

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

Grantee: The School Board of Broward County, Florida
Grant Amount: \$145,000
Purpose of the Grant: To conduct an “exploratory test” in which you will take a limited number of initial key steps toward developing equity-centered leadership pipelines.
Term: The agreement is effective upon signature by all parties and will remain in form up to and including October 31, 2020
Grant ID#: 20200167

1. Use and Management of Grant Funds

- (a) The scope of work for the Grant is in the attached **Appendix A**. 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 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 attached as **Appendix B**
- (e) 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 “The School Board of Broward County, Florida”; 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 fail to comply with the terms and conditions of this Agreement.
- (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 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, Presentations and Materials

- (a) 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, email blasts or other in-house periodicals (hereinafter collectively referred to as “Products”), you shall retain the copyright to 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.
- (b) In addition, in the course of performing the work outlined in **Appendix A**, you may create conferences, lectures, panel discussions, webinars, or podcasts featuring Wallace-commissioned research or other Wallace Products (hereinafter collectively referred to as “Presentations”). You agree to provide Wallace the opportunity to review and comment on your recommended topics and speakers for all Presentations. These recommendations will be shared with Wallace with sufficient time to enable Wallace to suggest alternative or additional topics and speakers for your consideration, provided that such suggestions are received in a timely manner to meet your planning deadlines.

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

To support our shared 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. See **Appendix A** for list

of deliverables. No identifiable education records or employee records will be disclosed by The School Board of Broward County, Florida.

7. Participation in Grantee Meetings, Learning Communities and Advisory Boards

- (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.
- (c) If in carrying out the terms of the Grant you create an advisory board, you agree that, at Wallace's request, a member of our staff will serve *ex-officio*.

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. Indemnification

Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

10. Miscellaneous

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York, and 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.

11. The School Board of Broward County, Florida (SBBC) Disclosure of Education Records and Employee Records

Although no student education records shall be disclosed pursuant to this Agreement, should Wallace come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws. Likewise, no employee records shall be disclosed by SBBC to Wallace. Should Wallace come into contact with employee records, it may not be re-disclosed except as required or permitted by law.

12. Wallace Confidentiality of Education Records and Employee Records

- (a) Notwithstanding any provision to the contrary within this Agreement, Wallace shall:
 - (i) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of education records and employee records;

- (ii) hold any education records and employee records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records or employee records are to be shared provides prior written consent for their release;
- (iii) ensure that, at all times, all of its employees who have access to any education records or employee records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records and employee records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
- (iv) safeguard education records and employee records through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements, and employee records in accordance with applicable laws; and
- (v) utilize the education records and employee records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records or employee records to any third party.

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
Will Miller
President

7/8/20
Date

(Corporate Seal)

ACCEPTED BY:

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA


By _____

Donna P. Korn, Chair

ATTEST:

Approved as to Form and Legal Content:

Robert W. Runcie, Superintendent of Schools

 Digitally signed by
Eric Abend
Date: 2020.07.27
10:26:02 -04'00'

Office of the General Counsel

APPENDIX A

Grantee:	The School Board of Broward County, Florida
Grant Amount:	\$145,000
Term:	The agreement is effective upon signature by all parties and will remain in form up to and including October 31, 2020
Grant ID#:	20200167

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 both 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 shared 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 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

The purpose of this grant is to conduct an "exploratory test" in which a number of districts would, over several months, take a limited number of initial key steps toward developing equity-centered leadership pipelines and respond to a set of questions from their individual perspectives.

Wallace will use your findings to establish priorities for a full initiative, refine the theory of action, and shape the design of a potential new initiative.

B. Goals

Together with a consultant paid for by Wallace, you will strive to achieve the following:

- Identify the main stakeholder groups and organizations in your community you will seek to engage in helping your district define equity and develop plans for an equity-centered leadership pipeline;
- Engage these stakeholder groups and organizations in developing all the deliverables for this grant;
- Identify key partnerships (including research practice partnerships) to assist in the development of the deliverables;
- Identify technical assistance for assessing the context for equity in your district;
- Identify barriers that you encounter, how you were able to address those you could within the grant period, and what outstanding barriers remain at the end of the grant; and
- Determine whether and how this work can further your reporting under ESSA

The Grant will support you in developing the following deliverables:

(Due dates to be determined. Report templates will be provided.)

1. Definition of “equity”
2. Definition of “equity-centered leader”
3. Definition of “equity-centered pipelines”
4. Infusing Equity into Principal Pipelines - Assess each of the seven domains for where equity could be infused
5. Paper on your district context for building equity-centered principal pipelines
6. Paper sharing your learning to help establish priorities for a full initiative and refining the theory of action
7. Results of your equity audit
8. Results from your research-practice partnership

C. 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 categories cumulating to 10% or more 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 15% of direct costs. 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, 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, at least three months prior to the term end you should have a discussion 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.

D. Reports and Financial Analysis

(Due dates to be determined. Report templates will be provided.)

- **Final “equity” definition**
- **Final reports on deliverables 2 – 4**
- **Final reports on deliverables 5 – 8 (as applicable)**
- **Final financial report**

E. 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 \$145,000.

(Corporate Seal)

ACCEPTED BY:

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____

Donna P. Korn, Chair

ATTEST:

Approved as to Form and Legal Content:

Robert W. Runcie, Superintendent of Schools

Digitally signed by
Eric Abend
Date: 2020.07.27
10:26:30 -04'00'
Office of the General Counsel

Grantee of Record:	The School Board of	GRANT ID#	20200167
	Wallace Grant ¹	Non-Wallace Budget	Total Budget (by category)
Personnel and program costs	\$138,095		\$138,095
Indirect costs	\$6,905		\$6,905
Total Budget	\$145,000	\$0	\$145,000
March 14 - September 30, 2020	WALLACE BUDGET	TOTAL NON-WALLACE SUPPORT	TOTAL PROGRAM BUDGET
PERSONNEL AND PROJECT COSTS (INCLUDING INDIRECT) SHOULD NOT EXCEED \$145,000			
PERSONNEL			
Staff (Please fill in Personnel Worksheet)	\$0	\$0	\$0
Fringe Benefits (Calculated under Personnel Worksheet)	\$0	\$0	\$0
PROJECT COSTS			
Preparation Program Partnership (Please fill in corresponding Worksheet)	\$40,000	\$0	\$40,000
Consultants (Please fill in corresponding Worksheet)	\$10,000	\$0	\$10,000
Technical Assistance (Please fill in corresponding Worksheet)	\$11,000	\$0	\$11,000
Meeting costs (Please fill in corresponding Worksheet)	\$25,000	\$0	\$25,000
Other costs - including IT and office expenses (Please fill in corresponding Worksheet)	\$3,095	\$0	\$3,095
Subcontracts (Please fill in corresponding Worksheet)	\$14,000	\$0	\$14,000
Research-Partnership (Please fill in corresponding Worksheet)	\$25,000	\$0	\$25,000
Equity Audit (Please fill in corresponding Worksheet)	\$10,000	\$0	\$10,000
Total	\$138,095	\$0	\$138,095
INDIRECT COSTS - Personnel & Project totals	Enter percentage here		
	5%		
Indirect costs - Personnel & Project Total	\$6,905		\$6,905
GRAND TOTALS	\$145,000	\$0	\$145,000

¹ Please enter your proposed budget in the green cells. Fill in the following worksheets as requested. Formulas will insert totals from worksheets on to this summary budget.