

# BILL & MELINDA GATES foundation

## GRANT AGREEMENT Investment ID OPP1153027

### AGREEMENT SUMMARY & SIGNATURE PAGE

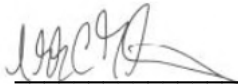
GRANTEE INFORMATION	
Name:	Tulare County Superintendent of Schools
Tax Status:	Governmental unit within the meaning of U.S. IRC § 170(b)(1)(A)(v) and 170(c)(1) You confirm that the above information is correct and agree to notify the Foundation immediately of any change.
Mailing Address:	6200 S. Mooney Blvd. Visalia, CA 93278
Primary Contact:	Charlene Stringham, Assistant Superintendent, Instructional Services, charlenes@ers.tcoe.org

FOUNDATION INFORMATION	
Mailing Address:	P. O. Box 23350, Seattle, WA 98102, U.S.A.
Primary Contact:	Jamie McKee, Senior Program Officer, Lead, Jamie.McKee@gatesfoundation.org

AGREEMENT INFORMATION	
Title:	California Central Valley Networked Improvement Community (CVNIC)
"Charitable Purpose":	To support a networked improvement community focused on improved instruction in Tulare County
"Start Date":	Date of last signature.
"End Date":	June 30, 2019
This Agreement includes and incorporates by this reference:	This Agreement Summary & Signature Page and: <ul style="list-style-type: none"> <li>• Grant Amount and Reporting &amp; Payment Schedule (Attachment A)</li> <li>• Terms and Conditions (Attachment B)</li> <li>• Proposal Narrative (date submitted 04-26-2016)</li> <li>• Results Framework and Tracker (date submitted 04-26-2016)</li> <li>• Budget (date submitted 03-21-2016)</li> </ul>

**THIS AGREEMENT** is between Tulare County Superintendent of Schools ("*You*" or "*Grantee*") and the Bill & Melinda Gates Foundation ("*Foundation*"), and is effective as of the date of last signature. Each party to the Agreement may be referred to individually as a "*Party*" and together as the "*Parties*." As a condition of this grant, the Parties enter into this Agreement by having their authorized representatives sign below.

#### BILL & MELINDA GATES FOUNDATION

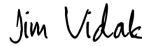


Allan Golston  
US Program, President

May 15, 2016  
Date

#### TULARE COUNTY SUPERINTENDENT OF SCHOOLS

DocuSigned by:



15EB1A2B1B474F0...  
Jim Vidak

Tulare County Superintendent of Schools

May 24, 2016

**GRANT AGREEMENT**  
Investment ID OPP1153027

**ATTACHMENT A**  
**GRANT AMOUNT AND REPORTING & PAYMENT SCHEDULE**

**GRANT AMOUNT**

The Foundation will pay You the total grant amount specified in the Reporting & Payment Schedule below. The Foundation's Primary Contact must approve in writing any Budget cost category change of more than 10%.

**PAYMENTS**

The Foundation will make payments according to the Reporting & Payment Schedule and, where specified, contingent on Your completion of the applicable target, milestone, or reporting deliverable. The Foundation may approve changes to the schedule from time to time, and will confirm any such changes in writing.

**REPORTING**

You will submit reports according to the Reporting & Payment Schedule using the Foundation's templates or forms, which the Foundation will make available to You and which may be modified from time to time. For a progress or final report to be considered satisfactory, it must demonstrate meaningful progress against the targets or milestones for that investment period. If meaningful progress has not been made, the report should explain why not and what adjustments You are making to get back on track. Please notify the Foundation's Primary Contact if You need to add or modify any targets or milestones. The Foundation must approve any such changes in writing. You agree to submit other reports the Foundation may reasonably request.

<b>REPORTING &amp; PAYMENT SCHEDULE</b>				
<i>Investment Period</i>	<i>Target, Milestone, or Reporting Deliverable</i>	<i>Due By</i>	<i>Payment Date</i>	<i>Payment Amount (U.S.\$)</i>
N/A	Countersigned Agreement, as applicable	June 3, 2016	Within 15 days after receipt of countersigned Agreement	\$712,698.00
N/A	Revised Results Tracker including baseline data points and targets for intermediate outcomes	December 31, 2016	N/A	N/A
Start Date to June 30, 2017	Progress Report	July 31, 2017	August 2017	\$631,234.00
July 1, 2017 to June 30, 2018	Progress Report	July 31, 2018	August 2018	\$642,087.00
Start Date to End Date	Final Report	Within 60 days of End Date	N/A	N/A
<b>Total Grant Amount</b>				<b>\$1,986,019.00</b>

**GRANT AGREEMENT**  
Investment ID OPP1153027

**ATTACHMENT B**  
**TERMS & CONDITIONS**

This Agreement is subject to the following terms and conditions.

**PROJECT SUPPORT**

**PROJECT DESCRIPTION AND CHARITABLE PURPOSE**

The Foundation is awarding You this grant to carry out the project described in the Proposal Narrative and Results Framework and Tracker (collectively, "*Project*") in order to further the Charitable Purpose.

**MANAGEMENT OF FUNDS**

**USE OF FUNDS**

You may not use funds provided under this Agreement ("*Grant Funds*") for any purpose other than the Project. You may not use Grant Funds to reimburse any expenses You incurred prior to the Start Date.

**INVESTMENT OF FUNDS**

You must invest Grant Funds in highly liquid investments with the primary objective of preservation of principal (e.g., interest-bearing bank accounts or a registered money market mutual fund) so that the Grant Funds are available for the Project. Together with any progress or final reports required under this Agreement, You must report the amount of any currency conversion gains (or losses) and the amount of any interest, or other income generated by the Grant Funds (collectively, "*Income*"). Any Income must be used for the Project.

**GLOBAL ACCESS**

**GLOBAL ACCESS COMMITMENT**

You will conduct and manage the Project and the Funded Developments in a manner that ensures Global Access. Your Global Access commitments will survive the term of this Agreement. "*Funded Developments*" means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology). "*Background Technology*" means any and all products, services, processes, technologies, materials, software, data, or other innovations, and intellectual property created by You or a third party prior to or outside of the Project used as part of the Project. "*Global Access*" means: (a) the knowledge and information gained from the Project will be promptly and broadly disseminated; and (b) the Funded Developments will be made available and accessible at an affordable price (i) to people most in need within developing countries, or (ii) in support of the U.S. educational system and public libraries, as applicable to the Project.

**PUBLICATION IN PEER-REVIEWED JOURNALS**

If You seek publication of Funded Developments in a peer-reviewed journal, such publication shall be under "open access" terms and conditions consistent with the Foundation's Open Access Policy available at: [www.gatesfoundation.org/How-We-Work/General-Information/Open-Access-Policy](http://www.gatesfoundation.org/How-We-Work/General-Information/Open-Access-Policy), which may be modified from time to time.

**SUBGRANTS AND SUBCONTRACTS**

**SUBGRANTS AND SUBCONTRACTS**

You have the exclusive right to select subgrantees and subcontractors to assist with the Project.

**TRAVEL STIPENDS AND CONFERENCE FEES**

You have sole discretion over Your selection of individuals to whom You give travel stipends or conference expense reimbursements and must conduct the selection process independently of the Foundation. Foundation trustees and employees are not eligible to receive travel stipends or conference expense reimbursements.

## **RESPONSIBILITY FOR OTHERS**

You are responsible for (a) all acts and omissions of any of Your trustees, directors, officers, employees, subgrantees, subcontractors, contingent workers, agents, and affiliates assisting with the Project, and (b) ensuring their compliance with the terms of this Agreement.

## **PROHIBITED ACTIVITIES**

### **ANTI-TERRORISM**

You will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws related to combatting terrorism; (b) with persons on the List of Specially Designated Nationals ([www.treasury.gov/sdn](http://www.treasury.gov/sdn)) or entities owned or controlled by such persons; or (c) with countries against which the U.S. maintains comprehensive or targeted sanctions (currently, Cuba, Iran, (North) Sudan, Syria, North Korea, Russia and Ukraine), unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by the Foundation in its sole discretion.

### **ANTI-CORRUPTION; ANTI-BRIBERY**

You will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Foundation or the Project, including by assisting any party to secure an improper advantage. Training and information on compliance with these requirements are available at [www.learnfoundationlaw.org](http://www.learnfoundationlaw.org).

### **POLITICAL ACTIVITY AND ADVOCACY**

You may not use Grant Funds to influence the outcome of any election for public office or to carry on any voter registration drive. You acknowledge that the Foundation has not earmarked Grant Funds to support lobbying activity or to otherwise support attempts to influence local, state, federal, or foreign legislation. Your strategies and activities, and any materials produced with Grant Funds, must comply with applicable local, state, federal, or foreign lobbying law. You agree to comply with all lobbying, gift, and ethics rules applicable to the Project. The Foundation is not retaining or employing You to engage in lobbying activities.

## **PUBLICITY**

### **PUBLICITY BY THE FOUNDATION**

The Foundation may include information about the award of this grant, including Your name, in its periodic public reports and may make such information available on its website and as part of press releases, public reports, speeches, newsletters, tax returns and other public disclosure.

### **PUBLICITY BY YOU**

You must obtain the Foundation's prior written approval before: (a) issuing a press release or other public announcement regarding this grant; and (b) any other public use of the Foundation's name or logo. Please email Your request to: [grantee.comms@gatesfoundation.org](mailto:grantee.comms@gatesfoundation.org) two weeks in advance to provide the Foundation an opportunity to review and comment. Detailed guidelines are available at: [www.gatesfoundation.org/grantseeker/documents/guidelines\\_communications\\_for\\_grantees.doc](http://www.gatesfoundation.org/grantseeker/documents/guidelines_communications_for_grantees.doc).

### **PUBLICITY BY OTHERS**

You and Your subgrantees, subcontractors, contingent workers, agents, or affiliates may not state or otherwise imply to third parties that the Foundation directly funds or otherwise endorses their activities.

## **OTHER**

### **COMPLIANCE WITH LAWS**

In carrying out the Project, You will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

## **TERM AND TERMINATION**

### **TERM**

This Agreement commences on the Start Date and continues until the End Date, unless terminated earlier as provided in this Agreement. The Foundation may approve a no-cost extension requested by You in its

sole discretion.

### **TERMINATION**

The Foundation may modify, suspend, or discontinue any payment of Grant Funds or terminate this Agreement if: (a) the Foundation is not reasonably satisfied with Your progress on the Project; (b) there are significant changes to Your leadership or other factors that the Foundation reasonably believes may threaten the Project's success; (c) there is a change in Your control; or (d) You fail to comply with this Agreement.

### **RETURN OF FUNDS**

Any Grant Funds that have not been used for, or committed to, the Project upon expiration or termination of this Agreement must be returned promptly to the Foundation, applied to another Foundation-funded project (current or under consideration), or applied to another mutually-agreed upon charitable project, as directed in writing by the Foundation. Any Income that has not been used for, or committed to, the Project must be either applied to another Foundation-funded project (current or under consideration) or applied to another mutually-agreed upon charitable project, as directed in writing by the Foundation.

### **RECORD KEEPING**

You will maintain adequate accounting records related to the Project. You will make such records available to enable the Foundation to monitor and evaluate how Grant Funds have been used.

### **SURVIVAL**

A Party's obligations under this Agreement will be continuous and survive expiration or termination of this Agreement as expressly provided in this Agreement or otherwise required by law or intended by their nature.

## **GENERAL**

### **ENTIRE AGREEMENT AND AMENDMENTS**

This Agreement contains the entire agreement of the Parties and supersedes all prior and contemporaneous agreements concerning its subject matter. Except as specifically permitted in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both Parties.

### **NOTICES AND APPROVALS**

Written notices, requests, and approvals under this Agreement must be delivered by mail or email to the other Party's primary contact specified on the Agreement Summary & Signature Page, or as otherwise directed by the other Party.

### **SEVERABILITY**

Each provision of this Agreement must be interpreted in a way that is enforceable under applicable law. If any provision is held unenforceable, the rest of the Agreement will remain in effect.

### **ASSIGNMENT**

You may not assign, or transfer by operation of law or court order, any of Your rights or obligations under this Agreement without the Foundation's prior written approval. This Agreement will bind and benefit any permitted successors and assigns.

### **COUNTERPARTS**

Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement.