

File ID Number	19-1391
Introduction Date	10/23/19
Enactment Number	19-1580
Enactment Date	10/23/19
By	os



**OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education**

October 23, 2019

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Wesley Jacques, Executive Director, Academics and Instructional Innovation
Brenda Tuohy, STEM Director

Subject: Amendment No. 1 - Grant Award and Subcontract- WestEd - S. D. Bechtel Jr. Foundation - California Next Generation Science Standards (NGSS) K-8 Early Implementation Initiative - Science Department - Academics and Instructional Innovation Department

ACTION REQUESTED:

Approval by the Board of Education of Amendment No. 1 to the Grant Award and Subcontract from WestEd for the S. D. Bechtel, Jr. Foundation, in the amount of -\$53,070.00, reducing the not to exceed amount from \$555,000.00 to \$501,930.00, for the period of June 1, 2018 through July 1, 2020, to support the California Next Generation Science Standards (NGSS) K-8 Early Implementation Initiative for Years 5 and 6 to include participation in the Core Leadership Training, Director meetings, technical assistance, and piloting instructional materials. Teacher Leader and Expansion Teacher Programs, Principal Support, and provide a full-time project director to oversee the program for years 5 and 6, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant years, if any.

BACKGROUND:

Grant Award and Subcontract for OUSD Schools for the 2018-2020 fiscal years was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
19-1391	Yes	Grant	Oakland Unified School District Schools via the Academics and Instructional Innovation Department	This grant award and subcontract will support the California NGSS K-8 Early Implementation Initiative for Years 5 and 6 to include participation in the Core Leadership Training, Director meetings, technical assistance, and piloting instructional materials. Teacher Leader and Expansion Teacher Programs, Principal Support, and provide a full-time project director to oversee the program for years 5 and 6 for the Science Department.	June 1, 2018 - July 1, 2020	S.D. Bechtel Jr. Foundation	-\$53,070.00 Reduction of the total Subaward amount from \$555,000.00 to an amount not to exceed \$501,930.00

DISCUSSION:

The District created a Grant Face sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student achievement
- Identify OUSD resources required for program success

OUSD received a Grant Face Sheet and a completed grant application for the program listed in the chart by the school.

FISCAL IMPACT:

The total amount of grants will be provided to OUSD schools from the funders.

- Grants \$501,930.00

RECOMMENDATION:

Approval by the Board of Education of Amendment No. 1 to the Grant Award and Subcontract for the OUSD Schools for fiscal year 2018-2020, pursuant to the terms and conditions thereof, if any.

ATTACHMENTS:

Grant Face Sheet

Subcontract Amendment 01

Copy of the original Legislative File #18-1731




OUSD Grants Management Face Sheet

Title of Grant: California Next Generation Science Standards (NGSS) K-8 Early Implementation Initiative Years 5 and 6 Grant	Funding Cycle Dates: June 1, 2018 – July 1, 2020
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Kathy DiRanna, Director WestEd K-12 Alliance 4665 Lampson Avenue Los Alamitos, CA 90720-5139 714-812-0288	Grant Amount for Full Funding Cycle: \$399,930.00 – Year 5, 7/1/18-6/30/18 \$102,000.00 – Year 6, 7/1/19-6/30/20 Total amount not to exceed <u>\$501,930.00</u>
Funding Agency: S. D. Bechtel, Jr. Foundation P.O. Box 193809 San Francisco, CA 94119-3809	Grant Focus: To support the CA NGSS K-8 Early Implementation Initiative for Years 5 and 6 to include participation in the Core Leadership Training, Director meetings, technical assistance, and piloting instructional materials. Teacher Leader and Expansion Teacher Programs, Principal Support, and provide a full-time project director to oversee the program for years 5 and 6.
List all School(s) or Department(s) to be Served: All OUSD Schools	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This award to support the CA NGSS K-8 Early Implementation Initiative for Years 5 and 6, which provides training (NGSS Summer Institute) on the Next Generation Science Standards and site-based support for implementation to teams of teachers and site leaders from 30 OUSD schools and support the Science Teacher Leader program to provide base-level support to all 86 schools.
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 3.25% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	Impact will be evaluated through: <ul style="list-style-type: none"> - Classroom walkthrough data collected by the NGSS Core Leadership Team - Pre-post site-assessment survey data completed by each participating teacher and site leaders - Student achievement data on the California Science Test (CAST)
Does the grant require any resources from the school(s) or district? If so, describe.	This award requires a matching contribution of \$110K towards this project to fund: <ul style="list-style-type: none"> - .5 FTE project director - Release time and stipends for teachers and principals on the NGSS Core Leadership Team - Stipends for Science Teacher Leaders from all 86 sites
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district's indirect rate of 3.25% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No.
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No.
Who is the contact managing and assuring grant compliance?	Brenda Tuohy, STEM Director Academics and Instructional Innovation Department Oakland Unified School District

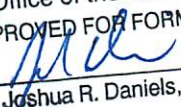
(Include contact's name, address, phone number, email address.)	1000 Broadway, Suite 600, Oakland, CA 94607 510-879-8156 Brenda.Tuohy@ousd.org
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Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Director, STEM	Brenda Tuohy		6/7/19
Principal	Wesley Jacques		6/19/19
Department Head (e.g. for school day programs or for extended day and student support activities)	Sondra Aguilera		6/19/19

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer			
Superintendent	Kyla Johnson-Trammell		

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By:  9/25/19
Joshua R. Daniels, General Counsel

Subcontract Number: S-00015791
Cost Code: A290

SUBCONTRACT AMENDMENT 01

This Subcontract Amendment is entered into by and between WestEd and Oakland Unified School District

SECTION A: CONTACTS

Oakland Unified School District Brenda Tuohy 1000 Broadway, Suite 680 Oakland, CA 94607 P: 510.879.8200 brenda.tuohy@ousd.org	WestEd Technical: Kathy DiRanna K-12 Alliance Director P: 714.812.0288 kdirann@wested.org	WestEd Contracts: Contracts Management Department 730 Harrison Street San Francisco, CA 94107 P: 415.615.3136 contracts@wested.org	WestEd Billing: Donald Hom A/P Supervisor 4665 Lampson Avenue Los Alamitos, CA 90720 P: 562.799.5121 accountspayable@wested.org
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SECTION B: WORK OR SERVICES

1. Subcontract Term

Start Date: 06/01/2018 End Date: 07/01/2020

2. Amended Work or Services to be completed by Subcontractor (leave section blank if no change):

The attached Scope of Work and Budget Detail, Exhibit 1, shall replace the Scope of Work and Budget Detail under the original subcontract.

3. Fees and expenses:

Amendment Amount: (\$53,070.00)

New Maximum Fees and Expenses: \$501,930.00

4. Attachments

The parties agree to comply with the terms and conditions of the original Subcontract exhibits, in addition to any new exhibits listed below which are by this reference made a part of the Subcontract.

See Attached:

- Scope of Work and Budget Detail, Exhibit 1
 Additional Attachments:

SECTION C: PAYMENT

Amended Method of Payment (leave section blank if no change):

All final invoices shall be submitted within thirty (30) days of termination of Subcontract or completion of Subcontract performance.

SECTION D: AUTHORIZED SIGNATORIES

IN WITNESS WHEREOF, this Contract Amendment has been executed by the parties hereto.

WestEd

Agreed and accepted:

Virgilio F. Tinio, Jr.

Virgilio F. Tinio, Jr. Nov 8, 2019

Authorized Signature

Name: Virgilio F. Tinio, Jr.

Title: Director of Contracts & Grants

Date: Nov 8, 2019

Oakland Unified School District ("Subcontractor")

Agreed and accepted:

Aimee Eng

Authorized Signature

Name: Aimee Eng

Title: President, Board of Education

Date: 10/24/19

Date:

Kyla Johnson-Trammell

Kyla Johnson-Trammell, Superintendent

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at <https://www.sam.gov/>

Scope of Work Years 5-6 Oakland Unified School District

The goals of the California K-8 Early Implementation Initiative are to: 1) develop district capacity to lead the quality implementation of the Next Generation Science Standards districtwide; 2) provide leadership professional learning experiences for the Core Leadership Team; 3) provide professional learning experiences for the Teacher Leaders and expansion teachers in content and pedagogy; 4) provide professional learning experiences for district and site administrators; 5) establish a "community of practice" with other participating districts and charters to share strategies, processes and tools for implementation; 6) enable districts and charters to beta test instruction, assessment and planning tools and to disseminate to other interested LEAs.

The California NGSS K-8 Early Implementation Initiative has been extended for an additional two years. This Scope of Work builds on the previous four years and addresses Years 5-6 (2018-2019; 2019-2020).

WestEd (K-12 Alliance) will continue to work with the project directors to develop and implement the Initiative; support districts with professional learning experiences in conjunction with institutes of higher education and other professional development providers; and, provide direct technical assistance to the districts. The K-12 Alliance will serve as the fiscal and operational manager of the program.

Subcontractor Responsibilities

Oakland Unified School District will continue to:

- Implement:
 - a. K-5 science education as a core subject in the district's schools
 - b. the SBE-preferred CA Integrated Model for grades 6-8
 - c. Sustain NGSS district-wide implementation
- Participate in:
 - a. Project Director/Regional Director meetings: 6-8 meeting per year as a think tank and sharing venue for implementation successes and challenges
 - b. Core Leadership Training: At least three elementary, three middle school 2 elementary principals, 1 middle school principal, three science department attend Training in January and June 2019 and January and June 2020.

- c. **Technical Assistance days:** 12 days in Year 5 and 10 days in Year 6 from the K-12 Alliance Regional Director to assist the CLT with implementation. Topics are district choice
- d. **Piloting of Instructional Materials:** The district has adopted FOSS for elementary and is beginning a process for middle school (CLT and TL will help in that process). CLT and TL will help schools with implementation of the materials using 8 pilot schools to assist with the 48 other schools.
- e. **Teacher Leader and Expansion Teacher Programs**
- **Institutes:** Approximately 120 teachers and principals will attend the Summer Institute co-facilitated by the CLT. Approximately 80 teachers will participate in the full 4 days while principals will participate in 1 day. Attendees will have 2 one-half day follow-ups to the summer institute. CLT and TL will provide professional learning during the school year for those not able to attend the summer institute
 - **Site plan for NGSS:** each site attending the summer program will develop, with the assistance of the CLT and TL, a site-based plan for the implementation of NGSS that includes whole school participation.
 - **TLC like experience:** for those schools that wish to support TLCs, the Core Leadership Team will provide facilitation
 - **Teacher Leader professional development with CLTs (e.g., mentoring, leadership and presenting at site and grade level meetings)**
 - **Science Teacher Leaders for every school will serve as liaisons for materials, assessment and information. They will attend 8 meetings per year with the Science Department.**
 - **New Teacher Support:** Science Department and TLs will provide a full day professional learning for elementary teachers and a multi-day program for secondary teachers
 - **Buy-back days:** Science Department and TLs will offer ½ day trainings for full teams from elementary schools during the two district staff development days
- f. **Principal Support:** CLT principals will partner with 1-2 sites with principals new to NGSS to assist in implementation. All principals are asked to support implementation at their site; there are weekly professional learning in Networks of 15-20 principals to help with this effort. Principals will participate in one day of the summer institute; conduct learning walk throughs; ensure that teachers are teaching science; provide time for regular PLC, etc.

Principals can also participate in mentoring programs through the PLUS program

- g. Superintendent Roundtable: 1-day meeting in 2019 and 2020 with Superintendents and other invited guest (e.g. Project Director) from other participating LEAS
- h. Yearly evaluations of the initiative (led by WestEd).
- Provide:
 - a. A full-time project director to oversee the program for years 5 and 6
 - b. Financial resources (through LCFF and LCAP, etc.) in years 5 and 6 to support project director, teacher stipends and release time, professional learning opportunities as noted on the budget.
 - c. Release Time
 - CLT: to meet for technical assistance days, and attend Core Leadership Trainings in January 2019 and January 2000
 - Teacher Leaders and expansion teacher as noted in the budget
 - d. Opportunities for on-site implementation (e.g., dedicated PLC time) in Years 5-6 for Teacher Leaders and Expansion Teachers
 - e. District-wide professional learning for all K-8 teachers of science
 - f. Facilities and incentives for after school professional learning experiences for district teachers
 - g. Financial records of expenditures and include them with a yearly summary of the district's work with the Initiative, to be included in the funder's annual report.

Reporting

The attached budget is for Years 5 and 6. Year 5 includes the summer institute expenses. Attachment A is addition funds that the district will provide to support the implementation of NGSS

The district will maintain financial records, and a summary of district activities and their impact on the district-wide implementation related to the Initiative's work on a yearly basis. The district shall submit an interim report on May 31, 2019 and a final report on June 30, 2020. Information in these reports will be shared with the funder in WestEd's annual report

Amended Sub Contract Budget-Oakland Unified School District for Year 5

Year 5: 2018 - 2019	Total	EII Grant	District
CLT Teacher Release time 12 days @ \$175 x 6 teachers	\$12,600		\$12,600
Core Leadership Teacher Stipends \$4000 x 9 teachers	\$36,000	\$36,000	
Project Director Salary and Benefits at approximately \$120,000	\$93,930	\$33,930*	\$60,000
3 CLT Principal Stipends @ \$2000 (paid directly by WestEd)	\$6,000	-	-
30 Principals (at TL schools not on CLT) stipends @ \$1000	\$30,000	\$30,000	
Teacher Leader Stipends \$1500 x 76 teachers	\$114,000	\$76,600	\$37,400
Summer Institute grades K-8:			
Teacher Stipends \$800 x 120 teachers (institute)	\$96,000	\$96,000	
Teacher Stipends \$200 x 120 teachers x 2 (Saturday follow-ups)	\$48,000	\$48,000	
Institute Costs (food, rental, materials)	\$19,200	\$19,600	
Cadre Presenters	\$27,000	\$27,000	
Curriculum and Pedagogy TL Presenters	\$32,800	\$32,800	
Institute Subtotal	\$250,000		
Total Year 5	\$509,930	\$399,930	\$110,000

Grant Project Director is \$60,000 of which WestEd paid \$26,070 on another contract

Year 6: 2019 - 2020	Total	EII Grant	District
CLT Teacher Release time 10 days @ 175 x 6 teachers	\$ 10,500		\$ 10,500
Core Leadership Teacher Stipends \$4000 x 9 teachers	\$ 36,000	\$ 36,000	
Project Director Salary and Benefits at approximately \$120,00	\$ 120,000	\$ 60,000	\$ 60,000
3 CLT Principal Stipends @ 2000 (paid directly by WestEd)	\$ 6,000	\$ 6,000	
Total Year 6	\$ 172,500	\$ 102,000	\$ 70,500
Total Years 5-6	\$ 682,430	\$ 501,930	\$ 180,500

Appendix A: Inkind District Support

District Instructional Materials Support 2018 - 2019	Total	EII Grant	District
SMART Center Stock Clerk	\$ 75,000		\$ 75,000
Summer Interns	\$ 15,000		\$ 15,000
Live Organisms	\$ 10,000		\$ 10,000
FOSS Refurbishment Materials	\$ 60,000.		\$ 60,000
NGSS FOSS (8 schools)	\$ 291,710		\$ 291,710
Total for Instructional Material and Support	\$ 451,711		\$ 451,711

Invoice #000000

Billing Date: mm/dd/yyyy

WestEd
Attention: <Name of Project Director>
Address
City, State, ZIP Code

From: <enter Subcontractor name>
Address
City, State, ZIP Code

Project Name: enter project name
Subcontract Number: s00-00000

Total Subcontract \$ -

Subcontract Number: <enter subcontract no. 00-0000>
Period of Performance: <enter start date - end date>

Billing Period: <enter start month-date-year - end month-date-year>

	Budget	Current Expenses	Cumulative Expenses	Balance
Salaries	\$ -	\$ -	\$ -	\$ -
Benefits	\$ -	\$ -	\$ -	\$ -
Consultants/Other Personnel/	\$ -	\$ -	\$ -	\$ -
Participant Support	\$ -	\$ -	\$ -	\$ -
Total Personnel	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -
Supplies/Materials	\$ -	\$ -	\$ -	\$ -
Postage/Telephone	\$ -	\$ -	\$ -	\$ -
Printing/Graphics	\$ -	\$ -	\$ -	\$ -
Information Services	\$ -	\$ -	\$ -	\$ -
Facility	\$ -	\$ -	\$ -	\$ -
Program Support	\$ -	\$ -	\$ -	\$ -
<Expense not originally budgeted>	\$ -	\$ -	\$ -	\$ -
<Expense not originally budgeted>	\$ -	\$ -	\$ -	\$ -
<Expense not originally budgeted>	\$ -	\$ -	\$ -	\$ -
Total Other	\$ -	\$ -	\$ -	\$ -
Total Direct Costs	\$ -	\$ -	\$ -	\$ -
Indirect Costs	\$ -	\$ -	\$ -	\$ -
Total Costs	\$ -	\$ -	\$ -	\$ -

Total Amount Due

\$ -

I certify that the above expenses have been reviewed and could be traced back to <name of subcontractor> accounting records

Authorized Certifying Official
Remittance should be made payable to:
<name of subcontractor> at the address above
For billing questions, please call <enter contact name and phone number>

File ID Number	18-1731
Introduction Date	9/12/18
Enactment Number	18-1485
Enactment Date	9/12/18 lf
By	



OAKLAND UNIFIED SCHOOL DISTRICT
 Community Schools. Thinking Forward.

**OAKLAND UNIFIED SCHOOL DISTRICT
 Office of the Board of Education**

September 12, 2018

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
 Brenda Tuohy, STEM Director

Subject: Grant Award and Subcontract- WestEd - S. D. Bechtel Jr. Foundation - California Next Generation Science Standards (NGSS) K-8 Early Implementation Initiative - Science Department - Academic and Instructional Innovation Department

ACTION REQUESTED:

Approval by the Board of Education of a Grant Award and Subcontract from WestEd for the S. D. Bechtel, Jr. Foundation, accepting \$555,000.00, to support the California Next Generation Science Standards (NGSS) K-8 Early Implementation Initiative for Years 5 and 6 to include participation in the Core Leadership Training, Director meetings, technical assistance, and piloting instructional materials. Teacher Leader and Expansion Teacher Programs, Principal Support, and provide a full-time project director to oversee the program for years 5 and 6, for fiscal years 2018-2020, pursuant to the terms and conditions thereof, if any.

BACKGROUND:

Grant Award and Subcontract for OUSD Schools for the 2018-2020 fiscal years was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File LD #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
18-1731	Yes	Grant	Oakland Unified School District Schools	This grant award and subcontract will support the California NGSS K-8 Early Implementation Initiative for Years 5 and 6 to include participation in the Core Leadership Training, Director meetings, technical assistance, and piloting instructional materials. Teacher Leader and Expansion Teacher Programs, Principal Support, and provide a full-time project director to oversee the program for years 5 and 6 for the Science Department.	June 1, 2018 - July 1, 2020	S.D. Bechtel Jr. Foundation	\$555,000.00

DISCUSSION:

The District created a Grant Face sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student achievement
- Identify OUSD resources required for program success

OUSD received a Grant Face Sheet and a completed grant application for the program listed in the chart by the school.

FISCAL IMPACT:

The total amount of grants will be provided to OUSD schools from the funders.

- Grants valued \$555,000.00

RECOMMENDATION:

Approval by the Board of Education of a Grant Award and Subcontract for the OUSD Schools for fiscal year 2018-2020, pursuant to the terms and conditions thereof, if any.

ATTACHMENTS:

Grant Face Sheet

Grant Award Letter, WestEd



Subcontract, WestEd

OUSD Grants Management Face Sheet

Title of Grant: California Next Generation Science Standards (NGSS) K-8 Early Implementation Initiative Years 5 and 6 Grant	Funding Cycle Dates: June 1, 2018 – July 1, 2020
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Kathy DiRanna, Director WestEd K-12 Alliance 4665 Lampson Avenue Los Alamitos, CA 90720-5139 714-812-0288	Grant Amount for Full Funding Cycle: \$453,000.00 – Year 5, 7/1/18-6/30/18 \$102,000.00 – Year 6, 7/1/19-6/30/20 Total amount not to exceed <u>\$555,000.00</u>
Funding Agency: S. D. Bechtel, Jr. Foundation P.O. Box 193809 San Francisco, CA 94119-3809	Grant Focus: To support the CA NGSS K-8 Early Implementation Initiative for Years 5 and 6 to include participation in the Core Leadership Training, Director meetings, technical assistance, and piloting instructional materials. Teacher Leader and Expansion Teacher Programs, Principal Support, and provide a full-time project director to oversee the program for years 5 and 6.
List all School(s) or Department(s) to be Served: All OUSD Schools	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This award to support the CA NGSS K-8 Early Implementation Initiative for Years 5 and 6, which provides training (NGSS Summer Institute) on the Next Generation Science Standards and site-based support for implementation to teams of teachers and site leaders from 30 OUSD schools and support the Science Teacher Leader program to provide base-level support to all 86 schools.
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 3.98% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	Impact will be evaluated through: <ul style="list-style-type: none"> - Classroom walkthrough data collected by the NGSS Core Leadership Team - Pre-post site-assessment survey data completed by each participating teacher and site leaders - Student achievement data on the California Science Test (CAST)
Does the grant require any resources from the school(s) or district? If so, describe.	This award requires a matching contribution of \$110K towards this project to fund: <ul style="list-style-type: none"> - .5 FTE project director - Release time and stipends for teachers and principals on the NGSS Core Leadership Team - Stipends for Science Teacher Leaders from all 86 sites
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district's indirect rate of 3.98% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No.
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No.
Who is the contact managing and assuring grant compliance?	Brenda Tuohy, STEM Director Academics and Instructional Innovation Department Oakland Unified School District

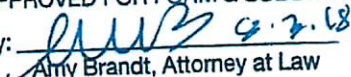
Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal	Wesley Jacques		
Department Head (e.g. for school day programs or for extended day and student support activities)	Sondra Aguilera		7/30/18

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	Marcus Battle		
Superintendent	Kyla Johnson-Trammell		

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE

By:  8.7.18
Amy Brandt, Attorney at Law



K-12 Alliance
4665 Lampson Avenue
Los Alamitos, California 90720-5139
714.812.0288

July 16, 2018

Director, Finance and Contracts
Oakland USD
Oakland, CA

To Whom it May Concern:

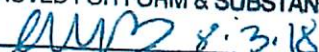
Congratulations. This letter is to inform you that WestEd has received funds from the S.D. Jr., Bechtel Foundation for the CA NGSS K-8 Early Implementation Initiative Years 5 and 6. We are currently working on the district's memorandum of understanding and hope to send you that document in the next two weeks.

Oakland USD will be receiving \$453,000 for Year 5 and \$102,000 for Year 6. The Year 5 funds can be used for expenses from June 1, 2018 through June 30, 2019. The Year 6 funds can be used from July 1, 2019 through June 30, 2020.

If you have questions, please contact Doris Waters (dwaters@wested.org) before July 31, 2018.

Sincerely

Kathy DiRanna
Director
K-12 Alliance @ WestEd

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By:  8.3.18
Amy Brandt, Attorney at Law

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at <https://www.sam.gov/>

SUBCONTRACT

This Subcontract is entered into by and between WestEd and Oakland Unified School District

SECTION A: CONTACTS

<p>Oakland Unified School District Brenda Tuohy 1000 Broadway, Suite 680 Oakland, CA 94607 P: (510) 879-8200 Brenda.Tuohy@OUSD.Org</p>	<p>WestEd Technical: Kathy DiRanna K-12 Alliance Director 400 Seaport Court Redwood City, CA 94063 P: 714.812.0288 kdirann@wested.org</p>	<p>WestEd Contracts: Contracts Management Department 730 Harrison Street San Francisco, CA 94107 P: 415.615.3136 contracts@wested.org</p>	<p>WestEd Billing: Donald Hom A/P Supervisor 4665 Lampson Avenue Los Alamitos, CA 90720 P: 562.799.5121 accountspayable@wested.org</p>
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SECTION B: WORK OR SERVICES

1. Prime Contract Information

Prime Funder: S.D. Bechtel, Jr. Foundation
 Project Name: California K-8 NGSS Early Implementation Initiative
 Prime Contract Number: 8616
 CFDA: N/A

2. Subcontract Term

Start Date: 06/01/2018 End Date: 07/01/2020

3. Work or Services to be completed by Subcontractor (brief description):

Please see attached Exhibit 1, Scope of Work & Budget Detail.

4. Maximum Fees and expenses: \$555,000.00

5. Attachments

The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of this Subcontract.
 See Attached:

- WestEd Terms and Conditions
- Scope of Work & Budget Detail, Exhibit 1
- Small Business Representations, Exhibit 2
- Additional Attachments: Additional Contractual Requirements, Exhibit 3

SECTION C: PAYMENT

- Subcontractor shall invoice WestEd on a monthly basis. All invoices MUST BE received by WestEd no later than fifteen (15) days after the end of the month in which the services were delivered, or the end of the contract period, whichever is earlier. Invoices received after such date MAY NOT BE PAID.
- Subcontractor shall submit monthly invoices in duplicate. An original invoice shall be sent to the **WestEd Billing Contact** with a duplicate sent to the **WestEd Technical Contact** (contact information is provided in Section A above).
- All invoices must include the following: (1) Subcontractor's name, Federal Tax ID, invoice date; (2) Subcontract Number and invoice number; (3) Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent; (4) Name, title, phone number of person preparing the invoice; (5) Authorized signature of certifying official.
- Subcontractor invoices must detail all services performed and/or expenses incurred in accordance with the attached budget. WestEd agrees to pay Subcontractor within 30 days of WestEd's receipt and approval of invoices. In no event shall WestEd be liable for late charges, interest, or penalties for failure to make payment within the time specified herein.



excellence in research, development, and service

SECTION D: AUTHORIZED SIGNATORIES

IN WITNESS WHEREOF, this Subcontract has been executed by the parties hereto.

WestEd

Agreed and accepted:

Authorized Signature

Date Signed:

Name (Print): Michael J. Neuenfeldt

Title: Director of Finance & Contracts

Oakland Unified School District ("Subcontractor")

Agreed and accepted:

Authorized Signature

Date Signed: *Almee Eng* 9/13/18

Name (Print): Almee Eng

Title: President, Board of Education

EIN: *Kyla R. Johnson-Trammell* 9/13/18

Kyla R. Johnson-Trammell
Secretary, Board of Education

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WESTED TERMS AND CONDITIONS

1.0 Allowable Costs: Allowable costs are determined in accordance with the cost principles applicable to the organization incurring the costs, e.g., FAR Subpart 31.2 (commercial organizations), 2 CFR 230 (non-profit organizations), 2 CFR 220 (educational institutions). Specific unallowable costs include, but are not limited to, capitalized equipment with an acquisition cost of \$5,000 or more, foreign travel, entertainment cost, and use of funds to influence legislation or appropriations.

2.0 Certification of Cost & Price: Subcontractor hereby certifies that the fees and expenses charged for the work being conducted for WestEd is the Subcontractor's usual and customary fee. Subcontractor also certifies that Subcontractor is not charging other organizations a lower amount for the same work.

3.0 Records Maintenance, Retention, and Access: Subcontractor shall maintain proper accounting records and supporting documents that reflect all expenditures related to Subcontractor's performance of services under this Subcontract. WestEd may inspect, audit, or engage at its own expense an outside audit firm to review the Subcontractor's books to verify the claimed cost. Subcontractor shall retain all of such records and documents for at least seven (7) years after the final payment under this Subcontract.

4.0 Audit: During the term of this Subcontract and for a reasonable period of time thereafter, WestEd or its agent shall have the right, at periodic intervals and during regular business hours, on Subcontractor's premises, to examine and make copies of all books and records of Subcontractor insofar as they relate to this Subcontract.

5.0 Independent Contractor Status and Responsibilities: In performing its services, Subcontractor shall be an independent contractor with authority and responsibility to control and direct the performance of the services required under this Subcontract, subject to WestEd's general right to inspect work in progress to determine whether the services are being performed in accordance with this Subcontract. All persons hired and/or contracted by Subcontractor shall be Subcontractor's employees and/or subcontractors. Subcontractor shall be responsible for the accuracy, completeness, and adequacy of all services performed by Subcontractor's employees and/or subcontractors and shall ensure that all applicable licensing and operating requirements of the State and County governments and all applicable accreditation and other standards of quality generally accepted in the field of Subcontractor's activities are complied with and satisfactorily met.

Subcontractor voluntarily and knowingly assumes the entire liability (if any such liability is determined to exist) to its employees and/or subcontractors or to other persons for all loss, damage, or injury caused by Subcontractor's employees and/or subcontractors in the course of their employment and/or subcontract. Subcontractor shall be responsible for payment of applicable income, social security, and other State or County taxes and fees, and all statutory benefits including, without limitation, Workers' Compensation, Unemployment Insurance and Temporary Disability Insurance.

6.0 No Alteration of Contract: No alteration, addendum, modification, or waiver of the terms of this Subcontract shall be valid unless made in writing and signed by both parties, and no oral understanding or agreement not incorporated herein shall be binding on either of the parties. No inline delineation or alteration shall be accepted or bind WestEd.

7.0 Termination: 7.1 It is mutually agreed that either party may cancel this Subcontract before performance is completed by giving written notice to the other party at least thirty (30) days before the termination date.

7.2 WestEd may terminate this Subcontract immediately upon termination by the prime funder under which this Subcontract is being performed by giving written notice to the Subcontractor.

7.3 In the event of a termination under Section 7.1 or 7.2, WestEd shall reimburse Subcontractor for work performed under the Subcontract up to and including the date of termination, which are invoiced and submitted to WestEd in accordance with the attached Scope of Work and Budget.

8.0 Subcontracts and Assignments: Except as specifically stated herein above, Subcontractor shall not subcontract or assign any part of the services to be performed under this Subcontract without the prior written consent and approval of WestEd.

9.0 Indemnification: Subcontractor agrees to indemnify and hold harmless WestEd, its officers, employees and agents from all claims, liabilities and losses by whomever asserted arising out of acts or omissions of Subcontractor, its officers, employees and agents in the performance of this Subcontract, except those arising by reason of the sole negligence of WestEd, its officers, employees and agents. This provision will survive termination of this Subcontract.

10.0 Intellectual Property Ownership: Subcontractor agrees to convey ownership to any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code that was first conceived or first actually reduced to practice in the performance of the work under this Subcontract. Subcontractor hereby conveys to WestEd any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code that was first conceived or first actually reduced to practice in the performance of the work under this Subcontract. Subcontractor agrees that any information, design, expression, computer program or other work that is or may be copyrighted under U.S. copyright law first created or developed in the performance of the work under this Subcontract shall be a work made for hire, as defined by Title 17, Section 101, of the United States Code, for the benefit of WestEd. Subcontractor further agrees that any other information or data first created or developed in the performance of work under this Subcontract, including that which may be subject to protection as a trade secret, shall be proprietary to WestEd. This provision will survive termination of this Subcontract.

All pre-existing WestEd data and materials provided to Subcontractor by WestEd to assist in the performance of this Subcontract shall remain WestEd's property. WestEd hereby authorizes Subcontractor to have access to and make use of the data and/or materials as is appropriate for the performance by Subcontractor of its obligations under the Subcontract. Upon expiration or termination of the Subcontract for any reason, Subcontractor shall request instructions from WestEd regarding whether Subcontractor should: (1) erase or destroy the data files and/or materials maintained by the Subcontractor or (2) return the data and/or materials to WestEd. Subcontractor may not utilize the data and/or materials for any purpose other than in performing services for WestEd pursuant to this Subcontract.

11.0 Warranties: Subcontractor warrants that all services performed under this Subcontract shall be performed consistent with prevailing industry standards. If WestEd determines that Subcontractor has failed in the performance of this Subcontract, Subcontractor will be given fifteen (15) days to complete any required corrective action. If Subcontractor is unable to correct the performance issue, WestEd shall be entitled to terminate the contract immediately at the conclusion of the fifteen (15) day period and to recover all fees paid to Subcontractor for the deficient services.

WESTED TERMS AND CONDITIONS

12.0 Authority to Sign: Both parties executing this Subcontract acknowledge and warrant that they possess the authority to enter into this Subcontract on behalf of their respective companies.

13.0 Governance / Compliance: This Subcontract shall be governed by the laws of the State of California, without giving effect to conflict of law principles. Subcontractor shall also comply with all applicable Federal and state laws, regulations, standards, orders, and requirements.

14.0 Disputes: The parties will attempt to settle any dispute, claim or controversy arising out of or relating to this Subcontract or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope (hereinafter a "Dispute"), through good faith negotiations. Such negotiations shall take place face to face, between representatives authorized to settle the Dispute, within 30 days from the date one party provides the other party with written notice of a Dispute and the legal and factual basis for such Dispute (hereinafter the "Negotiations"). Only in the event that a Dispute cannot be resolved through such good faith Negotiations, either party may submit the Dispute to arbitration in San Francisco, California. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. No party shall file an arbitration demand or complaint until the parties have engaged in good faith Negotiations and such Negotiations have ended in an impasse. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Notwithstanding the foregoing, no Dispute concerning a party's or a third party's rights in or to intellectual property protected in accordance with Federal law (an IP Dispute") shall be subject to arbitration and any such IP Dispute may be filed only in a federal court of competent jurisdiction, subject to the obligation to participate in Negotiations, as set forth herein.

15.0 Insurance: Without in anyway limiting the Subcontractor's liability pursuant to Section 9.0, Indemnification, of this Subcontract, Subcontractor shall procure and maintain during the full term of this Subcontract the following insurance amounts and coverage:

(a) Comprehensive General Liability with limits not less than \$1,000,000 each occurrence combined Single Limit for Bodily Injury and Property Damage;

(b) Comprehensive or Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for Owned, Non-owned and Hired Vehicles, as applicable;

(c) Worker's Compensation Insurance, with Employer's Liability limits not less than \$1,000,000 each accident;

(d) Professional Liability (E & O) Insurance with limits not less than \$1,000,000 each occurrence;

(e) Subcontractor shall name WestEd as additional insured. Subcontractor shall provide WestEd with appropriate certificate(s) of insurance, including an updated certificate in the event the certificate originally provided expires during the performance period of the Subcontract. Subcontractor also understands and agrees that WestEd may withhold payment for services for any violations of the insurance provisions of this Subcontract.

16.0 Subcontractor Conflict of Interest: 16.1 The Subcontractor warrants that, to the best of the Subcontractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined as, activities or relationships with other persons, organizations or any other third party which would cause the Subcontractor to be unable or potentially unable to render impartial assistance or advice to WestEd, or the Subcontractor's objectivity in performing the work might be otherwise

impaired, or resulting in an unfair competitive advantage, or that the Subcontractor has disclosed all such relevant information to WestEd.

16.2 The Subcontractor agrees that if an actual or potential organizational conflict of interest is discovered after this Subcontract is executed, the Subcontractor will make a full disclosure in writing to WestEd. This disclosure shall include a description of actions which the Subcontractor has taken or proposes to take, after consultation with WestEd, to avoid, mitigate, or neutralize the actual or potential conflict.

16.3 WestEd may terminate for convenience this Subcontract, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Subcontractor was aware of a potential organizational conflict of interest prior to the execution of this Subcontract or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to WestEd, WestEd may terminate the Subcontract for default, or pursue such other remedies as may be permitted by law or this Subcontract.

17.0 Confidentiality: All materials, products, documents, and other information of WestEd are proprietary and confidential, and may not be used, disclosed, or otherwise published by Subcontractor without WestEd's expressed written consent.

18.0 Non-Discrimination in Employment: The Equal Employment Opportunity clauses of Executive Order 11246, section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans' Readjustment Assistance Act are hereby incorporated by reference if applicable based on the size of this Subcontract and the work to be performed and/or the goods or services involved. This Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

19.0 Severability: If any provision of this Subcontract is found by a court to be void, invalid or unenforceable, this Subcontract will either be reformed to comply with applicable law or the provision in question will be stricken so as not to affect the validity or enforceability of the remainder of this Subcontract.

20.0 Counterparts: This Subcontract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

21.0 Notices: Any notice or other communication shall be in writing, and will be considered to have been given if delivered by hand or sent by certified United States mail, return receipt requested, or by commercial courier service to the other party at the address stated above or to such other address as may be specified by either party in a notice to the other. Notice is effective upon receipt.

22.0 Entire Agreement: This Subcontract, together with Exhibits hereto, is the entire agreement of the parties and supersedes any prior agreements between them, whether written or oral, with respect to the subject matter hereof.

WESTED TERMS AND CONDITIONS

23.0 Order of Precedence: In the event of a discrepancy between these terms and conditions and any additional exhibits or attachments, the language of these terms and conditions will prevail.

Scope of Work Years 5-6 Oakland Unified School District

The goals of the California K-8 Early Implementation Initiative are to: 1) develop district capacity to lead the quality implementation of the Next Generation Science Standards districtwide; 2) provide leadership professional learning experiences for the Core Leadership Team; 3) provide professional learning experiences for the Teacher Leaders and expansion teachers in content and pedagogy; 4) provide professional learning experiences for district and site administrators; 5) establish a "community of practice" with other participating districts and charters to share strategies, processes and tools for implementation; 6) enable districts and charters to beta test instruction, assessment and planning tools and to disseminate to other interested LEAs.

The California NGSS K-8 Early Implementation Initiative has been extended for an additional two years. This Scope of Work builds on the previous four years and addresses Years 5-6 (2018-2019; 2019-2020).

WestEd (K-12 Alliance) will continue to work with the project directors to develop and implement the Initiative; support districts with professional learning experiences in conjunction with institutes of higher education and other professional development providers; and, provide direct technical assistance to the districts. The K-12 Alliance will serve as the fiscal and operational manager of the program.

Subcontractor Responsibilities

Oakland Unified School District will continue to:

- Implement:
 - a. K-5 science education as a core subject in the district's schools
 - b. the SBE-preferred CA Integrated Model for grades 6-8
 - c. Sustain NGSS district-wide implementation
- Participate in:
 - a. Project Director/Regional Director meetings: 6-8 meeting per year as a think tank and sharing venue for implementation successes and challenges
 - b. Core Leadership Training: At least three elementary, three middle school 2 elementary principals, 1 middle school principal, three science department attend Training in January and June 2019 and January and June 2020.

- c. **Technical Assistance days:** 12 days in Year 5 and 10 days in Year 6 from the K-12 Alliance Regional Director to assist the CLT with implementation. Topics are district choice
- d. **Piloting of Instructional Materials:** The district has adopted FOSS for elementary and is beginning a process for middle school (CLT and TL will help in that process). CLT and TL will help schools with implementation of the materials using 8 pilot schools to assist with the 48 other schools.
- e. **Teacher Leader and Expansion Teacher Programs**
- **Institutes:** Approximately 120 teachers and principals will attend the Summer Institute co-facilitated by the CLT. Approximately 80 teachers will participate in the full 4 days while principals will participate in 1 day. Attendees will have 2 one-half day follow-ups to the summer institute. CLT and TL will provide professional learning during the school year for those not able to attend the summer institute
 - **Site plan for NGSS:** each site attending the summer program will develop, with the assistance of the CLT and TL, a site-based plan for the implementation of NGSS that includes whole school participation.
 - **TLC like experience:** for those schools that wish to support TLCs, the Core Leadership Team will provide facilitation
 - **Teacher Leader professional development with CLTs (e.g., mentoring, leadership and presenting at site and grade level meetings)**
 - **Science Teacher Leaders for every school will serve as liaisons for materials, assessment and information.** They will attend 8 meetings per year with the Science Department.
 - **New Teacher Support:** Science Department and TLs will provide a full day professional learning for elementary teachers and a multi-day program for secondary teachers
 - **Buy-back days:** Science Department and TLs will offer ½ day trainings for full teams from elementary schools during the two district staff development days
- f. **Principal Support:** CLT principals will partner with 1-2 sites with principals new to NGSS to assist in implementation. All principals are asked to support implementation at their site; there are weekly professional learning in Networks of 15-20 principals to help with this effort. Principals will participate in one day of the summer institute; conduct learning walk throughs; ensure that teachers are teaching science; provide time for regular PLC, etc.

Principals can also participate in mentoring programs through the PLUS program

- g. Superintendent Roundtable: 1-day meeting in 2019 and 2020 with Superintendents and other invited guest (e.g. Project Director) from other participating LEAS
- h. Yearly evaluations of the initiative (led by WestEd).
- Provide:
 - a. A full-time project director to oversee the program for years 5 and 6
 - b. Financial resources (though LCFF and LCAP, etc.) in years 5 and 6 to support project director, teacher stipends and release time, professional learning opportunities as noted on the budget.
 - c. Release Time
 - CLT: to meet for technical assistance days, and attend Core Leadership Trainings in January 2019 and January 2000
 - Teacher Leaders and expansion teacher as noted in the budget
 - d. Opportunities for on-site implementation (e.g., dedicated PLC time) in Years 5-6 for Teacher Leaders and Expansion Teachers
 - e. District-wide professional learning for all K-8 teachers of science
 - f. Facilities and incentives for after school professional learning experiences for district teachers
 - g. Financial records of expenditures and include them with a yearly summary of the district's work with the Initiative, to be included in the funder's annual report.

Reporting

The attached budget is for Years 5 and 6. Year 5 includes the summer institute expenses. Attachment A is addition funds that the district will provide to support the implementation of NGSS

The district will maintain financial records, and a summary of district activities and their impact on the district-wide implementation related to the Initiative's work on a yearly basis. The district shall submit an interim report on May 31, 2019 and a final report on June 30, 2020. Information in these reports will be shared with the funder in WestEd's annual report

Sub Contract Budget-Oakland Unified School District

Year 5: 2018 - 2019	Total	EII Grant	District
CLT Teacher Release time 12 days @ \$175 x 6 teachers	\$ 12,600		\$ 12,600.
Core Leadership Teacher Stipends \$4000 x 9 teachers	\$ 36,000	\$ 36,000	
Project Director Salary and Benefits at approximately \$120,000	\$ 120,000	\$ 60,000.	\$ 60,000
3 CLT Principal Stipends @ \$2000 (paid directly by WestEd)	\$ 6,000.	-	-
30 Principals (at TL schools not on CLT) stipends @ \$1000	\$ 30,000	\$ 30,000	
Teacher Leader Stipends \$1500 x 76 teachers	\$ 114,000	\$ 76,600.	\$ 37,400
Summer Institute grades K-8:			
Teacher Stipends \$800 x 120 teachers (institute)	\$ 96,000	\$ 96,000	
Teacher Stipends \$200 x 120 teachers x 2 (Saturday follow-ups)	\$ 48,000	\$ 48,000	
Institute Costs (food, rental, materials)	\$ 19,200	\$ 19,600	
Cadre Presenters (paid directly from WestEd)	\$ 54,000	\$ 54,000	
Curriculum and Pedagogy TL Presenters	\$ 32,800	\$ 32,800.	
Institute Subtotal	\$ 250,000		
Total Year 5	\$ 563,000	\$ 453,000	\$ 110,000

Year 6: 2019 - 2020	Total	EII Grant	District
CLT Teacher Release time 10 days @ 175 x 6 teachers	\$ 10,500		\$ 10,500
Core Leadership Teacher Stipends \$4000 x 9 teachers	\$ 36,000	\$ 36,000	
Project Director Salary and Benefits at approximately \$120,00	\$ 120,000	\$ 60,000	\$ 60,000
3 CLT Principal Stipends @ 2000 (paid directly by WestEd)	\$ 6,000	\$ 6,000	
Total Year 6	\$ 172,500	\$ 102,000	\$ 70,500
Total Years 5-6	\$ 735,500	\$ 555,000	\$ 180,500

* Funding under this Subcontract # S-00015791 shall not exceed \$555,000. The following budget represents the total costs of the project to the district (under the Total column), inclusive of (1.) grant dollars provided by WestEd through this subcontract (under the Grant column) as well as (2.) dollars committed by the Subcontractor (under the District column).

Appendix A: Inkind District Support

District Instructional Materials Support 2018 - 2019	Total	EII Grant	District
SMART Center Stock Clerk	\$ 75,000		\$ 75,000
Summer Interns	\$ 15,000		\$ 15,000
Live Organisms	\$ 10,000		\$ 10,000
FOSS Refurbishment Materials	\$ 60,000.		\$ 60,000
NGSS FOSS (8 schools)	\$ 291,710		\$ 291,710
Total for Instructional Material and Support	\$ 451,711		\$ 451,711

Invoice #000000

Billing Date: mm/dd/yyyy

WestEd
Attention: <Name of Project Director>
Address
City, State, ZIP Code

From: <enter Subcontractor name>
Address
City, State, ZIP Code

Project Name: enter project name
Subcontract Number: s00-00000

Total Subcontract \$ -

Subcontract Number: <enter subcontract no. 00-0000>
Period of Performance: <enter start date - end date>

Billing Period: <enter start month-date-year - end month-date-year>

	Budget	Current Expenses	Cumulative Expenses	Balance
Salaries	\$ -	\$ -	\$ -	\$ -
Benefits	\$ -	\$ -	\$ -	\$ -
Consultants/Other Personnel/	\$ -	\$ -	\$ -	\$ -
Participant Support	\$ -	\$ -	\$ -	\$ -
Total Personnel	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -
Supplies/Materials	\$ -	\$ -	\$ -	\$ -
Postage/Telephone	\$ -	\$ -	\$ -	\$ -
Printing/Graphics	\$ -	\$ -	\$ -	\$ -
Information Services	\$ -	\$ -	\$ -	\$ -
Facility	\$ -	\$ -	\$ -	\$ -
Program Support	\$ -	\$ -	\$ -	\$ -
<Expense not originally budgeted>	\$ -	\$ -	\$ -	\$ -
<Expense not originally budgeted>	\$ -	\$ -	\$ -	\$ -
<Expense not originally budgeted>	\$ -	\$ -	\$ -	\$ -
Total Other	\$ -	\$ -	\$ -	\$ -
Total Direct Costs	\$ -	\$ -	\$ -	\$ -
Indirect Costs	\$ -	\$ -	\$ -	\$ -
Total Costs	\$ -	\$ -	\$ -	\$ -

Total Amount Due

\$ -

I certify that the above expenses have been reviewed and could be traced back to <name of subcontractor> accounting records

Authorized Certifying Official

Remittance should be made payable to:

<name of subcontractor> at the address above

For billing questions, please call <enter contact name and phone number>

SMALL BUSINESS REPRESENTATIONS

Subcontractor represents that, under the Small Business Administration Regulation and other related laws and regulations, it is a (check all that are applicable):

- Small Business
- Large Business
- Non-Profit
- Other (please explain): local education agency / government *nan*

And operated as (please check as many as applicable; if not applicable, indicate "N/A" in other):

- Minority-Owned
- Woman-Owned
- Veteran-Owned
- Service-Disabled Veteran-Owned Business
- HUBZone Business
- Other (please explain): local education agency / government *nan*



ADDITIONAL CONTRACTUAL REQUIREMENTS

Pursuant to the S.D. Bechtel, Jr. Foundation's Prime Agreement with WestEd the following provisions are hereby incorporated into this Subcontract. When necessary to make the context of these clauses applicable to the Subcontract, the term "Grant Agreement" shall mean "Subcontract" and "Grantee" shall mean "Subcontractor" as appropriate. Subcontractor agrees to comply with all terms and conditions of the Prime Agreement, as applicable, including but not limited to the following:

1. **Prohibited Uses.** Grantee agrees that no portion of the Grant Amount shall be used (a) to influence the outcome of any specific election for candidates to public office, (b) to carry on, directly or indirectly, any voter registration drive, (c) to induce or encourage violations of law or public policy, (d) to cause any private inurement or improper private benefit to occur, (e) to take any action that would or reasonably could jeopardize Grantee's tax-exempt status, or (f) for any non-charitable purpose, as defined by the Internal Revenue Code and applicable Treasury Regulations ("IRC" or "Code").
2. **Lobbying.** Grantee is prohibited from using Grant funds to influence legislation within the meaning of Section 4945(e) of Code. This prohibition does not prevent Grantee from using grant funds for communication outside the meaning of Section 4945(e), such as communications with government officials urging executive or administrative action, or communications with legislators that do not refer to any specific legislation or that refer to specific legislation without reflecting a view on it; Grantee may also use Grant funds for communications excepted from Section 4945(e) such as the dissemination of nonpartisan analysis, study, or research, or certain responses to requests from a legislative or government agency for comments on legislation. Grantee shall not conduct any activity, such as making ballot measure contributions, that would require Grantee to report the Grantor as a donor under any applicable federal, state, or local campaign finance disclosure law, such as the California Political Reform Act.
3. **Publicity; Use of Trademarks.** Other than for its own internal reporting purposes, Grantee shall not use Grantor's tradename(s), trademark(s), or logo(s), or the name "Bechtel", in any written materials, public announcements or other media, including but not limited to press releases, brochures, website content and social media, to disclose or describe the Grant in any detailed way, without the prior written consent of Grantor; provided, however that it shall be permissible for Grantee to refer to the mere existence of the Grant, and the general nature of the work done in connection with it, in future applications similar grants. Grantee hereby grants to Grantor the right to publicize or otherwise refer to the Grant, for any purpose and in any media, in Grantor's discretion.
4. **Accounts and Record-Keeping.** Grantee shall account for all Grant funds as a restricted asset and shall maintain books to show them separately from Grantee's other assets; only expenditures in furtherance of Grant purposes may be charged against the Grant funds on Grantee's books. Grantee shall maintain adequate records to substantiate its expenditures from Grant funds. Grantee shall make its books and records relating to the Grant available for review and audit by Grantor upon Grantor's request throughout the Grant Duration and for at least four (4) years after the end of the Grant Duration, and comply with any Grantor requests for information or interviews of Grantee's personnel regarding use of Grant funds.
5. **Interest-bearing Account.** Grantee shall promptly deposit and maintain all Grant funds received in an interest-bearing account until they are expended or otherwise transferred in accordance with this Agreement. Grantee may commingle Grant funds with other funds of Grantee in such account.



6. Changes in Key Personnel or Project Activities. Grantee shall notify Grantor immediately of any anticipated or actual changes in key personnel of Grantee or the program or activity funded by the Grant. Grantee acknowledges and agrees that changes in key personnel or changes in the program or activity funded by the Grant may lead to the termination of this Agreement or the addition of terms, conditions or other limitations.

7. No Assignment or Delegation. Grantee shall not assign or otherwise transfer its rights or delegate any of its obligations under this Agreement without the prior written consent of Grantor.

8. Insurance. Grantee shall maintain insurance with one or more reputable insurance companies or self-insure in such amounts and covering such risks as is prudent and is usually carried by organizations engaged in activities similar to Grantee's. Grantee shall furnish Grantor with evidence of insurance on this Grant upon Grantor's request.

9. Indemnification. Grantee agrees to defend, indemnify, and hold harmless Grantor, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) arising from or in connection with any negligent or willful act or omission of Grantee, its employees, or agents, in applying for or accepting the Grant, in expending or applying the Grant funds, or in carrying out any project or program to be supported by the Grant, except to the extent that such claims, liabilities, losses, or expenses arise from any act or omission of Grantor, its officers, directors, employees, or agents.

10. Termination and Modifications by Grantee. Grantee shall not terminate, modify or redirect any Grant funds in any material way, or change the due date for any reports required by this Agreement, without the prior written consent of Grantor. Grantee may provide Grantor with a written request that includes the reason for the termination or material modification or redirection of Grant funds or change in reporting date. Grantor may request additional information from Grantee in its discretion, and reserves the right to deny Grantee's request. If Grantee terminates, modifies or redirects the Grant without Grantor's written consent, Grantor may terminate this Agreement and demand the immediate return of any portion of the Grant Amount spent in breach of this Agreement, with accrued interest.

11. Termination and Modifications by Grantor. Grantor reserves the right to curtail or terminate this Agreement if Grantor reasonably determines that the purposes of this Grant, or the terms and conditions of this Agreement, are not being met or are not likely to be met. Grantor will provide Grantee reasonable written notice prior to modification or termination of this Agreement to discuss Grantor's concerns. Should Grantor decide to modify or terminate this Agreement, Grantee shall return any portion of the Grant Amount not spent or committed at the time of Grantor's notice, including any interest earned thereon, as well as any amounts not used for the charitable purposes of the Grant, within thirty (30) days of Grantor's notice.

12. Waiver. Any failure to exercise a right and any delay in exercising a right under this Agreement shall not be deemed a waiver of that right or any other rights by Grantor, nor shall any partial exercise of a right under this Agreement preclude any additional or further exercise of that or any other right. No term or provision hereof may be waived except in writing signed by a duly authorized officer of Grantor.

13. Publications; License. Any information contained in work product funded by the Grant, including all publications, studies, or research, shall be made available to the public following such reasonable requirements or procedures as Grantor may establish from time to time. Rights to any intellectual property created in part or wholly with funds under this Agreement vests solely with the Grantee. Grantee agrees to



grant to Grantor an irrevocable, nonexclusive license to use or publish any such work product at the request and in the sole discretion of Grantor.

14. No Agency. Grantee is solely responsible for all activities supported by Grant funds, the content of any product created with Grant funds, and the manner in which such products may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.

15. Consultation with Legal Counsel. Grantee acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by reference to the IRC. Grantee agrees that if Grantee has any doubts about its obligations under this Agreement, including those incorporated by reference to the IRC, Grantee will promptly consult its legal counsel.

16. Severability. In the event that any part of this Agreement is deemed unenforceable pursuant to applicable laws by an authority having jurisdiction, such part shall be severable from the rest of this Agreement, which shall remain in full force and effect as if the unenforceable part were deleted.