

SUBCONTRACT

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

SECTION A: CONTACTS

Tracy Unified School District

Debra Schneider
1875 W. Lowell Avenue
Tracy, CA 95376
P: (209) 830-3200
dschneider@tusd.net

WestEd Technical:

Kathy DiRanna
K-12 Alliance Director
400 Seaport Court
Redwood City, CA 94063
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

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: **\$390,000.00**

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.

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): Virgilio F. Tinio, Jr.

Title: Contracts Manager

Tracy Unified School District ("Subcontractor")

Agreed and accepted:

Authorized Signature

Date Signed:

Name (Print):

Title:

EIN:

The remainder of this page is intentionally left blank.

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 & Budget Detail

Years 5-6

Tracy 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

Tracy 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: Six (6) teachers, three (3) administrators, one district administrator and one Project Director attend Training in January and June 2019 and January and June 2020. The CLTs will attend 4 planning sessions for the summer institute which they will help lead; provide support in

- 6 after-school meetings/year to TLs from targeted sites; Create and maintain 9 (TK/K- 8) demo lesson kits with team for use with NGSS implementation efforts and provide targeted site support
- 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. Instructional Materials: CLT and TL will be part of the district committee review instructional materials, using the Next Gen TIME process. CLT, LT and expansion teachers will be invited to pilot the instructional materials.
- e. Teacher Leader and Expansion Teacher Programs
- Institutes: Approximately 50% of elementary and 100% of middle school teacher leaders and expansion teachers attend the Summer Institutes 2018 facilitated by the CLT and TL
 - CLT and LT will provide on-site customized professional development in 2018-2019 and 2019-2020. Working with site principal to determine the focus for the on-site program, CLT and LT will provide:
 - Four full-days of lesson study-lite with site teams of teachers
 - Eight (8) 90-minute after-school meetings with a site team of teachers for support
- In addition, the CLT and TLs can provide:
- Plan science lesson sequence with one team at a time
 - Provide in-class support for teachers teaching science (co-teaching)
 - Facilitate lesson debrief that focuses on looking at student work with one team at a time
 - Provide support to site team presenting at an ERM about science implementation
- To support the CLT and LT, they will attend
- 2-day Facilitation Training with Lisa Danielson
 - 3-day Lesson Study-lite Facilitation Training with Jody Sherriff
 - six 90-minute after-school meetings at the DO with other sites' facilitators to plan the work, support and learn from peers
- Site NGSS Science ERM Facilitators will attend training and bi-monthly meetings to be able to provide workshops on site. Emphasized topics include How People Learn, 5E Instructional Model, and teaching phenomena, inquiry-based lessons.

- Teacher Leader and expansion teacher additional professional development planning supported by district (e.g., Saturday Seminars)
- f. Principal Academy: Continue to work with district admin support toward the goal of making science an instructional core K-5 and integrated in grades 6-8 Present at management meetings/year. Principals will participate in one day at the summer institute, walk thoughts at their school site, and work with CLT and LTs for on-site program in 2018-2019 and 2019-2020.
- 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 to work on things like learning sequences
 - d. Collaborative structures and opportunities for on-site implementation (e.g., dedicated 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. Appendix A shows the allocations for the summer program included in the Year 5 budget. Appendix B shows the district sponsored Year 6 Summer Program.

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 Tracy USD

YEAR 5										
Expense	# of staff	Honorarium/ Contract	Extra Services Rate	Hours	Days	Sub Rate (est.)	Total	Received from WestEd	Paid by TUSD in 2018-19	
ON Site Content and TLC Lite										
CLT	6	6000					36000	24,000	12,000	
CLT release days (subs)	6				12	150	10800	0	10800	
Site "ERM" TLs for 3 workshops and support	8	1250					10000	10000	0	
Site "TLC-lite" TLs	27	2250					60750	40000	20,750	
Release days for TLC TLs	50				4	150	30000	0	30000	
Contract with SJCOE for 12 Saturday Seminars for expansion teachers grades 3-6 and services for 6-8 teams at PCES and MVMS							51000	0	51000	
Expansion Teacher-Participants (est) for SJCOE Saturdays Seminars with after school follow up	90		37	23			76590		76590	
Administrators										
CLT Admin	4	2000					8000	6000	2000	
PD	1	120,000					120000	60,000	60,000	
All K-8 site admin	10	1000					10000	10,000	0	
Summer Institute							150,000	150,000	14040	
TOTAL YEAR 5							563,140	300,000	263,140	

YEAR 6	Expense	#of Staff	Honorarium/ Contract	Extra Services Rate	Hours	Days	Sub Rate (est.)	Total	Received from WestEd	Paid by TUSD
	SITE SERVICES									
	CLT for intensive services at 3 sites TBD	6	6000					36000	24,000	12,000
	CLT release days (subs)	6				10	150	9000	0	9,000
	Contract with SJCOE for 12 Saturday Seminars for expansion teachers grades K-2 and services to 6-8 at individual sites if needed									
	Expansion Teacher-Participants (est) for SJCOE Saturdays Seminars with after school follow up	80		37	23			51000	0	51,000
	Science Adoption									
	K-8 Science Committee	20				5	200	20000	0	20,000
	Pilot teachers plan/evaluate meetings	20		37	1.5	6		6660	0	6,660
	ADMIN EXPENSES									
	CLT Admin	4	2000					8000	6000	2,000
	Project Director	1	60,000					120,000	60,000	60,000
	TOTAL Year 6							318,740	90,000	228,740
	TOTAL YEAR 5 and 6							881,880	390,000	491,880

Appendix A showing Summer Institute Allocations (150,000) for Year 5.

Expense	# of staff	Honorarium/ Contract	Extra Services	Hours	Days	Sub Rate (est.)	Total Proposed	Received from WestEd	Paid by TUSD in 2018-19	Paid by TUSD 2017-18 funds
Content SI K-5, Content SI 6-8 for expansion teachers cadre	3	6000					18000	18,000		0
Content SI K-5, Content SI 6-8 for expansion teachers cadre	1	6000					12,000	6000		6,000
Facilitation SI for K-8 TLs Danielson	1	6000					6,000	6000	0	0
Content SI K-5, Content SI 6-8 for expansion teachers Planning for Institute	15		37	28			15540	15540	0	
Content SI K-5, Content SI 6-8 for expansion teachers stipend LTs	9	1000					9000	0	0	9,000
Content SI K-5, Content SI 6-8 for expansion teachers facilities							600	600	0	0
Content SI K-5, Content SI 6-8 for expansion teachers food		9000					9000	9000	0	0

Content SI K-5, Content SI 6-8 for expansion teachers stipends	150				37	6	3		99900	94,860	5040	0
TOTAL YEAR 5 Inst.									170040	150,000	5,040	15,000

Appendix B showing Summer Institute Allocations from district funds only for Year 6

Expense	# of Staff	Honorarium /Contract	Extra Services	Hours	Days	Sub Rate (est.)	Total Proposed	Received from WestEd	Paid by TUSD
Cadre HS	3	6000					18000	0	18,000
Cadre IHE	1	6000					6000	0	6,000
E. Danielson Facilitation	1	6000					6000	0	6,000
Spring 2019 Cadre Prep CLT/TLS	15		37	28			15540	0	15,540
Summer Institute TLs	9	1000					9000	0	9,000
Facilities Custodial (est)	1	600					600	0	600
Summer Institute Expansion Teacher-Participants (maximum)	100		37	6	3		66600	0	66,600
TOTAL YEAR 6							121740		121,740

* Funding under this Subcontract # S-00015789 shall not exceed \$390,000. 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).

BUDGET DETAIL

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): _____

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): _____



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.