

BOARD FILE #: _____
AMENDED DATE: _____ (See Minutes)

Meeting Type: _____ Meeting Date: _____
Policy Reference: _____

| | | | | | | | |
|---|---|------------|---------|-----------------------|--------------|------------------|--|
| • Justification: | | | | | | | |
| • Bid/RFP Statistics and Information: | Received: | | M/WBEs: | | • Bid/RFP #: | • Opening Date: | |
| | Compliant: | | M/WBEs: | | | | |
| • M/WBE Information: | In accordance with the District's M/WBE Program requirements, this contract's M/WBE goal is set at _____ % of the contract amount. <input type="checkbox"/> No subcontracting opportunities <input type="checkbox"/> M/WBE vendor <input type="checkbox"/> Committed to achieving _____ % <input type="checkbox"/> Multiple M/WBE vendors # _____ | | | | | | |
| • Recommended Vendor(s): | | | | | | | |
| • Contract Type: | | | | | | | |
| • Contract Term: | | | | | | | |
| • Lowest Responsive Bidder(s): | | | | • Sole Source Vendor: | | | |
| • Funding Information: | | | | | | | |
| <input type="checkbox"/> Budget Approval NA <input type="checkbox"/> (Budget Department Approval Required) | | Request #: | | PO #: | | Project Order #: | |

• Contact Information:

Name: _____ Title: _____
Department: _____ Phone #: _____

| | |
|--|--|
| | |
|--|--|

• Additional Information Sheet(s) attached: ☐ Yes ☐ No

DETAILED INFORMATION SHEET

Meeting Date: September 27, 2018

Title: CONSIDER AND TAKE POSSIBLE ACTION TO ACCEPT GRANT FUNDS – SEPTEMBER 2018 (NOT TO EXCEED \$2,905,210 SPECIAL REVENUE FUNDING SOURCES)

The projects for which grant applications have been or will be submitted to an outside agency for funding are as follows:

Wallace's Partnerships for Social and Emotional Learning Initiative **\$768,365**

Application Due: NA

Funding Source: Wallace Foundation

Managing Division: Teaching and Learning

Program Manager: Juany Valdespino-Gaytan

The Wallace Foundation continuation grant will focus on implementing social and emotional learning (SEL) during in-school and out-of-school-time, helping children in Dallas develop the skills, knowledge and attitudes needed to be successful in school, work and life. In partnership with Big Thought the District will continue its mission of educating students for success and help them develop skills needed to be successful in all aspects of life.

School Transformation Fund – Implementation **\$600,000**

Application Due: NA

Funding Source: Texas Education Agency

Managing Division: School Leadership

Program Manager: Jolee Healey

The School Transformation Fund Implementation grant program aims to provide customized implementation support to school districts committed to bold and aggressive action to transform low-performing schools and create better options for students. Through the ACE initiative, this grant will focus specifically on leadership for two new ACE schools – Dunbar Learning Center and Hotchkiss Elementary School.

High Cost Funds **\$540,630**

Application Due: NA

Funding Source: Texas Education Agency

Managing Division: Teaching and Learning

Program Manager: Tanya Browne

High Cost Funds (HCF) help offset the financial impact on districts that provide educational services to high-need children with disabilities. High-need children with disabilities receive educational services which exceed three times the average per pupil expenditure (APPE). HCF cover only costs identified in the child's Individualized Education Program (IEP) and associated with providing direct special education and related services.

SSI Community Partnership Planning Grant **\$350,000**

Funding Source: Texas Education Agency

Managing Division: School Leadership

Program Manager: Christopher Barksdale

Student Success Initiative Community Partnership grant will support the creation of school and community partnerships at Young Men's Leadership Academy At Fred F Florence Middle School. The grant will provide support and technical assistance to help the school and community develop wrap-around and holistic services for students through the implementation of innovative and educationally sound ideas that contribute to the achievement and well-being of their students. This collaborative approach will deliver services that will increase competency within the community to effectively serve and support students and their families.

School Transformation Fund - Planning **\$300,000**
Application Due: NA
Funding Source: Texas Education Agency
Managing Division: Teaching and Learning
Program Manager: Derek Little

The School Transformation Planning grant will help provide resources needed to engage in a year-long planning process to develop an Innovative Management Organization (IMO) Pre-K Partnership. This IMO will help increase access to high-quality, early learning opportunities and ensure that a higher-percentage of students are ready for Kindergarten.

McKinney-Vento Homeless Assistance Act **\$246,215**
Application Due: NA
Funding Source: Texas Education Agency
Managing Division: Student Services
Program Manager: Ashley Marshall

The purpose of the McKinney-Vento Homeless Education Assistance Act is to identify and remove barriers for children and youth experiencing homelessness and ensure that students in these circumstances have equitable access to all available supports and resources and meet the same challenging state academic standards established for all students.

ACE Grant **\$100,000**
Application Due: NA
Funding Source: Communities Foundation of Texas
Managing Division: School Leadership
Program Manager: Jolee Healey

The purpose of the ACE grant is to support the Accelerating Campus Excellence (ACE) initiative continue and expand within the District and ensure students of highest need have the most effective educators and a nurturing environment that supports the whole child.

July 19, 2018

Dr. Ivonne Durant
Chief Academic Officer
Dallas Independent School District
Teaching and Learning Dept., Box #3
2909 N. Buckner Blvd.
Dallas, TX 75228

Dear Dr. Durant:

I am pleased to advise you that The Wallace Foundation ("Wallace") has approved a \$768,365 grant (the "Grant") to Dallas Independent School District.

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

Term: September 1, 2018 – August 31, 2019

Grant ID#: 20180077

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

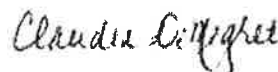
Email: cdemegret@wallacefoundation.org

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, have an authorized individual sign where indicated, retain one copy for your records and return an executed copy to Mark Diekmann, Grants Associate.

Sincerely,



Claudia DeMegret
Senior Program Officer

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

Grantee: Dallas Independent School District
Grant Amount: \$768,365
Purpose of the Grant: To participate in the second year of Wallace's Partnerships for Social and Emotional Learning Initiative.
Term: September 1, 2018 – August 31, 2019
Grant ID#: 20180077

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 “Dallas Independent School District”; 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 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 spring of 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 Texas 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 7-19-18
Will Miller Date
President

ACCEPTED AND AGREED:

Dallas Independent School District

SIGN HERE

By: _____
Signature Date

Name: _____

Title: _____

Approved as To Form
for Dallas ISD:
Christina McBrown
Assistant General Counsel
8/1/18

APPENDIX A

Grantee: Dallas Independent School District
Grant Amount: \$768,365
Term: September 1, 2018 through August 31, 2019
Grant ID#: 20180077

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 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. Goals, Activities, Deliverables and Timeline

This Grant will support the implementation of SEL strategies described in the joint Year Two Plan that Big Thought and the Dallas Independent School District submitted on April 20, 2018, which is incorporated herein by reference. In the event of a conflict between the Grant agreement (including this Appendix) and your Year Two 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 Two will consist of the following activities:

| | |
|--|---------------------------|
| ➤ 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 |
| ➤ Maintain a core team and working group structure for PSELI’s implementation at the system and site levels. | Throughout the Grant term |
| ➤ Secure active support from major local stakeholders (e.g. mayor or other highest local authority, school board, local funders, others). | Throughout the Grant term |
| ➤ 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. | Throughout the Grant term |
| ➤ Increase or maintain OST programs at Phase I and Phase II sites for 20% or more of the students. You should notify your program officer of anticipated threats to existing OST program funding. | Throughout the Grant term |
| ➤ 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 SEL communications plan. Wallace will cover the cost of this centralized communications resource during Year Two. | Throughout the Grant term |

| | |
|---|---------------------------|
| ➤ Approve research activity request submitted by RAND and other Wallace-designated research partners. | August – September 2018 |
| ➤ Maintain existing practices at Phase II sites by working with Wallace to avoid substantial expansion of SEL work at these sites. | Throughout the Grant term |
| ➤ The district will coordinate with Wallace’s designated research and SELweb administration team to prepare for student assessment in Spring 2019. | February –May 2019 |
| ➤ 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 2019 |
| ➤ Support RAND’s surveys, interviews and observations of district and OSTI staff, and Phase I and Phase II sites and their activities. | February – May 2019 |
| ➤ Respond to requests for student SELweb and other administrative data from Wallace’s designated research team within one week of receiving it. | March –June 2019 |
| ➤ Designate community teams to attend learning community meetings with Wallace and its partners at locations 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 2019. These data will be the property of the Dallas Independent School District. RAND will request these data from Dallas Independent School District, then analyze and report back the results to Dallas Independent School District as part of the formative feedback RAND will prepare for your community. 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) 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 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 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)*

- SEL Action Plan, Technical Assistance Plan and projected budget for Year Three, due on or before April 19, 2019
- 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, 2019

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 \$384,182.50. A subsequent payment of \$384,182.50 will be made to you on or before January 25, 2019.

Subsequent payments are 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

7/19/2018

Claudia DeMegret, Senior Program Officer

Date

ACCEPTED AND AGREED:
Dallas Independent School District

SIGN HERE

By: _____
Signature

Date

Name: _____

Title: _____

*Approved as To Form
for Dallas ISD:*

*Patricia DeGowan
Assistant General Counsel
8/1/18*

The Wallace Foundation
Partnerships for Social Emotional Learning Initiative

| Project/Community Name | | SEL Dallas | |
|---|-------------------------------|-------------|------------------------|
| Grantee Names | Big Thought | Dallas ISD | |
| Grant ID# | 20180075 | 20180077 | |
| Carryover from Year One | 150,000 | 243,060 | |
| Grant Amount (requested for Year Two) | 1,250,816 | 768,365 | |
| Total Year Two Budget | \$1,400,816 | \$1,011,425 | |
| Grant Period | September 2018 - August 2019 | | |
| Date Budget Prepared | 4/20/2018 (revised 6/14/2018) | | |
| Project Expenses | Big Thought | Dallas ISD | Total Community Budget |
| PERSONNEL (Complete designated Worksheet 2.) | | | |
| Staff | 464,890 | 334,000 | 798,890 |
| Fringe Benefits | 90,338 | 50,100 | 140,438 |
| SUBTOTAL PERSONNEL | 555,227 | 384,100 | 939,327 |
| PROJECT COSTS | | | |
| Travel, Conferences, Meetings (Complete designated Worksheet 3.) | 143,359 | 269,000 | 412,359 |
| Communications (Complete designated Worksheet 4.) | 29,000 | 10,000 | 39,000 |
| System Level Technical Assistance (Complete designated Worksheet 5.) | 248,200 | 35,000 | 283,200 |
| Site Level Technical Assistance (Complete designated Worksheet 6.) | 120,100 | 130,000 | 250,100 |
| Other (Complete designated Worksheet 7.) | 71,460 | 51,400 | 122,860 |
| SUBTOTAL PROJECT COSTS | 612,119 | 495,400 | 1,107,519 |
| Indirect Rate | 233,469 | 131,925 | 365,394 |
| 20% Big Thought | | | |
| 15% Dallas ISD | | | |
| Grand Total Project Budget | 1,400,816 | 1,011,425 | 2,412,241 |
| Grand Totals | | | 393,060 |
| | | | 2,019,181 |
| | | | \$2,412,241 |

Start by filling information in this worksheet using the yellow shaded fields, then move on to the other numbered worksheet using the tabs below. Worksheets are locked to protect formulas and may not be unlocked. This page is a summary of your budget and will automatically populate as you complete worksheet tabs 2-7. Please contact your program officer if you have questions or need help completing the worksheet.

July 26, 2018

Jolee Healey
Assistant Superintendent

Dallas Independent School District
9400 North Central Expressway
Dallas, TX 75231

Re: Dallas ISD Grant Agreement

Dear Ms. Healey,

A one-year grant has been approved from the W.W. Caruth Jr. Foundation Fund at Communities Foundation of Texas ("Foundation") in the amount of \$100,000 to Dallas ISD ("Recipient"), which is designated to support the Accelerating Campus Excellence (ACE) schools in Dallas ISD ("Project"). ACE is an equity driven initiative that seeks to incentivize a school district's most effective educators to lead and teach at historically underperforming campuses plagued by large achievement gaps by student family income and/or race, or that failed to meet state accountability standards. The goal is to ensure the students of highest need have the most effective educators, and a nurturing environment that supports the whole child. This agreement (the "Grant Agreement") contains the terms and conditions of this grant.

Grant Term. The grant funds are available for the period beginning on the date Recipient signs this agreement (the "Start Date") until July 31, 2019 (the "Grant Term").

Tax-Exempt Status. Recipient confirms that it is exempt from federal income tax and is not a private foundation within the meaning of section 509(a) of the Code. Recipient agrees to advise Foundation immediately if there is any change in Recipient's exempt status during the Grant Term. Recipient will comply with the provisions of the Pension Protection Act of 2006.

Charitable Purpose of the Grant. The charitable purpose of this grant is to support Dallas ISD specifically the continuation and expansion of ACE schools in Dallas ISD.

Charitable Use of Grant Funds. Grant funds may only be used for the Project. Use of grant funds must be appropriate under the terms and provisions of the Grant Agreement. Any grant funds unexpended or uncommitted at the end of the Grant Term must be promptly returned to

Foundation. Any change to a cost category of more than 10% must be approved in writing by Foundation in advance. Recipient may not use grant funds to reimburse any expenses incurred prior to the Start Date without written approval from Foundation.

Equality. In the application of its resources to serve the public interest, Foundation gives high priority to the realization of equality of opportunity for all members of society. Accordingly, it is Foundation's expectation that in carrying out this grant Recipient will not discriminate based on race, color, religion, sex, sexual orientation, or natural origin.

Payments. Foundation will make disbursements of grant funds to Recipient or for Recipient's benefit to be used solely for the Project. Recipient must track and account for the expenditure of grant funds as restricted for a specific purpose. The table below shows the deliverables (including reports) for this grant. Where indicated, the Foundation's payment is contingent on satisfaction of the listed deliverable and/or milestone. Foundation may authorize changes to the payment and reporting schedules from time to time where appropriate and will notify Recipient of any change in writing.

| Payment Date | Payment Amount |
|---|------------------|
| Within 7-10 business days of a fully executed Grant Agreement | \$100,000 |
| AWARD TOTAL | \$100,000 |

Milestones. For a report to be satisfactory, Recipient must demonstrate meaningful progress toward the milestones as shown below. Any proposed modifications by Recipient to the milestones during the Grant Term must be submitted in writing. Foundation will confirm in writing any agreed changes to the milestones.

- By August 2018, five additional ACE campuses, Cesar Chavez, Joseph Rhoads, L.L. Hotchkiss, Martin Luther King, Jr, and Paul L. Dunbar Elementary Schools, will implement ACE. For additional information regarding the five components of ACE implementation, <http://bestinclass.org/ace-initiative/>
- By January 2019, data analysis from semester one shows a reduction in behavior referrals, an increase in student and staff attendance, and an increase in year over year performance on mid-year assessments.
- By July 2019, increase in year over year performance on both the meets and approaches standards for STAAR.

Foundation may report on the grant and its outcomes in communications to its board, in its annual report, in grant performance evaluation reports and presentations produced for learning and teaching purposes and/or in Foundation communications with the public, including, but not limited to, other foundations, the philanthropic community, and Foundation's donors and supporters.

Record Maintenance and Inspection. Foundation requires that Recipient maintain adequate records of the Project to enable Foundation to easily determine how the grant funds were expended. The books and records must be made available for inspection by Foundation or its designee at reasonable times to permit Foundation to monitor and conduct an evaluation of operations under this grant. Recipient agrees to allow its personnel to discuss the program and finances with Foundation or its designee and to allow review of financial records connected with the activities financed by the grant.

Program Audits. Foundation is authorized to conduct program audits, including site visits, at any time during the Grant Term, and within four years after completion of the grant.

Compliance. Recipient is required to notify Nadine Dechausay, Community Philanthropy Director, at ndechausay@cftexas.org within 30 days of any significant leadership or other changes that may substantially affect the Project. If (a) Foundation is not reasonably satisfied with the progress of the Project; (b) significant leadership or other changes occur that Foundation believes may threaten the Project; or (c) Recipient fails to comply with any term or condition of this Grant Agreement, Foundation will notify Recipient of its concerns and provide Recipient with thirty (30) days to address them. If no resolution which is satisfactory to Foundation is reached within that time period, Foundation may, at its discretion, terminate or suspend the grant. If Foundation determines that the cause of its concerns cannot be remedied, Foundation may permanently terminate, suspend, or withhold payment on the grant. Upon termination, if requested by Foundation, Recipient agrees to promptly return to Foundation any unspent and uncommitted grant funds (as of the date of termination) previously distributed to Recipient by Foundation for the Project.

Indemnification. In consideration of the receipt of the grant, the District, and its successors, affiliates, assigns, transferees, representatives, principals, agents and employees, does hereby release and forever discharge Grantor, and its predecessors, successors, assigns, transferees, representatives, principals, agents, and employees, of and from any and all actions, demands, claims, claims for amounts due, lawsuits, damages, debts, costs, contracts, agreements, controversies, liens, or causes of action of any kind or nature whatsoever, asserted or

unasserted, whether in law or in equity, known or unknown, that arise out of, or are connected with, or are in anyway related to this grant agreement.

Recognition. In all public announcements, credit and report of the grant will list the source of the grant as:

W.W. Caruth Jr. Foundation Fund at Communities Foundation of Texas

Foundation and Recipient will supply each other with high resolution versions of each one's logo.

Single Grant. Recipient understands and agrees that this is a one-time grant and that no additional grant commitments have been made and no obligation exists on the part of Foundation to fund any subsequent proposal or grant requests that may be produced and submitted by Recipient as a result of the Project supported by this grant.

Counterparts. This Grant Agreement, including any amendments, may be executed in counterparts which, when taken together, will constitute one Grant Agreement. Copies of this Grant Agreement will be equally binding as originals and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution, though Foundation may require Recipient, the grantee, to deliver original signed documents.

Assignment. This Grant Agreement and any of the rights or obligations under this Grant Agreement may not be assigned without Foundation's prior written consent. An assignment includes (a) any transfer of the Project; (b) an assignment by operation of law, including a merger or consolidation, or (c) the sale or transfer of all or substantially all of the organization's assets. The terms and conditions of the Grant Agreement will be binding upon the parties to it and upon their successors or assigns, if any.

Applicable Law. The terms and conditions of this Grant Agreement will be governed by Texas law applicable to agreements made and to be performed in Texas.

Entire Agreement, Severability and Amendment. This Grant Agreement is the entire agreement and supersedes any prior oral or written agreements or communications between Foundation and Recipient regarding its subject matter. The provisions of this Grant Agreement

are severable so that if any provision is found to be invalid, illegal, or unenforceable, that finding will not affect the validity, construction, or enforceability of any remaining provision. This Grant Agreement may be amended only by a mutual written agreement of the parties.

Communication regarding current administrative arrangements for this grant should be directed to grants@cftexas.org.

On behalf of the Foundation, you have our best wishes for great success.

Sincerely yours,

Sarah Cotton Nelson
Chief Philanthropy Officer

ACCEPTED AND AGREED:
Dallas ISD

Jolee Healey
Assistant Superintendent

Name
Title

Date

Date

APPROVED AS TO FORM:

By:  8/20/2018
School Attorney

APPENDIX A

ANNUAL DEMOGRAPHIC SURVEY OF RECIPIENT'S ORGANIZATION

Please provide the following numbers in this table based on self-report or observation.

JUNE 2018

| | School Leadership | Teachers & Faculty | Students |
|--------------------------------|--------------------------|-----------------------------------|-----------------|
| Total | | | |
| White non-Hispanic | | | |
| African American | | | |
| Hispanic | | | |
| American Indian | | | |
| Asian | | | |
| Other | | | |
| Women | | | |
| Economically Disadvantaged | | | |
| English Language Learner (ELL) | | | |