-public reports for the grantees' and Wallace's use for continuous improvement. By entering into this partnership you agree to cooperate fully with such evaluations and studies, including but not limited to the timely provision

of student and adult-level data and the facilitation of researchers' access to sites, personnel, and documents. You also agree to participate in Wallace-designated assessments of students' social and emotional skills and related survey responses in the designated pilot and comparisons schools, and to provide the resulting data to Wallace's designated research team; these assessments will be administered in the fall of 2017, and in the spring of 2018, 2019, 2020, and 2021. You are authorized to use Wallace Grant funds to defray reasonable and necessary expenses incurred in connection with the administration of these assessments. To support these activities, you agree to ensure that all relevant data sharing agreements between you and the researchers that Wallace designates are processed and signed on a timely basis, with appropriate protections for human subjects and consistent with district policies and procedures.

Wallace will ensure you have an opportunity to review draft versions of the public reports to identify any factual mistakes or other errors before any of the evaluation reports are made public.

If you have commissioned an evaluation of your district's or Out-of-School Time Intermediary's SEL effort in elementary schools, or do so during the term of this grant, documentation of the evaluation design, including the names of the principal investigators, will be provided to Wallace. In addition, during the course of the evaluation, the commissioning organization agrees to provide Wallace an opportunity to review periodic progress reports, including information on ongoing implementation issues and/or proposed changes in the evaluation's design, as well as advance copies of all evaluation reports and publications.

7. Participation in Grantee Meetings and Learning Communities

- (a) You understand and acknowledge that Wallace asks all its grantees to: attend periodic meetings with other grantees and experts to facilitate the exchange of ideas; share experiences and documentation that contribute to Wallace's understanding of your work; advise about issues that may be relevant to the field in which you are working; and provide data and information that may be useful to Wallace's creation of certain knowledge products. In furtherance of these efforts, you agree to attend such meetings and provide such information as Wallace may reasonably request. You are authorized to use Wallace Grant funds to defray reasonable and necessary expenses incurred in connection with the activities described in this paragraph.
- (b) You agree to give Wallace advance written notice of all major meetings to be held in connection with the work related to the Grant, and to work with Wallace to schedule such meetings so its staff can attend.

8. Public Announcements and Acknowledgement

- (a) Wallace reserves the right to announce the Grant publicly in a manner and at a time of its choosing. You may make your own announcement, subject to Wallace's right to approve the release and time before it is issued.

- (b) Acknowledgment of the Grant should include: a general acknowledgment of "The Wallace Foundation" among your list of annual funders on your website and all appropriate print and electronic programs, publications, and public announcements for the Grant period; and specific acknowledgment of Wallace's support of the Grant activities on all related electronic and printed materials including but not limited to your website, e-announcements and e-newsletters, books, posters, brochures, press releases, and in public announcements (both in person and online) referring to the Grant activities. Prominence of acknowledgment should be commensurate with the level of Wallace's support relative to other funding sources.
- (c) Wallace typically includes a link on www.wallacefoundation.org to the grantee's website. Wallace's website contains hundreds of free resources and you may want to consider a link from your site to Wallace's Knowledge Center.
- (d) Neither party shall use the logo of the other without the prior written permission of the other.

9. Miscellaneous

- (a) This Agreement may not be modified except by written agreement executed by both parties. A waiver of any breach shall not be construed as a waiver of any subsequent breach.
- (b) No third party beneficiary rights are created by virtue of this Agreement.
- (c) This Agreement sets forth the entire agreement between the parties and supersedes all prior written or oral representations or understandings between the parties, all of which are merged herein.
- (d) Notwithstanding any provision of law or regulations to the contrary, you expressly agree that Wallace and its successors and assigns shall have the right and judicial standing to enforce any and all provisions of this Agreement, irrespective and separate and apart from, any rights which the Attorney General of the State of New York or the State of Florida may possess under law.

Signatures

Each signatory below represents and warrants that he or she has been duly authorized and has legal capacity to execute and deliver this Agreement, making it binding on his or her organization.

For The Wallace Foundation

Will Miller 8 23 17
Will Miller Date
President

ACCEPTED AND AGREED:
School Board of Palm Beach County

By: _____ Date _____
Signature

Name: Chuck Shaw

Title: Chairman, School Board

**Reviewed and Approved
as to Legal Sufficiency***
*Under Florida law
K. H. Ball 8/31/17

APPENDIX A

Grantee: School Board of Palm Beach County for the use of the School District of Palm Beach County
Grant Amount: \$1,565,305
Term: September 1, 2017 – August 31, 2018
Grant ID#: 20170278

Wallace's mission is to foster improvements in learning and enrichment for disadvantaged children and the vitality of the arts for everyone. We seek to catalyze broad impact by supporting the development, testing and sharing of new solutions and effective practices.

Our approach is to work collaboratively with others to create benefits for the people these organizations serve and to develop new knowledge and insights to catalyze broad impact. We seek to establish and maintain strong, effective partnerships with grantees. We have learned from our grantees that our approach means your experience working with Wallace may be similar to your experience with other foundations in some respects, and different in others. Here is what you can expect in working with Wallace:

- The key to successful partnerships is a mutual commitment to open, candid, ongoing and respectful communications. We commit to be clear and timely in communicating our goals, strategies and expectations. In turn, we ask that you share with us what's working well, if something isn't working as expected, and what you are learning. We take seriously our own accountability as a foundation to use philanthropic resources wisely, which means regularly assessing whether the work we are funding is creating hoped-for results and benefits.
- To support our goal to test ideas and practices that we can learn from and share broadly with the field, many grants require studies, evaluations or other efforts to elicit lessons and observations from grant-funded activities. These studies and evaluations result in public reports that are widely disseminated. As partners in knowledge development, you agree to cooperate fully with Wallace and its designees, including cooperating with data collection activities.
- To support shared learning, we ask grantees to participate in learning communities with other grantees and experts to discuss experiences and challenges in the work, exchange ideas, share expertise, and advise members of the community on issues that are relevant to your work. In turn, we commit to organize these convenings so that you will find them a valuable use of your time.

A. Initiative strategy and purpose

Wallace's Partnerships for Social and Emotional Learning Initiative (PSEL) strategy is to foster children's social and emotional learning (SEL)—e.g. emotion management and social skills—through partnerships between school districts and out-of-school time intermediaries (OSTIs) that enable leadership and staff in schools and OST programs to effectively align and improve their teaching and development of these skills. Using a continuous improvement approach, the

partnerships will seek to align policies and practices in school and OST settings to create an overall environment—from classrooms and OST programs to hallways and playgrounds—that supports students’ social and emotional development. As in all of its efforts, Wallace seeks to benefit both those it funds directly and the field as a whole by generating credible, useful knowledge. Toward that end, independent, credible research has been commissioned to develop practical knowledge about how these efforts can be carried out, the role of adult skills development, and the benefits to children. These insights will be broadly shared.

B. Activities and Timeline

This grant will support the implementation of SEL strategies described in the joint SEL Strategic Plan the School District of Palm Beach County and Prime Time Palm Beach County submitted on August 4, 2017, which is incorporated herein by reference. In the event of a conflict between the Grant agreement (including this Appendix) and your SEL Strategic Plan, the terms of the Grant agreement shall control. Both the district and OSTI are expected to work in partnership to implement the Plan, at the system and school/site levels. Wallace will provide program, research and communications technical assistance as well as serve as a thought partner to strengthen your capacity to implement your strategies. In addition, Wallace will host a convening in Spring 2018 and potentially webinars and group conference calls to facilitate learning and exchange between the PSELJ communities. Together with Wallace and our designated partners, Year I of Phase II will consist of the following activities:

➤ Participate in phone calls and meetings with Wallace program officers (and communication and research and evaluation officers as appropriate) and the designated Lead District and OSTI Staff.	Throughout the Grant term
➤ Maintain a core team and working group structure for PSELJ’s implementation.	Throughout the Grant term
➤ Secure active support from major local stakeholders (mayor or other highest local authority, school board, local funders, others).	Throughout the Grant term
➤ Maintain OST programs at pilot and comparison schools for a portion of the students; you should notify your program officer of anticipated threats to existing OST program funding.	Throughout the Grant term
➤ Designate a city team to attend a one-day meeting with Wallace in New York City with your Superintendent and OSTI CEO available via phone for one hour of the day.	September – November 2017
➤ Designate District Lead and OSTI Lead for Communications contacts to work with Wallace and Communications TA provider (TBD) to identify key stakeholders/audiences, create/tailor messaging and develop SEL Communications plan. Wallace will cover the cost of this centralized communications resource during Year I.	Throughout the Grant term
➤ Approve research activity request submitted by RAND, Wallace’s designated research partner.	August – September 2017
➤ Maintain existing practices at comparison sites by working with Wallace to avoid substantial expansion of SEL work at these sites during the first implementation phase.	September 2017 – June 2018

➤ Prepare and execute MOUs with pilot and comparison site principals that clearly outline responsibilities and expectations. Wallace will provide supporting language and templates that can be adapted.	October 2017
➤ The district will coordinate with Wallace's designated research and SELweb administration team to prepare for student testing in Fall 2017 and Spring 2018.	July – December 2017 February – May 2018
➤ The district will administer SELweb assessment and related survey items twice to all eligible students in the designated pilot and comparison schools.	October – December 2017 March – May 2018
➤ Support RAND's surveys, interviews and observations of district and OSTI staff, and pilot and comparison school and OST staff and their activities.	September – December 2017 March – May 2018
➤ Respond to request for student SELweb and other administrative data from Wallace's designated research team within one week of receiving it.	October – December 2017 April – June 2018
➤ Designate a city team to attend a 2.5 day professional learning community meeting with Wallace and its partners at a location to be determined (information and guidelines will be provided by your program officer). Your superintendent and the head of your OSTI will be expected to attend the first full day of the professional learning community. Your in-person team should include key District and OSTI communications contacts.	April – May 2018

C. SEL Assessment Data Use

As part of a variety of indicators, Wallace is funding the assessment of students' social and emotional skills in Fall 2017 and again in Spring 2018. These data will be the property of the School District of Palm Beach County. RAND will request these data from you, then analyze and report back the results to you as part of the formative feedback RAND will prepare for your city. These data will also be used to produce outcomes evidence linking your PSELI work with improvements in children's social and emotional skills, and to learn how SEL skills are related to other important measures of student success. A data sharing agreement in compliance with the requirements of the Family Educational Rights and Privacy Act (FERPA) will outline the data to be shared and the responsibilities of the parties in using the data.

Wallace is supporting the gathering of these SEL assessment data to be used by grantees to strengthen systems and site level activities benefiting children. Therefore, Wallace recommends that SEL assessment data be reported for both the pilot and comparison schools at the system-level and school-level; for pilot schools, there will also be reports for each grade level. RAND will work on possible additional data exhibits for students participating in OST, and possible classroom-level exhibits for the pilot schools, pending the resolution of challenges related to student grouping and placement.

Wallace does not intend for these data to be used for screening students to identify individual needs for intervention, as this is not the objective of the initiative. Further, Wallace does not intend for these data to be used for accountability, such as evaluating teachers or principals, ranking schools, or school report cards. While the Wallace-funded assessments have been validated to inform continuous improvement efforts, their properties for accountability purposes are not yet known. Wallace recognizes that the accuracy of these assessments could be undermined should incentives for gaming them increase, which may be the case when used for accountability purposes.

D. Changes to the Grant

You must make a request, in writing, to your Wallace staff contact prior to making any changes to the Grant, including but not limited to:

- Reallocation of spending between budget line items of \$5,000 or more of the line item and/or cumulating to an amount of \$50,000 or more drawn from multiple line items of the budget most recently approved by Wallace
- Change in the scope of work or strategy
- To add, delete or change a deliverable, or to change its timing
- To substantially change the level of involvement of a staff member or members considered key to the project

If the approved budget includes indirect costs, such costs will be identified in a separate budget line, and generally may not exceed 20% of direct costs for not-for-profit organizations and 15% for government entities. Indirect costs are shared costs that are not directly attributable to the project itself, such as rent, utilities, allocated charges for administrative departments (e.g., Accounting, HR, and Development), information technology, telephone and supplies. The indirect rate should be applied to actual expenditures for each grant payment period.

If you expect to have unexpended funds at the end of the grant term, you should discuss this at least three months prior to the term end with your Wallace staff contact. A request to use the unexpended funds should identify the amount of remaining funds and a proposed plan for spending down.

E. Reports and Financial Analysis *(templates and guidelines for each deliverable will be provided by your program officer)*

- Site Level SEL Action Plan (school/site), due on or before January 31, 2018
- SEL Action Plan, Technical Assistance Plan and projected budget for Year Two, due on or before April 20, 2018
- Annual report (including your critical analysis of the progress made compared to your goals, reflections about what worked and what did not and why, and observations about your future direction) and financial expenditure report due on or before September 28, 2018

F. Payment Schedule

Within thirty (30) days of Wallace's receipt of this grant agreement signed by you, Wallace will send you an electronic ACH transfer in the amount of \$968,000. A subsequent payment of \$597,305 will be made on or before February 23, 2018. The subsequent payment is subject to

the conditions precedent that you have continued to comply with the terms and conditions of the Agreement, submitted timely reports as required by this Agreement and that the leadership and management of the Grant continue to meet with the approval of Wallace in its sole and absolute discretion.

**Appendix A: Scope of Work
For The Wallace Foundation**

Claudia DeMegret
Claudia DeMegret, Program Officer

8 23 17
Date

ACCEPTED AND AGREED:
School Board of Palm Beach County

By: _____
Signature

Date

Name: Chuck Shaw

Title: Chairman, School Board