

140 Broadway, 49th floor New York, NY 10005 212.251.9700 Telephone www.wallacefoundation.org

As of August 31, 2019

Ms. Kiwana Howell
Director, Extended Learning
School District of Palm Beach County
Gold Coast Community School P-8
4260 Westgate Ave.
West Palm Beach, FL 33409

Dear Ms. Howell:

This letter, when signed by School Board of Palm Beach County, for the use of the School District of Palm Beach County (together "you" or "your"), shall constitute an amendment ("Amendment") of the agreement governing grant # 20180082 between you and The Wallace Foundation ("Wallace") executed September 20, 2018, as amended as of February 1, 2019 (the "Agreement"), as follows:

- The Agreement is hereby amended to increase the Grant amount by One Million
 Four Hundred Twenty-Two Thousand Six Hundred Twenty-Eight Dollars
 (\$1,422,628). These additional funds are to be used to extend your participation
 in Wallace's Partnerships for Social and Emotional Learning Initiative for an
 additional year and will be paid to you as specified in Section F. Payment
 Schedule in Appendix A1 attached hereto.
- 2. The following attached documents are henceforth incorporated as part of the Agreement: Appendix A1 (scope of work for Year 3) and Appendix B1 (budget for Year 3).
- 3. The end date of the Grant is hereby extended by one year, to August 31, 2020.

Except as expressly amended herein, all of the terms and conditions of the Agreement shall remain in full force and effect.

If this letter accurately reflects your understanding, please have an individual duly authorized with the legal capacity to execute and deliver this Amendment, making it

binding on the School Board of Palm Beach County and the School District of Palm Beach County, sign in the space provided below and email a signed original to Mark Diekmann, Grants Associate, at mdiekmann@wallacefoundation.org.

Sincerely, THE WALLACE FOUNDATION

Will Miller, President

Martin Companies () Sec.

ACCEPTED AND AGREED: School Board of Palm Beach County

Sign	nature	Date
Name: _	Frank A. Barbieri, Jr. Esq.	
Title:	Board Chair	
Name .	gnature Donald E. Fennoy, II, Ed.D., Superin	Date tendent
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APPENDIX A1

Grantee: School Board of Palm Beach County,

for the use of the School District of Palm Beach County

Year 3 Grant Amount: \$1,422,628

Term: September 1, 2018 through August 31, 2020

(Scope period: September 1, 2019 through August 31, 2020)

Grant ID#: 20180082

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, including this Grant, 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 research partners, including cooperating with data collection activities.
- To support shared learning, we may 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
 may be 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 (PSELI) 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 our 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. Goals, Activities, Deliverables and Timeline

This Grant will support the implementation of SEL strategies described in the joint plan submitted by Prime Time Palm Beach County and the School District of Palm Beach County on April 5, 2019, which is incorporated herein by reference. In the event of a conflict between the Grant agreement (including this Appendix) and your joint plan (the 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 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 convenings and potentially webinars and group conference calls to facilitate learning and exchange between the PSELI communities throughout the Grant term. Together with Wallace and our designated partners, Year Three will consist of the following activities:

	Activities/Deliverables	Year Three	
A	Participate in phone calls and meetings with Wallace program officers (and communications and research officers as appropriate) and the designated Lead District and OSTI Staff, at least once a month.	Throughout the Grant term	
A	Maintain a core team and working group structure for PSELI's implementation at the system and site levels.	Throughout the Grant term	
A	Secure active support from major local stakeholders (e.g. mayor or other highest local authority, school board, local funders, others).	Throughout the Grant term	
A	Ensure that Phase I sites implement aligned high quality SEL practices during school and OST to foster a culture and climate that enable SEL skill development for adults and children, as articulated in the Plan. For example, Phase I schools may implement a package of strategies and supports to seed and build SEL that include explicit SEL/climate and culture, curricula, and academic integration that align with OST implementation of similarly high quality SEL practices. OSTI and District support for Phase I sites may include conducting professional development, coaching and hosting local learning community meetings, for example.	Throughout the Grant term	
A	Implement More and Better OST programming in Phase I sites to increase quality, attendance, enrollment, and/or dosage based on the plan submitted by the SDPBC and Prime Time of Palm Beach County that has been approved by Wallace.	Throughout the Grant term	

>	Increase or maintain OST programs at Phase I to serve approximately 20% or more of the students. Maintain OST programs in Phase II sites. You should notify your program officer of anticipated threats to existing OST program funding.	Throughout the Grant term
A	Designate District Lead and OSTI Lead for communications contacts to work with Wallace and communications technical assistance provider to identify key stakeholders/audiences, create/tailor messaging and develop an internal and/or external SEL communications plan. Wallace will cover the cost of this centralized communications resource.	Throughout the Grant term
A	Approve research activity request submitted by RAND and other Wallace-designated research partners.	August – September 2019
A	Maintain existing practices at Phase II sites by working with Wallace to avoid substantial expansion of SEL implementation at these sites.	Throughout the Grant term
A	The district will coordinate with Wallace's designated research and SELweb administration team to prepare for student assessment in Spring 2020.	February – May 2020
>	The district will administer SELweb assessment and related survey items to all eligible students in the designated Phase I and Phase II sites.	February – May 2020
>	Support RAND's surveys, interviews and observations of district and OSTI staff, and Phase I and Phase II sites and their activities.	February – May 2020
A	Respond to requests for student SELweb and other administrative data from Wallace's designated research team within one week of receiving it.	March – June 2020
>	Designate community teams to attend learning community meetings with Wallace and its partners at locations (or virtual meetings) to be determined. Ensure people in the appropriate and/or requested community roles attend. Your superintendent and the head of your OSTI may be required to participate. Information and guidelines will be provided by your program officer.	Throughout the Grant term

C. SEL Assessment Data Use

As part of a variety of indicators, Wallace is funding the assessment of students' social and emotional skills with Phase I and Phase II sites in Spring 2020. These data will be the property of the School District of Palm Beach County. RAND will request these data from the School District of Palm Beach County, then analyze and report back the results to the School District of Palm Beach County as part of the formative feedback RAND will prepare for your community. Any student data used shall be confidential, and Wallace shall comply with all provisions of 20 U.S.C. § 1232g et seq., 34 C.F.R. § 99 et seq., 603 C.M.R. 23.00 et seq., Student Record regulations. These data will also be used to produce outcomes evidence linking your PSELI work with changes 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) and other

legal requirements will outline the data to be shared and the responsibilities of the parties in gathering and 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 Phase I and Phase II sites at the system-level and school-level; for Phase I sites, there will also be reports for each grade level. RAND will work on possible additional data exhibits for aggregated students participating in OST, and possible classroom-level exhibits for the Phase I schools, depending on whether challenges related to student grouping and placement are resolved.

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. 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 ten percent or more between budget categories 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 Year Three, 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)
 - Year Three progress report, including any revisions to your plan and updates to your budget, due on or before November 29, 2019
 - Mid-year grant expenditure report due on or before January 31, 2020
 - Year Four SEL Plan and Budget, due on or before April 3, 2020

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 final financial expenditure report due on or before
September 30, 2020

F. Payment Schedule

Within thirty (30) days of Wallace's receipt of this Grant amendment signed by you, Wallace will send you an electronic ACH transfer in the amount of \$711,314. A subsequent payment of \$711,314 will be made to you upon Wallace's approval of your mid-year grant expenditure report due on or before January 31, 2020. Subsequent payments are subject to the terms and conditions of the Agreement.

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Appendix A1: Scope of Work For The Wallace Foundation		
Claudia DeMegret, Sedior Program Officer	_ <u> 2 3 9</u> Date	
ACCEPTED AND AGREED: School Board of Palm Beach County		
	00	
By: Signature	- ST 1116	
	Date	
Name: Frank A. Barbieri, Jr., Esq		
Title: Board Chair		
PRO		
By:		
Signature	Date	
Name: Donald E. Fennoy, II, Ed.D.	Date	
Title: Superintendent		
Reviewed approved asto legal sufficiency: there V872020		
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1 10000		

The Wallace Foundation

Partnerships for Social and Emotional Learning Initiative

Project/Community Name: Grantee Names:	PSELI Palm Beach County				
Grant ID # (s):	Prime Time Palm Beach County, Inc.	The School District of Palm Beach County			
Date Budget Prepared:	#20180081	#20180082			
	4/5/2019 revis	ed \$.22.2019			

The state of the s			3/2019 revises 5.22	5012		1					
	Se	Year 2 Budget ptember 2018 - August	2019	Year 2 Projection September 2018 - August 2019			Year 3 Builget September 2019 - August 2020				
PROJECT FUNDING SOURCES Cerryaver Grant Amount More & Better Total Funding Sources	Beach County, Inc. 0 906,815	Pairs Beach County 527,085 1,570,471 31,032	Total Community 527,085 2,477,286 31,032	906,815 69,000	527,085 1,570,471		Total Community 527,085 2,477,286 100,032	721,033	The School District of Paim Beack County 449,624 1,278,957	Fotal Coramunity 516,843 2,000,000	Notes
	906,815	2,128,588	3,035,403	975,815	2,128,588				149,661	150,561	
****							3,104,403	795,251	1,872,252	2.667,403	
		Year 2 Budget			Year 2 P	ojection			Year 3 Budget		
PROJECT COSTS A. PERSONNEL (Worksheet 2) Staff Fringe Benefits	Prime Time Palm Beach County, Inc. 254,648		Total Community	Prime Time Pains Beach County, Inc. 264,693	The School district of Paim Beach county Actual 9/1/18 thru 8/31/19			Prime Time Pains Beach County, Inc.	The School District of Pakin Beach County	Total Community	Notes
	80,727	74,057	154,784	85,353	461,970 120,736	(191,194)		258,448	599,364	857,812	
SUBTOTAL PERSONNEL DIRECT PROJECT COSTS	335,375	344,833	580,208	350,047	582,706	(46,578)	1.00,000	81,577	164,226	245.802	
Travel, Conferences, Meetings (Worksheet 3)					362,706	(237,872)	932,752	340,025	763,589	1,103,614	
Communications (Worksheet 4) Other (Worksheet 5) SUBTOTAL DIRECT PROJECT COSTS	127,085 10,000 316,125 453,160	155,315 35,000 1,315,798 1,506,113	282,350 45,000 1,631,923 1,959,273	70,877 8,907 300,258	122,327 11,844 721,123	32,988 23,156 594,674	193,204 20,751 1,021,376	83,660 11,800 249,951	54,890 5,500	148,550 17,800	
INDIRECT COSTS		-1440/410	1,359,213	380,037	855,294	650,819	1,235,381	345,411	569,143 739,538	919,094	
Enter Indirect Cost Rates in yellow cells to right	15%	15%	1500						739,333	1,084,944	
SUBTOTAL INDIRECT COSTS	118,280	277,642	15%	15%	15%	15%	15%	15%	15%		
otal Project Costs	906.815		395,922	109,513	209,933	67,709	319,445	102,815	-	15%	
MORE & BETTER (Worksheet 6)	0	2 128 588	3 035,403	839 597	1,647,932	480,656	2,487,529	788,251	225,468 1,728,591	328,284 2,516,842	
and Total Costs			0	69,000	31,032	(31,032)	100,032	6,900	145.45-		
	906,815	2,128,588	3,035,403	908,597	1,678,964	449,624	2,587,561	795,151	143,661 1,872,252	150,561 2,667,403	