

February 1, 2018

Daniel Gohl
Chief Academic Officer
The School Board of Broward County, Florida
600 SE 3rd Ave
Fort Lauderdale, FL 33301

Dear Mr. Gohl,

I am pleased to inform you that Chiefs for Change has approved a grant of \$98,400 (hereinafter sometimes referred to as the “Grant” and the “Grant Funds”) to The School Board of Broward County, FL (the “Program”) and identified as Grant ID: 5331. The following terms apply to your agency’s use of the Grant Funds.

Grant Term

Grant Funds from Chiefs for Change (the “Chiefs”) will be available during the period beginning on _____ and ending on November 30, 2018 (the “Grant Term”).

Payment Terms

Payment of Grant Funds will be awarded in two installments. The first installment will be for \$50,000 and will be disbursed upon execution of this contract, and the second installment will be for \$48,400 and will be disbursed on July 15, 2018. The requirements to receive these funds are as follows:

- The School Board of Broward County, FL will provide updates on this work through bi-monthly calls with the Chiefs team.
- The School Board of Broward County, FL will provide updates on grant deliverables and progress according to the timetable outlined in “Reporting” below.
- The School Board of Broward County, FL will share lessons learned with other CFC members including but not limited to dissemination of progress and key takeaways at in-person or virtual convenings or site visits.

Scope and Budget

Under United States law, Grant Funds may be expended only for charitable, scientific, literary, or educational purposes. This Grant is made only for the purposes stated in this letter agreement and the document(s) referenced above, and Grant Funds shall be used for such purposes in accordance with the attached approved budget. It is also understood that your agency may not vary more than 10% from budget line items without prior written approval from the Chiefs. The Program agrees to perform services set forth in the Statement of Work attached to this Agreement as Exhibit 1.

Key Persons

If your agency is notified that a key member of the Program (e.g., a director, project manager or performance management lead) (each, a “Key Person”) will cease to devote substantially all of his or her business time and efforts to the Program, your agency shall notify the Chiefs of such cessation within 3 business days and will advise the Chiefs how it intends to proceed in the absence of such Key Person.

Restrictions on Distribution of Grant Funds

Your agency will take all precautions necessary to ensure that none of the Grant Funds will be used (i) in support of or to promote violence, terrorist activity or related training, whether directly through its own activities and programs, or indirectly through its support of, or cooperation with, other persons and agencies known to support terrorism or that are involved in money laundering activities, (ii) for purposes of or in connection with bribery or in contravention of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or other applicable anti-bribery law or (iii) in any manner that is in contravention or violation of any other federal, state, local or municipal law, rule, regulation or ordinance.

Sub-Grants

It is understood that your agency may make sub-grants or subcontracts in connection with the Program. Your agency has the exclusive right to select such subcontractors for the Program. The Chiefs has not earmarked the use of the Grant Funds for any specific subcontractor. Your agency is responsible for ensuring that all subcontractors use the Grant Funds for the purposes of the Grant and the Program. Your agency shall not, and shall require that its subcontractors funded with proceeds of the Grant Funds not, make any statement or otherwise imply to donors, investors, media or the general public that the Chiefs directly funds the activities of any subcontractor.

Reporting

Below is a reporting schedule by which your agency agrees to abide.

Report Type and Frequency	Report Requirements	Report Due Date
Interim Narrative and Financial Report	1) a narrative account (no more than 1000 words) on what was accomplished to date by the expenditure of the Grant Funds (including a description of how the role has advanced progress toward achieving the goals of the Grant) for the Program.	June 30, 2018
Final Narrative and Financial Report	1) a financial report reflecting expenditures according to approved budget for the Program, which has been certified correct by the responsible financial official of your agency, and 2) a narrative account of what was accomplished by the expenditure of the Grant Funds (including a description	December 10, 2018

	of how the role has advanced progress toward achieving the goals of the Grant) for the Program.	
--	---	--

These reports, which should be signed by an appropriate officer of your agency, should contain: (1) a financial report reflecting expenditures according to the line-item categories of the attached approved budget for the Program, which has been certified correct by the responsible financial official of your agency; (2) a narrative account of what was accomplished by the expenditure of the Grant Funds (including a description of progress made toward achieving the goals of the Grant) for the Program; and (3) the work product as outlined in Exhibit 1 that documents the Program. All reports should be submitted electronically to cfigueroa@chiefsforchange.org. The narrative reports shall also include copies of any media coverage of the Program and any publication, audio or video program, film or other media project produced by your agency under this Grant for archival, research or presentation purposes. Your agency may be required to submit additional periodic reports as requested by the Chiefs (format to be specified by the Chiefs) on Program progress, including, after the date stated as the Grant Term ending date above, reports with respect to committed but not yet disbursed Grant Funds.

Additional Items

Your agency confirms that it is not aware of any of the following ever having occurred, and agrees that it will immediately provide notice to the Chiefs by email addressed to cfigueroa@chiefsforchange.org, and confirm that the Chiefs has actually received such email, if it becomes aware, at any time during the Grant Term, of any of the following: (i) any misappropriation of Grant Funds or other assets of your agency; (ii) a violation of your agency’s conflicts of interest policy; or (iii) a formal investigation of an allegation of any of the foregoing.

Intellectual Property

The Chiefs shall have the right to make, or obtain from your agency, additional copies of any Grant product and to disseminate such products. In addition, your agency hereby grants to the Chiefs a perpetual, non-exclusive, worldwide, royalty-free and fully paid-up, sub-licensable (to affiliates) license or sub-license, as the case may be, to use, display, reproduce, publicly perform and make derivative works of, all written work or other materials of any nature created by your agency under the Program.

Monitoring

The Chiefs may monitor and conduct evaluations of operations under the Grant, which may include a visit from Chiefs personnel or assignees to (i) observe the Program, (ii) discuss the Program and finances with your personnel and (iii) review financial and other records and materials related to the Program.

Prohibition on Lobbying and Other Compliance with Tax Laws

Under the Internal Revenue Code, Grant Funds may not be used by your agency:

- (a) to carry on propaganda, or otherwise attempt to influence any specific legislation through (i) an attempt to affect the opinion of the general public or any segment thereof or (ii) communication with any member or employee of a legislative body, or with any other governmental official or employee who may participate in the formulation of the legislation (except technical advice or assistance provided to a governmental body or to a committee or other subdivision thereof in response to a written request by such body, committee or subdivision), other than through making available the results of non-partisan analysis, study or research;
- (b) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive;
- (c) to engage in activities that require any person actively involved in the Program to register as a lobbyist or be identified as a lobbyist in a registration or report filed with a public agency by any other person or entity; or
- (d) to support the election or defeat of a candidate for public office, finance electioneering communications, register prospective voters or encourage the general public or any segment thereof to vote in a specific election.

Compliance

If any report is not submitted or if the Chiefs is not satisfied with the progress of the Program, the content of any written report or the management of your agency, further payments, if any, under this Grant or any other Chiefs grant to your agency may be withheld in the sole discretion of the Chiefs.

Acknowledgement

Any publications, advertising, speeches, lectures, interviews, press releases, internet web pages and other similar activities related to the Program (together, "Media Releases"), shall acknowledge the Chiefs' funding. Please provide copies of all Media Releases to the Chiefs and obtain the Chiefs' consent prior to publication or distribution in any format of any Media Release.

The Chiefs has the right to publicly acknowledge and announce, at its sole discretion, any relationship between the Chiefs and your agency. Chiefs' website may include a brief description of the Grant. On occasion, Chief also posts grantees' publications and other related items on its website.

Governing Law

This letter agreement shall be interpreted in accordance with the laws of the District of Columbia.

Confidentiality

Except as required by law, each of the Chiefs and your agency agrees to keep any information of a proprietary or confidential nature owned by the other party in strictest confidence and protect it

from disclosure; provided that the parties may disclose such information as required by law. Each party hereby waives any and all right, title and interest in and to such proprietary information of the other and agrees to return all physical copies, and destroy all electronic copies, of such proprietary information, except as otherwise agreed, at their expense, at the end of the Grant Term.

Agreement to Terms

Your agency’s acceptance of the Grant Funds shall constitute acceptance of the terms of this letter agreement. Please indicate your agency’s agreement to such terms by having the enclosed copy of this letter agreement countersigned by an appropriate officer of your agency and returned by email, in PDF, to jrafal-baer@chiefsforchange.org.

Miscellaneous

This letter agreement may be executed in counterparts, each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same instrument. This letter agreement shall be binding upon, inure to the benefit of, and may be enforced by, each of the parties to this letter agreement and its successors and permitted assigns. Each provision of this letter agreement shall be considered separable, and if, for any reason, any provision or provisions hereof are determined to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall attach only to such provision and shall not in any manner affect or render illegal, invalid or unenforceable any other provision of this letter agreement, and this letter agreement shall be carried out as if any such illegal, invalid or unenforceable provision were not contained herein. This letter agreement shall not be assigned without the prior written consent of the Chiefs. This letter agreement, including any schedules, amendments, modifications, waivers, or notifications relating thereto may be executed and delivered by facsimile, electronic mail, or other electronic means. Any such facsimile, electronic mail transmission, or communication via such electronic means shall constitute the final agreement of the parties and conclusive proof of such agreement, and shall be deemed to be in writing and to have the same effect as if signed manually. Any consent required to be given in writing hereunder may be given by electronic mail.

Contact Information

Your agency’s primary contact for this Grant shall be Krysten Hartman, Associate at Chiefs for Change.

On behalf of Chiefs for Change, we wish your agency success in this Program.

Sincerely,



Name: Mike Magee

Title: CEO

Attachment: Award Letter

(Corporate Seal)

ACCEPTED BY:

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Nora Rupert, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Janette M. Smith

Digitally signed by Janette M.
Smith

Date: 2018.02.22 16:00:07 -05'0

Office of the General Counsel

EXHIBIT 1

Broward County Public Schools (BCPS) is in search of better strategies for growing performance at every student level. Persistent achievement gaps are prevalent between subgroups, and the gap between learning gains of all students compared to lowest quartile is widening. Project-based, interdisciplinary learning can prepare and engage children in today's real-life situations by leveraging performance tasks to show students have mastered essential concepts.

The benefits of project/problem-based learning and embedding literacy, behavioral and SEL supports include increased student engagement, connections drawn across content domains, and individual student-centered support. Over time, this transformation will increase the number of students achieving proficiency or better in English Language Arts and Mathematics, ensuring at least a year's worth of growth during the year.

BCPS will leverage the time of District leaders (and their designees), including the Chief of Portfolio Services, Chief of Academics, Chief of School Performance and Accountability, the Director of Service Quality, the Executive Director of Student Support Initiatives, the Portfolio Manager for Reimagining Middle Grades, Cadre Directors assigned to middle grades, and the Director of Secondary Learning (6-12). Their leveraged time would be utilized to develop the transformational professional development plan and ongoing meetings to ensure implementation of project-based, interdisciplinary during the following school year.

The requested grant budget of \$98,400 would cover approximately \$43,200 for teacher stipends/fringe to be trained in project-based, interdisciplinary learning; \$30,000 for an outside consulting firm to guide the transformation process and offer teachers the project-based, interdisciplinary professional development; and \$25,200 needed for teachers to develop specific project-based, interdisciplinary instructional content.

Approximately 120 teacher leaders/PLC leaders (10 teacher leaders/principals from each of the 12 schools) to attend 6 hours of professional development in project-based, interdisciplinary learning each month for four months. This professional development would allow teachers to share best practices with administrators and other teachers. It is vital that professional development be extended to school leaders for them to better understand the needs of teachers and the flexible scheduling, classroom design, and curriculum resources that are needed.

Since transformation of the education system requires tremendous efforts to change mindsets and will encounter opposing forces supporting the status quo, an outside consulting company such as Buck Institute for Education, Defined STEM, Big Picture Learning, Summit Learning, or Learning Forward to guide the District in the transformation. This consulting firm will help BCPS teachers understand the philosophy behind project-based learning, the pedagogy needed to implement this style of learning, and the skills to begin creating projects. The outside consulting firm will have experience working with other school districts undergoing similar transformation.

The remainder of the funds will be used for teachers to develop specific project-based content for their classrooms and schools. Teachers will feel ownership over this instructional content, and since it will be housed in Canvas, the learning management system, it can be shared with other

teachers and across the school and district. This content can also be shared with the Chiefs for Change network.

BUDGET TEMPLATE

Budget Template

Total Request: \$98,400

Project Duration: 01/18 – 12/18

Breakdown of Request:

Item	Description	Amount
Teacher stipends to receive training on project-based, interdisciplinary	120 teachers attend 6 hours per month over 4 months of professional development (PD) at \$15 per hour	\$43,200
Consulting Fees (Buck Institute of Education, Big Picture Learning, Defined STEM, etc.)	Firm will guide District in transformation process and provide project-based, interdisciplinary PD	\$30,000
Teacher stipends to develop specific project-based content	120 teachers develop content in x 14 hours at \$15 per hour	\$25,200
Total		\$98,400