

File ID Number	25-2309
Introduction Date	10/8/25
Enactment Number	
Enactment Date	
By	



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
Community Schools, Thriving Students

**OAKLAND UNIFIED SCHOOL DISTRICT**

**Office of the Board of Education**

October 8, 2025

To: Board of Education

From: Denise G. Saddler, Interim Superintendent  
Sondra Aguilera, Chief Academic Officer  
Vanessa Sifuentes, High School Network Superintendent  
Rebecca Lacocque, Director, Linked Learning

Subject: Subagreement - National Science Foundation via WestEd - Talking CS: Using Language to Broaden Participation and Improve Conceptual Understanding Project - High School Linked Learning

**ACTION REQUESTED:**

Acceptance by the Board of Education of a Subagreement, Number #S-00021617, in the amount of \$373,650.00, from the National Science Foundation via WestEd, to support the project management, Design and implementation of CS language routines, and disseminate project findings for the Talking CS Using Language to Broaden Participation and Build Conceptual Understanding Project, as described in the agreement, via the High School Linked Learning Office, for the period of June 1, 2025 to December 31, 2027, pursuant to the terms and conditions thereof, if any.

**BACKGROUND:**

Subagreement for OUSD schools for the 2025-2027 fiscal year was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
25-2309	Yes	Grant	Oakland Unified School District, High School Linked Learning Office	To support the development of effective language routines and evaluate the effectiveness of the routines. The development of these language routines will allow more students to access Computer Science content at a high level. These will support ways of thinking and talking about content in a way that allows students to make sense of what they are learning without modifying the content to make it easier.	6/1/25 - 12/31/27	National Science Foundation via WestEd	\$373,650.00

**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 at: \$373,650.00

**RECOMMENDATION:**

Approval by the Board of Education of a Subagreement for high schools via the High School Linked Learning Office for fiscal years 2025-2027, pursuant to the terms and conditions thereof, if any.

**ATTACHMENTS:**


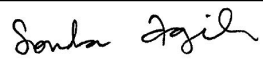
Grant Face Sheet

Subagreement #S-00021617

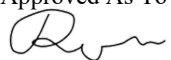
## OUSD Grants Management Face Sheet

<b>Title of Grant:</b>		<b>Funding Cycle Dates:</b>
Talking CS: Using Language to Broaden Participation and Improve Conceptual Understanding		6/1/2025 to 12/31/2027
<b>Grant's Fiscal Agent: (contact's name, address, phone number, email address)</b>		<b>Grant Amount for Full Funding Cycle:</b>
WestEd		<b>\$373,650.00</b>
Contracts Management Department 730 Harrison Street San Francisco, CA 94107		
(415) 615-3136		
contracts@wested.org		
<b>Funding Agency:</b>		<b>Grant Focus:</b>
<b>National Science Foundation</b>		1. Adapt a series of classroom language routines, which were originally designed for math and data science, for teaching the middle school Algorithms and Programming computer science content standards.
		2. Establish a professional learning community (PLC) of middle school computer science teachers to share knowledge and best practices for using the language routines in their classrooms. Conduct a series of research studies to better understand: a) how to structure computer science (CS)-specific language routines and integrate them within an existing middle school CS curriculum; b) what supports are needed so middle school CS teachers can implement the routines effectively, and c); how the inclusion of language routines affects students' sense of belonging, self-efficacy, and conceptual understanding of core CS content.
<b>List all School(s) or Department(s) to be Served:</b>		
All 6th-8th grade OUSD middle schools		

Information Needed	School or Department Response	
How will this grant contribute to sustained student achievement or academic standards?	The development of these language routines will allow more students to access Computer Science content at a high level. These will support ways of thinking and talking about content in a way that allows students to make sense of what they are learning without modifying the content to make it easier.	
How will this grant be evaluated for impact upon student achievement?  <b>(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 3.89% 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.)</b>	This is a research grant, the primary goal is to develop effective language routines. Our research partner WestEd will be evaluating the effectiveness of the routines.	
Does the grant require any resources from the school(s) or district? If so, describe.	No	
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?  <b>(If yes, include the district's indirect rate of 3.89% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)</b>		
Will the proposed program take students out of the classroom for any portion of the school day? <b>(OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)</b>	No	
Who is the contact managing and assuring grant compliance? <b>(Include contact's name, address, phone number, email address.)</b>	Name/Title:	Sam Berg
	Site:	912
	Address:	
	Phone:	510-779-8277
	Email:	sam.berg@ousd.org

<b>Applicant Obtained Approval Signatures:</b>		
<b>Name/s</b>	<b>Entity</b>	<b>Signature/s</b> <b>Date</b>
Vanessa Sifuentes	Department Chief	
Sondra Aguilera	Chief Academic Officer	 9/12/25
<b>Grant Office Obtained Approval Signatures:</b>		
<b>Name/s</b>	<b>Entity</b>	<b>Signature/s</b> <b>Date</b>
Lisa Grant-Dawson	Senior Business Officer	
Kyla Johnson-Trammell	Superintendent	

Approved As To Form by OUSD Legal Department:

 05/29/25

Roxanne De La Rocha, Staff Attorney

## SUBAGREEMENT

Subagreement Number: S-00021617

Cost Code: 00D140

This Subagreement is entered into between WestEd and the Subcontractor named in Section A below.

### SECTION A: CONTACTS

#### Subcontractor: Oakland Unified School District (USD) ("Subcontractor")

#### Oakland Unified School District (USD) Technical Contact:

Sam Berg  
Computer Science Coordinator  
1000 Broadway, Suite 150  
Oakland, CA 94607  
P: 510-879-2538  
sam.berg@ousd.org

#### WestEd

#### WestEd Technical Contact:

Yvonne Kao  
Director, Learning and Technology  
385 Moffett Park Drive  
Sunnyvale, CA 94089  
P: (650) 381-6404  
ykao@wested.org

#### WestEd Contracts Contact:

Contracts Management Department  
730 Harrison Street  
San Francisco, CA 94107  
P: 415.615.3136  
contracts@wested.org

#### WestEd Billing Contact:

Accounts Payable Department  
3020 Old Ranch Parkway  
Suite 220  
Seal Beach, CA 90740  
P: 562.799.5121  
accountspayable@wested.org

### SECTION B: WORK OR SERVICES

#### 1. Subagreement Term

Start Date: 01/01/2025

End Date: 12/31/2027

#### 2. Work or Services to be Completed by Subcontractor (brief description)

See Exhibit 1, Scope of Work.

#### 3. Maximum Fees and Expenses to be Paid by WestEd

\$373,650.00

#### 4. 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 Subagreement.

See Attached:

<input checked="" type="checkbox"/>	WestEd Terms and Conditions
<input checked="" type="checkbox"/>	Exhibit 1, Scope of Work
<input checked="" type="checkbox"/>	Exhibit 2, Budget Detail
<input checked="" type="checkbox"/>	Exhibit 3, Small Business Representations
<input checked="" type="checkbox"/>	Exhibit 4, FFATA Questionnaire
<input checked="" type="checkbox"/>	Exhibit 5, Pre-Award Questionnaire
<input checked="" type="checkbox"/>	Exhibit 6, Additional Contractual Requirements

### SECTION C: PRIME FUNDING INFORMATION

**Prime Funder:** National Science Foundation (NSF)

**Project Name:** Talking CS: Using Language to Broaden Participation and Improve Conceptual Understanding

**Prime Contract/Grant Number:** 2434715

**CFDA/ALN:** 47.076

**Federal Funds:** If specified below, WestEd's payments to Subcontractor under this Subagreement will be paid in whole or in part by



funds received by WestEd from the U.S. Federal Government.

- ☐ Payments to Subcontractor **will not** be made in whole or in part with federal funds.
- ☒ Payments to Subcontractor **will** be made in whole or in part with federal funds, with categorization provided below.
- ☒ Subcontractor is categorized as a subrecipient/subgrantee
- ☐ Subcontractor is categorized as a contractor

SECTION D: 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 and invoice date; (2) Subagreement 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, and 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 sixty (60) days of WestEd's acceptance that the work is fully and satisfactorily completed and 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.

SECTION E: AUTHORIZED SIGNATORIES

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

WestEd

Agreed and accepted:

Authorized Signature

Name: Rajwant Virk

Title: Contracts Department Manager

Date:

Oakland Unified School District (USD) ("Subcontractor")

Agreed and accepted:

Authorized Signature

Name:


Title:

Date:

EIN/Tax ID#:

WestEd and Subcontractor hereby enter into this Subagreement ("Subagreement") for the performances of the services set forth above in Section B (2).

Approved As To Form by OUSD Legal Department:



05/29/25

Roxanne De La Rocha, Staff Attorney

# **WestEd Subagreement: Terms and Conditions**

## **GENERAL PROVISIONS**

### **1.0 Independent 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 Subagreement, subject to Subcontractor's general right to inspect work in progress to determine whether the services are being performed in accordance with this Subagreement. 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 federal, state, and county licensing and operating requirements 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 contract. Subcontractor shall be responsible for payment of applicable income, social security, and other federal, state, or county taxes and fees, and all statutory benefits including, without limitation, Workers' Compensation, Unemployment Insurance, and Temporary Disability Insurance.

### **2.0 Warranties**

Subcontractor warrants that all services performed under this Subagreement shall be performed consistent with prevailing industry standards. If WestEd determines that Subcontractor has failed in the performance of this Subagreement, 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 Subagreement immediately at the conclusion of the fifteen (15) day period and to recover all fees paid to Subcontractor for the deficient services.

## **DATA PROPRIETARY RIGHTS AND PRIVACY, LEGAL PROTECTION, AND TERMINATION**

### **3.0 Intellectual Property Ownership and Limited License to Use**

**3.1** WestEd is and will remain the sole and exclusive owner of any newly created data, documents, information, and other materials ("Work Product") developed by or for WestEd under this Subagreement, and of any pre-existing Work Product owned by WestEd that is accessed in the performance of this Subagreement or included in any Work Product that is provided by WestEd to Subcontractor under this Subagreement, including any and all intellectual property rights in such newly created and pre-existing Work Product.

**3.2** Subcontractor agrees to convey, and hereby does convey and assign, to WestEd all right, title, and interest in and 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 Subagreement. Subcontractor agrees that any information, design, expression, computer program, or other work that is or may be copyrightable subject matter under Title 17

of the United States Code first created or developed in the performance of the work under this Subagreement shall be a "work for hire," as defined by Title 17, Section 101, of the United States Code, for the benefit of WestEd such that WestEd is the author of such work for purposes of ownership and registration of the copyright. To the extent any such work might not be deemed a "work for hire" Subcontractor agrees to convey, and hereby does convey and assign, all right, title, and interest in and to the copyright in the work to WestEd. Subcontractor further agrees that any other information or data first created or developed by Subcontractor in the performance of work under this Subagreement, including that which may be subject to protection as a trade secret, shall be proprietary to WestEd. This provision will survive termination of this Subagreement.

**3.3** All pre-existing WestEd data and materials provided to Subcontractor by WestEd to assist in the performance of this Subagreement 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 Subagreement. Subcontractor receives no authorization, permission, or license to use WestEd data and materials other than for Subcontractor's compliance with this Subagreement. Any such authorization, permission, or license automatically terminates with the expiration or termination of this Subagreement.

**3.4** Upon expiration or termination of this Subagreement for any reason, Subcontractor shall promptly request instructions from WestEd regarding whether Subcontractor should: (a) Erase or destroy any pre-existing WestEd Work Product and/or newly developed Work Product created or maintained by Subcontractor; or (b) Return the pre-existing and/or newly developed Work Product to WestEd. Subcontractor shall promptly comply with WestEd's instructions. This provision shall survive termination of this Subagreement.

### **4.0 Confidential Information**

**4.1** If the parties have previously or concurrently entered into a Confidential Nondisclosure Agreement ("NDA"), that NDA is attached hereto as Exhibit\_\_\_ and incorporated herein by reference. If the parties have not entered into such NDA, the following provisions apply.

**4.2** The party disclosing Confidential Information is the "Disclosing Party"; the party receiving the disclosed Confidential Information is the "Receiving Party."

**4.3** "Confidential Information" shall mean and include, where appropriate and without limitation, all technical, financial, and business information of any kind whatsoever, such as, for example and not limitation, data, specifications, proposals research projections, processes, techniques, technology, ideas, know-how, improvements, inventions (whether or not patentable or copyrightable), trade secrets, formulae, information concerning research or development by or for the Disclosing Party, information which is or has been generated or received in confidence by or for the Disclosing Party by or from any person, and any other information as well as any and all tangible and intangible embodiments thereof of any kind whatsoever; in each case disclosed by the Disclosing Party to the Receiving Party, or obtained by the Receiving Party through observation or examination of the foregoing, regardless of whether such information or embodiment has been marked as confidential. Confidential Information shall include disclosures in any form,

whether in writing, in an electronic format (including without limitation emails, tapes, diskettes, compact disks, or other similar media), and orally (in the case of oral disclosures, only if such disclosure is identified as confidential prior to disclosure).

**4.4** The confidentiality obligations of this Subagreement shall not apply to any information which (a) is already in the public domain through no breach of this Agreement; (b) was, as between the parties, lawfully in the Receiving Party's possession prior to receipt from the Disclosing Party; (c) is received by the Receiving Party independently from a third party free to disclose such information to the Receiving Party lawfully; or (d) is independently developed by the Receiving Party without reliance on Confidential Information or reliance on individuals who have had access to Confidential Information. It will be Receiving Party's burden to prove the existence of one of these exceptions by a preponderance of the evidence.

**4.5 Confidential Information:**

- (a) Shall not be copied, distributed, or disseminated in any way or form to any third parties by the Receiving Party without the prior written consent of the Disclosing Party, except as required by a valid legal process or a court or other lawful order; provided, however, that the Receiving Party shall first have given reasonable notice to the Disclosing Party and shall have provided reasonable assistance at the Disclosing Party's expense to contest or limit the scope of disclosure of Confidential Information pursuant to such legal process; and if disclosure is compelled, that such disclosure be pursuant to a suitable protective order;
- (b) Shall be maintained in confidence and may only be disclosed to those employees and agents of the Receiving Party or of its affiliates who have a need to know;
- (c) Shall not be used by the Receiving Party for any purpose, except as otherwise expressly stated in this Agreement, without the prior written consent of the Disclosing Party; and
- (d) Shall remain the property of the Disclosing Party and be either destroyed or returned to the Disclosing Party (along with all paper, electronic, or other copies thereof) within 30 days of the completion of the Subagreement, or within 30 days of receipt by the Receiving Party of a written request from the Disclosing Party setting forth the Confidential Information to be destroyed or returned. For any Confidential Information to be destroyed, the Receiving Party shall certify in writing to the Disclosing Party the destruction of any and all documents, papers and materials containing such Confidential Information, and notes thereon in the Receiving Party's possession, including paper, electronic, or other copies thereof.

**4.6** The Receiving Party shall protect the confidentiality of Confidential Information through the exercise of the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized dissemination, duplication, use, or disclosure of the Confidential Information as the Receiving Party uses to protect its own confidential information of a like nature. If the Receiving Party discloses Confidential Information to any of its employees or agents, the Receiving Party shall inform such employees or agents of the restrictions under this Agreement on duplication, use, and disclosure to third parties and dissemination within its organization and shall take other actions necessary to maintain the confidence of such

Confidential Information (including executing agreements with employees that are materially similar to those set forth herein).

**4.7** All provisions governing Confidential Information set forth above shall survive termination of this Subagreement and shall remain in effect for seven (7) years following the termination of this Subagreement, or from the last act performed by either party in furtherance of their obligations under this Subagreement, whichever occurs later.

**5.0 Protection of Confidential Pupil Records and Information**

**5.1** This Subagreement potentially involves Subcontractor's possession of or access to confidential pupil records or information under the Family Education Rights and Privacy Act of 1974 (FERPA) (20 U.S.C.A. §1232g), California Education Code section 49060 et seq., and any other applicable statute or regulation of any other State with jurisdiction over this Subagreement, whether provided by WestEd or by a local educational agency.

**5.2** Subcontractor bears full responsibility for compliance with all applicable federal, state, and local laws concerning the confidentiality of pupil records or information, including but not limited to the following: (1) ensuring that the storage, maintenance, and transmission of all confidential pupil records or information, whether in electronic or paper form, uses the most secure form of data protection, encryption, and security to prevent breach unauthorized disclosure, or theft of data; (2) ensuring that confidential pupil records or information is only accessed by personnel necessary to carry out Subcontractor's obligations under this Subagreement; (3) entering into any necessary agreements with educational agencies for the possession, maintenance and use of confidential pupil records and information; (4) ensuring that Subcontractor's use of confidential pupil records or information complies with all statutory and/or contractual provisions regarding the permissible uses of such records or information; (5) providing any required notice to parents and/or guardians regarding Subcontractor's possession, storage, or use of confidential pupil records or information, including any unauthorized disclosure thereof; (6) complying with procedures for the return, disposal, or destruction of confidential pupil records or information upon the completion of Subcontractor's duties and obligations under this Subagreement; (7) procedures to ensure that confidential pupil records or information shall be aggregated or anonymized in such a manner so as to prevent the disclosure of Personally Identifiable Information as defined in 34 CFR § 99.3; and (8) any other measures that may be reasonably necessary to comply with all applicable laws governing pupil records or information. Subcontractor shall not disclose any confidential pupil records or information to any third party, subcontractor, or vendor, without the written consent of WestEd. In the event that Subcontractor discloses any confidential pupil records or information to any third party, subcontractor, or vendor as part of the performance of its obligations under this Agreement, it shall include Subcontractor's obligations under this Subagreement in any agreement with the third party, subcontractor, or vendor.

**5.3** Nothing in this Subagreement shall be construed to give Subcontractor any proprietary right, whether it be in copyright, trademark, patent, or otherwise, to any pupil records or information provided in connection with Subcontractor's performance of its obligations under this Subagreement.

**5.4** The indemnification provision in this Subagreement shall apply to any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities made by any party in

connection with the alleged disclosure of confidential pupil records or information.

**5.5** This paragraph shall be interpreted in conjunction with any other requirements applying to Subcontractor as contained in any prime contract, subcontract, or Request for Proposal (RFP) terms. Any such requirements that are more restrictive as to Subcontractor shall supersede those set forth in this Subagreement.

**5.6** All provisions governing Confidential Pupil Records and Information set forth above shall survive termination of this Subagreement and shall remain in effect in perpetuity.

#### **6.0 Data Repository**

Upon request, Subcontractor shall provide copies of its deidentified project data to WestEd for purposes of archiving the deidentified project data, with a national data repository (e.g., ICPSR). The national data repository retains and manages the data for the purpose of making research and evaluation data accessible to authorized users for the purpose of scientific investigation, scholarship or teaching, or other forms of research and research development. If data are archived with a repository, the third-party repository manages long-term data storage and data archive access. All archived data will be deidentified so that the identities of subjects cannot be determined by a reasonable person. The third-party repository will restrict data access to verified scholars and researchers.

#### **7.0 Indemnification**

Subcontractor shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless WestEd, its constituent entities, officers, directors, employees, attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter “WestEd”) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney’s fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against WestEd, that may be asserted or claimed by any person, firm, or entity arising out of, or in connection with, Subcontractor’s performance under this Agreement, or any acts, errors, negligence, omissions, or intentional acts by Subcontractor, its Governing Board, administrators, employees, agents, representatives, volunteers, successors, and assigns. This indemnity and hold harmless provision shall exclude actions brought by third persons against WestEd arising out of any acts, errors, negligence, omissions, or intentional acts by the WestEd or solely out of any acts or omissions of WestEd that are not otherwise related to or connected with Subcontractor. The party indemnified under this Section shall promptly give notice to the indemnifying party of the threatened or instituted claim along with a demand for defense and/or indemnity under this Section. This indemnification clause shall survive termination of this Subagreement.

#### **8.0 Insurance**

Without in any way limiting the Subcontractor’s liability pursuant to Section 7.0 Indemnification of this Subagreement, Subcontractor shall procure and maintain during the full term of this Subagreement the following insurance amounts and coverage for services and work provided in this Subagreement:

- (a) Comprehensive Commercial General Liability, with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate combined Single Limit for Bodily Injury and

Property Damage including coverage (or no exclusion) for sexual abuse and molestation;

- (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, for statutory limits with Employer’s Liability limits not less than \$1,000,000 each accident;
- (d) Umbrella or Excess Liability for limits not less than \$1,000,000 per occurrence, \$1,000,000 aggregate above general liability, auto liability and employer’s liability;
- (e) Professional Liability (if applicable) for limits not less than \$1,000,000 per occurrence, \$3,000,000 aggregate;
- (f) Employment Practices Liability for limits not less than \$2,000,000 per occurrence, \$2,000,000 aggregate;
- (g) Cyber Liability for limits not less than \$2,000,000 per occurrence, \$2,000,000 aggregate; and
- (h) Subcontractor shall name WestEd as additional insured. Subcontractor shall provide WestEd with appropriate certificate(s) of insurance and of endorsement, including an updated certificate in the event the certificate originally provided expires during the performance period of the Subagreement. Subcontractor also understands and agrees that WestEd may withhold payment for services for any violations of the insurance provisions of this Subagreement.

#### **9.0 Force Majeure**

WestEd will not be liable for any failure to perform as required by this Subagreement, if the failure to perform is caused by circumstances reasonably beyond WestEd’s control, such as labor disturbances or labor disputes of any kind; accidents; failure of governmental approval required for full performance; civil disorders, insurrections, or commotions; acts of aggression; acts of God; natural disasters (such as earthquakes, floods, tsunamis, etc.); energy or other conservation measures; explosions; failure of utilities; mechanical breakdowns; material shortages or supply chain disruptions; cyberattacks or other compromise of digital systems; disease, pandemic, or other public health crises; theft, vandalism, acts of terrorism, civil disturbance, Acts of war, geopolitical disturbances; or other such occurrences.

#### **10.0 Termination**

**10.1** Either party may terminate this Subagreement before performance is completed by giving written notice to the other party at least thirty (30) calendar days before the termination date. In the event of termination, Subcontractor shall cease all work on the Subagreement upon receiving written notice of termination. Payment shall be made under the Subagreement for all work performed as of the effective date of termination.

**10.2** WestEd may immediately terminate this Agreement at any time for cause in the event of any incurable material breach of this Agreement by Subcontractor or in the event Subcontractor (or has filed or has filed against it) any bankruptcy, insolvency, or receivership proceeding.

**10.3** In the event that the Awarding Agency terminates Prime Contract, Subcontractor shall immediately cease working and terminate the Subcontract. Upon termination, Subcontractor shall furnish to WestEd all necessary data and final reports, on the work completed or in progress through the date of termination. Thereafter, Subcontractor shall be reimbursed for approved, allowable costs and non-cancelable obligations incurred prior to the date of termination in accordance with applicable laws and the terms of the termination of the Prime Contract.

## **CONDUCT AND CAPACITY OF PARTIES**

### **11.0 Conflict of Interest**

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 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 Subcontractor has disclosed all such relevant information to WestEd. Subcontractor agrees that if an actual or potential organizational conflict of interest is discovered after this Subagreement is executed, Subcontractor will make a full disclosure in writing to WestEd. This disclosure shall include a description of actions which Subcontractor has taken or proposes to take, after consultation with WestEd, to avoid, mitigate, or neutralize the actual or potential conflict. WestEd may terminate this Subagreement, in whole or in part, for convenience if it deems such termination necessary to avoid an organizational conflict of interest. If Subcontractor was aware of a potential organizational conflict of interest prior to the execution of this Subagreement or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to WestEd, WestEd may terminate the Subagreement for default, or pursue such other remedies as may be permitted by law or this Subagreement.

### **12.0 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 Subagreement without the prior written consent and approval of WestEd.

### **13.0 Disputes**

The parties will attempt to settle any dispute, claim or controversy arising out of or relating to this Subagreement 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 thirty (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.

### **14.0 Non-Discrimination in Employment**

No person shall on the ground of race, religion, citizenship, color, disabilities, national origin, sex, age, political affiliation, service in the uniformed services, genetic information or genetic characteristics, ancestry, marital status, sexual orientation, gender identity, gender expression, pregnancy, physical or mental disability, medical condition, or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded or otherwise financially assisted, in whole or in part with funds made available hereunder.

## **OTHER CONTRACTUAL PROVISIONS**

### **15.0 No Alteration of Subagreement**

No alteration, addendum, modification, or waiver of the terms of this Subagreement 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.

### **16.0 Authority to Sign**

Both parties executing this Subagreement acknowledge and warrant that they possess the authority to enter into this Subagreement on behalf of their respective companies.

### **17.0 Jurisdiction, Venue, and Governing Law**

The parties agree that any legal proceedings arising out the performance of this Subagreement shall be filed in the County of San Francisco, State of California. This Subagreement shall be governed by the substantive laws of California. Subcontractor shall also comply with all applicable federal and state laws, regulations, standards, orders, and requirements.

### **18.0 Entire Agreement**

This Subagreement, together with Exhibits hereto, and any agreements or documents expressly incorporated by reference, 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.

### **19.0 Severability**

If any provision of this Subagreement is found by a court to be void, invalid, or unenforceable, this Subagreement 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 Subagreement.

### **20.0 Counterparts**

This Subagreement 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 email 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 given by one party to the other under this Subagreement 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. Service of legal process by one party on the other relating to a Dispute or an IP Dispute may be accomplished under the provisions of this Section and shall have the same force and effect as if personally served on that party. A copy of any notice or other communication shall also be sent to the Parties' respective email addresses, but such email copy shall not affect the calculation of the effective date of notice.

## **22.0 Records Maintenance, Retention, and Access**

Subcontractor shall maintain proper accounting records and supporting documents that reflect all expenditures related to its performance of services under this Subagreement. WestEd may inspect, audit, or engage at its own expense an outside audit firm to review 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 Subagreement.

## **23.0 Audit**

During the term of this Subagreement 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 Subagreement.

## **24.0 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.

## **25.0 Certification of Cost and 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.

## **26.0 Order of Precedence**

Any inconsistency or ambiguity in this Subagreement shall be resolved by giving precedence in the following order: (1) state or federal contract requirements attached hereto and incorporated by reference; (2) the general terms of conditions of this Subagreement, including any edits and addendum; (3) any other attachments and exhibits. WestEd's decision to choose "accept" or an equivalent option associated with a "click-through" agreement does not constitute its concurrence or acceptance of terms, if such terms are in conflict with this section.

# Talking CS

Using Language to Broaden Participation and Build Conceptual Understanding

## Oakland Unified School District (OUSD) Scope of Work

### Overall Project Goals

1. Adapt a series of classroom language routines, which were originally designed for math and data science, for teaching the middle school Algorithms and Programming computer science content standards.
2. Establish a professional learning community (PLC) of middle school computer science teachers to share knowledge and best practices for using the language routines in their classrooms.
3. Conduct a series of research studies to better understand: a) how to structure computer science (CS)-specific language routines and integrate them within an existing middle school CS curriculum; b) what supports are needed so middle school CS teachers can implement the routines effectively, and c); how the inclusion of language routines affects students' sense of belonging, self-efficacy, and conceptual understanding of core CS content.

### OUSD Tasks and Deliverables

Description		Date(s)
<b>Objective 1:</b> Project management		
1.1	Attend project management meetings, to be held online approximately monthly	Throughout project
1.2	Facilitate the research application process at OUSD	Spring 2025
1.3	Coordinate with WestEd researchers to facilitate participate recruitment and data collection for research activities	Throughout project
1.4	Contribute to annual and final reports required by the National Science Foundation	Nov-Dec 2025 Nov-Dec 2026 Nov-Dec 2027
1.5	Co-present at annual project advisory panel meetings	Summer 2026 Summer 2027

Description		Date(s)
<b>Objective 2:</b> Design and implementation of CS language routines		
2.1	Lead design sprints for developing CS language routines	Summer 2025 Summer 2026
2.2	Prepare CS language routines for implementation during the 2025-2026 and 2026-2027 school years	Summer 2025 Summer 2026
2.3	Lead professional learning workshops for OUSD's middle school CS teachers to learn about and implement the CS language routines	Fall 2025 Fall 2026
2.4	Lead a CS teacher professional learning community (PLC) to support classroom implementation of the CS language routines	Fall 2025 Fall 2026

Description		Date(s)
<b>Objective 3:</b> Disseminate project findings		
3.1	Contribute to the development and submission of conference/journal papers, presentations, workshops and other dissemination efforts as mutually agreed upon by the project team	Throughout project

## Overall Project Timeline and Key Milestones

	Year 1: 2025			Year 2: 2026			Year 3: 2027		
	Spr	Sum	Fall	Spr	Sum	Fall	Spr	Sum	Fall
	Prep	Phase 1			Phase 2			Wrap-up	
Design and implementation activities									
Design sprints		×			×				
Teacher PLC			×			×			
Classroom implementation			×			×			
Data collection and analysis									
Co-designer focus groups + leadership team debriefs		×			×				
Pre/post teacher PLC survey			×			×			
Record virtual PLC sessions			×			×			
Teacher reflections			×			×			
Record classroom video			×			×			
Student practical measures			×			×			
Pre/post student surveys and assessments						×			
Data analysis + dissemination		×	×	×	×	×	×	×	×
Project evaluation									
Advisory panel meetings					×			×	

**SUMMARY PROPOSAL BUDGET** Year 1

ORGANIZATION Oakland Unified School District				PROPOSAL NO.		DURATION (MONTHS)	
						Proposed	Granted
PRINCIPAL INVESTIGATOR/PROJECT DIRECTOR Sam Berg				AWARD NO.			
A. SENIOR PERSONNEL: PI/PD, Co-PIs, Faculty and Other Senior Associates List each separately with name and title. (A.7. Show number in brackets)				NSF-Funded Person-months		Funds Requested By	Funds Granted by NSF
				CAL	ACAD	SUMR	Proposer
1. Sam Berg, co-PI						\$34,000.00	\$
2. Brenda Tuohy, co-PI						\$27,000.00	
3.							
4.							
5.							
6. ( ) OTHERS (LIST INDIVIDUALLY ON BUDGET EXPLANATION PAGE)							
7. ( ) TOTAL SENIOR PERSONNEL (1-6)							
B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)							
1. ( ) POSTDOCTORAL ASSOCIATES							
2. ( ) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)							
3. ( ) GRADUATE STUDENTS							
4. ( ) UNDERGRADUATE STUDENTS							
5. ( ) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)							
6. (X) OTHER						\$49,000.00	
TOTAL SALARIES AND WAGES (A + B)							
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)							
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)						\$110,00.00	
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)							
TOTAL EQUIPMENT							
E. TRAVEL 1. DOMESTIC (INCL. CANADA, MEXICO AND U.S. POSSESSIONS)						\$3,000.00	
2. FOREIGN							
F. PARTICIPANT SUPPORT							
1. STIPENDS \$ _____							
2. TRAVEL _____							
3. SUBSISTENCE _____							
4. OTHER _____							
TOTAL NUMBER OF PARTICIPANTS ( )				TOTAL PARTICIPANT COSTS			
G. OTHER DIRECT COSTS							
1. MATERIALS AND SUPPLIES						\$12,000	
2. PUBLICATION/DOCUMENTATION/DISSEMINATION							
3. CONSULTANT SERVICES							
4. COMPUTER SERVICES							
5. SUBAWARDS							
6. OTHER							
TOTAL OTHER DIRECT COSTS							
H. TOTAL DIRECT COSTS (A THROUGH G)							
I. INDIRECT COSTS (F&A) (SPECIFY RATE AND BASE) Oakland Unified School District – Indirect Costs 6%						\$7,500.00	
TOTAL INDIRECT COSTS (F&A)							
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)						\$132,500.00	
K. RESIDUAL FUNDS (IF FOR FURTHER SUPPORT OF CURRENT PROJECT SEE GPG II.D.7.j.)							
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)						\$132,500.00	
M. COST SHARING: PROPOSED LEVEL \$				AGREED LEVEL IF DIFFERENT: \$			
PI/PD TYPED NAME AND SIGNATURE*				DATE		FOR NSF USE ONLY	
ORG. REP. TYPED NAME & SIGNATURE*				DATE		INDIRECT COST RATE VERIFICATION	
						Date Checked	Date of Rate Sheet

**SUMMARY PROPOSAL BUDGET** Year 2

ORGANIZATION Oakland Unified School District				PROPOSAL NO.		DURATION (MONTHS)	
						Proposed	Granted
PRINCIPAL INVESTIGATOR/PROJECT DIRECTOR Sam Berg				AWARD NO.			
A. SENIOR PERSONNEL: PI/PD, Co-PIs, Faculty and Other Senior Associates List each separately with name and title. (A.7. Show number in brackets)				NSF-Funded Person-months		Funds Requested By Proposer	Funds Granted by NSF (If Different)
				CAL	ACAD	SUMR	
1. Sam Berg, co-PI						\$34,000.00	\$
2. Brenda Tuohy, co-PI						\$27,000.00	
3.							
4.							
5.							
6. ( ) OTHERS (LIST INDIVIDUALLY ON BUDGET EXPLANATION PAGE)							
7. ( ) TOTAL SENIOR PERSONNEL (1-6)							
B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)							
1. ( ) POSTDOCTORAL ASSOCIATES							
2. ( ) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)							
3. ( ) GRADUATE STUDENTS							
4. ( ) UNDERGRADUATE STUDENTS							
5. ( ) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)							
6. (X) OTHER						\$50,300.00	
TOTAL SALARIES AND WAGES (A + B)							
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)							
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)						\$111,300.00	
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)							
TOTAL EQUIPMENT							
E. TRAVEL 1. DOMESTIC (INCL. CANADA, MEXICO AND U.S. POSSESSIONS)						\$3,000.00	
2. FOREIGN							
F. PARTICIPANT SUPPORT							
1. STIPENDS \$ _____							
2. TRAVEL _____							
3. SUBSISTENCE _____							
4. OTHER _____							
TOTAL NUMBER OF PARTICIPANTS ( )				TOTAL PARTICIPANT COSTS			
G. OTHER DIRECT COSTS							
1. MATERIALS AND SUPPLIES						\$17,500	
2. PUBLICATION/DOCUMENTATION/DISSEMINATION							
3. CONSULTANT SERVICES							
4. COMPUTER SERVICES							
5. SUBAWARDS							
6. OTHER							
TOTAL OTHER DIRECT COSTS							
H. TOTAL DIRECT COSTS (A THROUGH G)							
I. INDIRECT COSTS (F&A) (SPECIFY RATE AND BASE) Oakland Unified School District – Indirect Costs 6%						\$7,908.00	
TOTAL INDIRECT COSTS (F&A)							
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)						\$139,708.00	
K. RESIDUAL FUNDS (IF FOR FURTHER SUPPORT OF CURRENT PROJECT SEE GPG II.D.7.j.)							
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)						\$139,708.00	
M. COST SHARING: PROPOSED LEVEL \$				AGREED LEVEL IF DIFFERENT: \$			
PI/PD TYPED NAME AND SIGNATURE*				DATE		FOR NSF USE ONLY	
						INDIRECT COST RATE VERIFICATION	
ORG. REP. TYPED NAME & SIGNATURE*				DATE		Date Checked	Date of Rate Sheet
						Initials-ORG	

**SUMMARY PROPOSAL BUDGET** Year 3

ORGANIZATION Oakland Unified School District				PROPOSAL NO.		DURATION (MONTHS)	
						Proposed	Granted
PRINCIPAL INVESTIGATOR/PROJECT DIRECTOR Sam Berg				AWARD NO.			
A. SENIOR PERSONNEL: PI/PD, Co-PIs, Faculty and Other Senior Associates List each separately with name and title. (A.7. Show number in brackets)				NSF-Funded Person-months		Funds Requested By Proposer	Funds Granted by NSF (If Different)
				CAL	ACAD	SUMR	
1. Sam Berg, co-PI						\$34,000.00	\$
2. Brenda Tuohy, co-PI						\$27,000.00	
3.							
4.							
5.							
6. ( ) OTHERS (LIST INDIVIDUALLY ON BUDGET EXPLANATION PAGE)							
7. ( ) TOTAL SENIOR PERSONNEL (1-6)							
B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)							
1. ( ) POSTDOCTORAL ASSOCIATES							
2. ( ) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)							
3. ( ) GRADUATE STUDENTS							
4. ( ) UNDERGRADUATE STUDENTS							
5. ( ) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)							
6. (X) OTHER						\$5,000.00	
TOTAL SALARIES AND WAGES (A + B)							
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)							
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)						\$66,000.00	
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)							
TOTAL EQUIPMENT							
E. TRAVEL 1. DOMESTIC (INCL. CANADA, MEXICO AND U.S. POSSESSIONS)						\$18,000.00	
2. FOREIGN							
F. PARTICIPANT SUPPORT							
1. STIPENDS \$ _____							
2. TRAVEL _____							
3. SUBSISTENCE _____							
4. OTHER _____							
TOTAL NUMBER OF PARTICIPANTS ( )				TOTAL PARTICIPANT COSTS			
G. OTHER DIRECT COSTS							
1. MATERIALS AND SUPPLIES				\$9,000.00			
2. PUBLICATION/DOCUMENTATION/DISSEMINATION							
3. CONSULTANT SERVICES							
4. COMPUTER SERVICES							
5. SUBAWARDS							
6. OTHER							
TOTAL OTHER DIRECT COSTS							
H. TOTAL DIRECT COSTS (A THROUGH G)							
I. INDIRECT COSTS (F&A) (SPECIFY RATE AND BASE) Oakland Unified School District – Indirect Costs 6%				\$5,742.00			
TOTAL INDIRECT COSTS (F&A)							
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)				\$101,442.00			
K. RESIDUAL FUNDS (IF FOR FURTHER SUPPORT OF CURRENT PROJECT SEE GPG II.D.7.j.)							
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)				\$101,442.00			
M. COST SHARING: PROPOSED LEVEL \$				AGREED LEVEL IF DIFFERENT: \$			
PI/PD TYPED NAME AND SIGNATURE*				DATE		FOR NSF USE ONLY	
						INDIRECT COST RATE VERIFICATION	
ORG. REP. TYPED NAME & SIGNATURE*				DATE		Date Checked	Date of Rate Sheet
						Initials-ORG	

**SUMMARY PROPOSAL BUDGET** Total for all years

ORGANIZATION Oakland Unified School District				PROPOSAL NO.		DURATION (MONTHS)	
PRINCIPAL INVESTIGATOR/PROJECT DIRECTOR Sam Berg				AWARD NO.		Proposed	Granted
A. SENIOR PERSONNEL: PI/PD, Co-PIs, Faculty and Other Senior Associates List each separately with name and title. (A.7. Show number in brackets)				NSF-Funded Person-months		Funds Requested By Proposer	Funds Granted by NSF (If Different)
				CAL	ACAD	SUMR	
1. Sam Berg, co-PI							\$102,000.00
2. Brenda Tuohy, co-PI							\$81,000.00
3.							
4.							
5.							
6. ( ) OTHERS (LIST INDIVIDUALLY ON BUDGET EXPLANATION PAGE)							
7. ( ) TOTAL SENIOR PERSONNEL (1-6)							
B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)							
1. ( ) POSTDOCTORAL ASSOCIATES							
2. ( ) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)							
3. ( ) GRADUATE STUDENTS							
4. ( ) UNDERGRADUATE STUDENTS							
5. ( ) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)							
6. (X) OTHER							\$104,300.00
TOTAL SALARIES AND WAGES (A + B)							
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)							
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)							\$287,300.00
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)							
TOTAL EQUIPMENT							
E. TRAVEL 1. DOMESTIC (INCL. CANADA, MEXICO AND U.S. POSSESSIONS)							\$24,000.00
2. FOREIGN							
F. PARTICIPANT SUPPORT							
1. STIPENDS \$ _____							
2. TRAVEL _____							
3. SUBSISTENCE _____							
4. OTHER _____							
TOTAL NUMBER OF PARTICIPANTS ( )				TOTAL PARTICIPANT COSTS			
G. OTHER DIRECT COSTS							
1. MATERIALS AND SUPPLIES				\$38,500.00			
2. PUBLICATION/DOCUMENTATION/DISSEMINATION							
3. CONSULTANT SERVICES							
4. COMPUTER SERVICES							
5. SUBAWARDS							
6. OTHER							
TOTAL OTHER DIRECT COSTS							
H. TOTAL DIRECT COSTS (A THROUGH G)							
I. INDIRECT COSTS (F&A) (SPECIFY RATE AND BASE) Oakland Unified School District – Indirect Costs 6%				\$21,150.00			
TOTAL INDIRECT COSTS (F&A)							
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)				\$373,650.00			
K. RESIDUAL FUNDS (IF FOR FURTHER SUPPORT OF CURRENT PROJECT SEE GPG II.D.7.j.)							
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)				\$373,650.00			
M. COST SHARING: PROPOSED LEVEL \$				AGREED LEVEL IF DIFFERENT: \$			
PI/PD TYPED NAME AND SIGNATURE*				DATE		FOR NSF USE ONLY	
ORG. REP. TYPED NAME & SIGNATURE*				DATE		INDIRECT COST RATE VERIFICATION	
						Date Checked	Date of Rate Sheet

## NSF BUDGET JUSTIFICATION

### Talking Computer Science 2025-2027

#### **A-C. Salaries and Wages; Fringe Benefits**

Employee salaries and benefits are based upon a calendar-year salary schedule as agreed upon by the Oakland Unified School District and the United Administrators of Oakland Schools (UAOS). Salaries include the actual days worked for each employee and earned leave, e.g., holidays, vacations, sick leave, etc. Salary rates are current actual rates. Benefits include worker's compensation, unemployment tax, retirement, medical/dental, life insurance, disability insurance, and other staff benefits.

Hourly wages for teachers (*Other Personnel*) are based on an agreement between the Oakland Unified School District and the Oakland Education Association (OEA.) Extended contract work outside teachers' regular work hours is to be compensated at a rate of \$38.50 per hour, plus benefits. Actual benefits vary between individuals based on selected health insurance plans, numbers of dependents, etc., but are estimated at 30% of the hourly extended contract rate.

#### ***Senior Personnel***

Name	Role	YR1 FTE	YR2 FTE	YR3 FTE
Sam Berg	Co-PI	20%	20%	20%
Brenda Tuohy	Co-PI	20%	20%	20%

Sam Berg will serve as co-project director for the external evaluation, at 20% FTE, which is equivalent to 2.0 months or 45 days. He will be responsible for managing all aspects of the project, including communicating with project staff; monitoring progress; overseeing the budget; data collection and analysis; and report writing.

Brenda Tuohy will serve as co-project director on this project, at 20% FTE, which is equivalent to 2.0 months or 45 days. She will be responsible for the ongoing Professional Learning Community of teachers participating in this project, including planning and facilitating ongoing meetings and professional development sessions, as well as providing follow-up and coaching support for individual participants.

This budget contains support for all of the time that will be needed by senior personnel to execute this project.

***Other Personnel***

<b>Description</b>	<b># Staff</b>	<b># Hours</b>	<b>Rate \$38.50 + ~30% benefits</b>	<b>Total Cost</b>
Y1 - Summer Design Team	7	57	\$50	\$19,900
Y1 - Professional Development & PLC	12	32	\$50	\$19,200
Y1 - Stipend for Filming & Data Collection	6	33	\$50	\$9,900
Y2 - Summer Team	7	57	\$50	\$19,900
Y2 - Professional Development & PLC	12	32	\$50	\$19,200
Y2 - Stipend for Filming & Data Collection	3	75	\$50	\$11,200
Y3 - Stipend for Data Collection	3	8.25	\$50	5,000

In Year 1, a team of seven OUSD educators--3 with expertise in middle school computer science, 3 with expertise in middle school mathematics, and 1 with expertise in English Language Development--will be selected as the first design team of teachers in this project. They will meet for a week-long intensive design institute in the Summer of 2025 to develop a lesson-by-lesson guide for incorporating language supports into *Unit 3: Interactive Animations and Games* from the *Code.org CS Discoveries* curriculum, as well as follow-up meetings in the beginning of the first semester of the 2025-2026 to refine the instructional materials.

In the Fall of Year 1, all 12 middle school computer science teachers will have a full release day of professional development to understand and be ready to implement the language support lesson guide that was created by the summer design team. In addition they will join a five week professional learning community (PLC) that will meet on zoom. This PLC will focus on the implementation of the lesson guide. Each week teachers will review the previous week's lessons focusing on student work. The learnings from this discussion will be applied when they look at the upcoming lessons for the next week. During this time six teachers will be filming the implementation of these lessons. These recordings will be used for research purposes as well as to be used in future professional development.

In Year 2, the seven-person design team will reconvene for another week-long intensive institute. The focus of this institute will be to revise the lesson guide based on the feedback and learnings from year one.

In the Fall of Year 2, all twelve OUSD middle school teachers will again convene for a full day of professional development, this time focused on the revised lesson guide. This will be followed by another series of PLC meetings, which will follow the same format as in year one. During year two, three focal teachers will record their lessons for the duration of the unit on Algorithms and Programming, for both research and professional development purposes.

In Year 3, we are allocating additional funding to support final data collection of artifacts for research or use in workshops as we begin dissemination of our learning. We'll prioritize the three focal teachers from Year 2, and use the time flexibly for additional video-recording or collection of student artifacts.

#### **E. Travel**

Per diem and mileage is charged at Oakland Unified School District's approved reimbursement rates. Airfare estimates are based on current average round-trip coach fares. Lodging is based on average rates for various cities. For each trip, other expenses include ground transportation (including shuttles, taxis, or trains), parking, tolls, and incidentals.

<b>Travel Description</b>	<b># Staff</b>	<b># Trips</b>	<b>Days/Nights</b>	<b>Price/Trip</b>	<b>Total Cost</b>
PI Meetings (Year 1)	2	1	3d/2n	\$1,500	\$3,000
PI Meetings (Year 2)	2	1	3d/2n	\$1,500	\$3,000
PI Meetings (Year 3)	2	1	3d/2n	\$1,500	\$3,000
SIGCSE Conference (Year 3)	4	1	3d/2n	\$1,500	\$6,000
CSTA Conference (Year 3)	6	1	3d/2n	\$1,500	\$9,000

In Years 1, 2, and 3, co-PI Sam Berg and co-PI Brenda Tuohy will attend PI meetings. In Year 3, two teams comprised of one member of the OUSD Senior Personnel and one teacher from the project will attend the SIGCSE conference to present two different workshops. Also in Year 3, two teams comprised of one member of the OUSD Senior Personnel and two teachers from the project will attend the Computer Science Teacher Association (CSTA) conference to present two different workshops.

#### **G. Other Direct Costs**

***G1. Materials and Supplies.*** This category includes costs of office supplies required for all meetings, teacher collaboration sessions, summer institutes, and leadership team, and advisory team meetings.

***G6. Other***

***Educational Fees.*** This category includes registration fees for the Computer Science Teachers Association (CSTA) for the six OUSD educators attending and presenting at the national CSTA conference.

**I. Indirect Costs**

The Indirect Costs are determined by the California Department of Education (CDE) is based on expenditures from previous years. Current Indirect Costs for the Oakland Unified School District are set at 6% of the overall award amount.

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: S-00000

Total Subcontract \$ -

Subcontract Number: <enter subcontract no. S-00000>  
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): \_\_\_\_\_

**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): \_\_\_\_\_

## Federal Funding Accountability and Transparency Act (FFATA) Questionnaire

**Subcontractor:** Oakland Unified School District (USD)

**WestEd Subagreement #:** S-21617

WestEd's prime award, under which this subcontract is granted, is subject to the Federal Funding Accountability and Transparency Act (FFATA). As part of our continuing obligation under FFATA, WestEd is required to report any sub-recipient of \$30,000 or more to the Federal government and provide updates annually. This information will be made available to the public via [www.usaspending.gov](http://www.usaspending.gov). Please note: the subcontract will not be fully executed unless this form is completed in its entirety and signed.

Please complete the following:

<b>1.</b>	<u>UEI number</u> (and UEI number of parent company, if applicable)											
<b>2.</b>	<u>Physical address</u> (Including 9 digit zip code, and congressional district)											
<b>3.</b>	<u>Primary place of performance</u> (Including 9 digit zip code, and congressional district)											
<b>4.</b>	<u>Description of Work</u>	<p>Please confirm whether you agree to the following description of work being made publicly available via <a href="http://www.usaspending.gov">www.usaspending.gov</a>:</p> <p>Oakland USD will lead computer science teacher professional learning, design instructional materials, and contribute to dissemination of project results.</p> <p style="text-align: center;"> <input type="checkbox"/> Agree    <input type="checkbox"/> Disagree    If you do not agree to the above, please provide a description of work that is acceptable to you (to be publicly available) in the space below or on a separate page and return it with this completed questionnaire.         </p>										
<b>5.</b>	<p>In your preceding completed fiscal year, did your business/organization receive (i) 80% or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (ii) \$30,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? (If <b>YES</b> continue to question 6; if <b>NO</b> skip to signature line)</p> <p><input type="checkbox"/> YES       <input type="checkbox"/> NO</p>											
<b>6.</b>	<p>Does the public have access to information about the compensation of the executives in your business/organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?</p> <p><input type="checkbox"/> YES       <input type="checkbox"/> NO</p>											
<b>7.</b>	<p>If you answered <b>NO to question 6</b>, you are required to report the names and total compensation for each of the Subcontractor's <b>five most highly compensated executives</b> for the preceding completed fiscal year.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">1. Officer 1 Name: _____</td> <td style="width: 40%;">Compensation: _____</td> </tr> <tr> <td>2. Officer 2 Name: _____</td> <td>Compensation: _____</td> </tr> <tr> <td>3. Officer 3 Name: _____</td> <td>Compensation: _____</td> </tr> <tr> <td>4. Officer 4 Name: _____</td> <td>Compensation: _____</td> </tr> <tr> <td>5. Officer 5 Name: _____</td> <td>Compensation: _____</td> </tr> </table>		1. Officer 1 Name: _____	Compensation: _____	2. Officer 2 Name: _____	Compensation: _____	3. Officer 3 Name: _____	Compensation: _____	4. Officer 4 Name: _____	Compensation: _____	5. Officer 5 Name: _____	Compensation: _____
1. Officer 1 Name: _____	Compensation: _____											
2. Officer 2 Name: _____	Compensation: _____											
3. Officer 3 Name: _____	Compensation: _____											
4. Officer 4 Name: _____	Compensation: _____											
5. Officer 5 Name: _____	Compensation: _____											

I certify that the above information is true and correct.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Email/Telephone



excellence in research, development, and service

Dear Sam Berg,

Attached is a two page pre-award questionnaire that we request you to complete and submit to us as soon as possible.

Under revised Circular A-133, pass-through entities such as WestEd face heightened responsibility for monitoring subrecipients. According to the circular and the *OMB Circular A-133 Compliance Supplement*, a pass-through entity must monitor the subrecipient's activities to provide reasonable assurance that the subrecipient administers federal awards in compliance with federal requirements.

Processing of the subagreement cannot be completed until we receive the completed questionnaire.

Please feel free to contact me if you have questions regarding this correspondence. Thank you for your valued cooperation.

Sincerely,

Lauren Wrotniak  
Sr. Director of Contracts & Grants  
WestEd  
730 Harrison Street  
San Francisco, California 94107  
415.615.3136 x.4  
contracts@wested.org

## WestEd Pre-Award Questionnaire

<b>Subcontractor:</b>	Oakland Unified School District (USD)
<b>Subagreement #:</b>	S-21617
<b>Amount:</b>	\$373,650
<b>Start Date:</b>	01/01/25
<b>End Date:</b>	12/31/27

### Instructions to Preparer:

This questionnaire is designed to enable WestEd to determine whether the potential subrecipient has fiscal and personnel procedures in place that comply with the regulations; has staff capable of delivering the services economically and efficiently; and has internal controls in place to assure that award assets will be properly safeguarded.

Responses may be **yes, no, or not applicable, or may require specific information**. Please provide brief explanations as deemed necessary.

### General Information

1.	Indicate the corporate nature of the organization: a. 501 (c) (3) b. Governmental entity c. For-profit entity d. Other NPO	
2.	What is the organization's DUNS number and/or Universal Identifier number?	
3.	What are the start and end dates of the organization's fiscal year?	
4.	Are the IRS returns being filed in a timely manner?	
5.	Are there any outstanding IRS or payroll tax issues?	
6.	Are there any major legal issues affecting the organization? If yes, briefly explain. (Add attachment if necessary.)	
7.	Does the appropriate staff understand the program requirements and are they familiar with program regulations and the OMB Circulars?	
8.	Indicate the result of the most recent A-133 audit: a. Clean audit – no findings or questioned costs b. Minor findings, no questioned costs c. Material findings, questioned costs (Submit a copy of the most recent audited financial statements)	
9.	Has a management letter been issued? If yes, submit a copy.	
10.	Have any of the subrecipient's programs/projects been audited in the last 2 years? If yes, submit copy of audit report.	
11.	Who is the subrecipient's independent external auditor?	
12.	Is the subrecipient registered under SAM (System for Award Management)?	

## WestEd Pre-Award Questionnaire

Policies and Procedures	
1. Are there written policies and procedures on cost allocation?	
2. Is there an approved indirect cost rate agreement? If yes, submit a copy.	
3. Are there written procedures on cash management?	
3. Are there written procedures on procurement and acquisition of property?	
4. Are there written procedures on property management and disposal of property?	
5. Are there written financial procedures?	
6. Are there written personnel policies and procedures?	
7. Are there written policies and procedures on standards of conduct, nepotism, and conflict of interest for governing board and employees?	
8. Are there written procedures on contract administration?	
9. Does the general ledger system allow for an ongoing comparison of budget to actual expenditures for your contract?	
10. Is there adequate insurance coverage?	
11. Do the financial procedures allow for adequate segregation of duties?	

<b>Signature</b>	X _____ By signing, I certify that, to the best of my knowledge, the responses to the questionnaire are true and correct.
Prepared By	
Position/Title	
Date Prepared	

### **NATIONAL SCIENCE FOUNDATION GRANT FLOWDOWNS**

Pursuant to WestEd's Grant Award Notification, Award Number (FAIN): 2434715, issued by the National Science Foundation (NSF), the following provisions and regulations are hereby incorporated into this Subagreement by reference:

- This is awarded pursuant to the authority of the National Science Foundation Act of 1950, as amended (42 U.S.C. 1861-75) and is subject to NSF Grant General Conditions (GC-1 ), dated 10/01/2024, available at [https://www.nsf.gov/awards/managing/general\\_conditions.jsp](https://www.nsf.gov/awards/managing/general_conditions.jsp)
- This award is made in accordance with the provisions of NSF Solicitation: NSF 24-555 Computer Science for All.