



**Wisconsin Center for Education Research
School of Education • University of Wisconsin–Madison**

AGREEMENT

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BETWEEN THE BOARD OF REGENTS OF
THE UNIVERSITY OF WISCONSIN SYSTEM

AND

THE MADISON METROPOLITAN SCHOOL DISTRICT

This Agreement is executed by and between the Board of Regents of the University of Wisconsin System ("University") and the Madison Metropolitan School District ("Subgrantee").

WHEREAS the University has received an award entitled, "System-Wide Change for All Learners and Educators" (Award # EHR-0227016, CFDA # 47.076), from the National Science Foundation; and,

WHEREAS Subgrantee has agreed to perform certain work necessary under the terms of the award;

NOW THEREFORE, it is agreed as follows:

ARTICLE 1. TECHNICAL DIRECTION

Terrence Millar, Principal Investigator at the University, shall retain the responsibility for technical direction of this project. Any change to the scope of work, as set forth in Appendix A, must be approved in writing by Terrence Millar, Principal Investigator, and Research and Sponsored Programs.

ARTICLE 2. KEY PERSONNEL

The following persons are considered to be essential to the work performed hereunder:

Mary Ramberg

In the event that a Key Person becomes unable or unwilling to continue the Project, the Subgrantee shall notify the University in writing and may propose, in writing, an individual to replace such Key Person. Any replacement of a Key Person must be approved, in writing, by Terrence Millar, Principal Investigator, and Research and Sponsored Programs. In the event a mutually acceptable replacement is not available, the University shall have the option to terminate the project. The thirty (30) day prior notice provided under Article 22 is not required for termination by the University under this Article. Such termination will be in writing and the Subgrantee will be reimbursed for documented costs incurred prior to the termination date and for non-cancelable obligations.

ARTICLE 3. SCOPE OF WORK

Unless otherwise specifically provided in this Agreement, the Subgrantee shall supply all of the necessary personnel, equipment, and materials to accomplish the tasks set forth in Appendix A.

ARTICLE 4 INDEPENDENT CONTRACTOR

Subgrantee is an independent contractor, not a partner, joint venturer or agent of the University; nor are Subgrantee's employees considered employees of the University for any reason.

ARTICLE 5. LIMITATION ON COSTS

This is a cost reimbursement subgrant for the period January 1, 2003 through December 31, 2003. The cost, both direct and indirect, of performing the tasks under Article 3 of this Agreement will not exceed \$200,000 (Appendix B). The University is not, in the absence of a modification, obligated to reimburse the Subgrantee for costs incurred by the Subgrantee that are in excess of the costs specified in this Article.

ARTICLE 6 PERIOD OF PERFORMANCE

The effective period of this Agreement shall be from January 1, 2003 through December 31, 2003, unless otherwise provided for by modification to this Agreement. No expenses will be reimbursed which are incurred prior to the effective date or subsequent to the termination date unless specifically approved, in writing, by Research and Sponsored Programs.

ARTICLE 7. METHOD OF PAYMENT

- (a) **THE SUBGRANTEE WILL SUBMIT ITEMIZED INVOICES ON A MONTHLY BASIS.** The invoices shall reference the agreement number and shall include a current month and accumulative summary by cost category. A certified original and three copies of the invoice shall be submitted to:

Wisconsin Center for Education Research
1025 W. Johnson St., Room 242
Madison, Wisconsin 53706
Attention: Jerry Grossman

- (b) Invoices received from the Subgrantee will be reviewed by Terrence Millar, Principal Investigator, and Research and Sponsored Programs prior to payment.
- (c) The final invoice shall be submitted by the Subgrantee within thirty (30) days of the termination date of this Agreement.
- (d) The Subgrantee's Social Security or Tax Identification Number and complete mailing address must be included on all invoices submitted to the University.

ARTICLE 8. REBUDGETING

Rebudgeting between budget categories on the part of the Subgrantee must be in accordance with National Science Foundation guidelines.

ARTICLE 9. AUDIT

The Subgrantee will maintain adequate financial records, in accordance with generally accepted accounting practices, to clearly and easily identify expenses, to describe the nature of each expense, and to establish relatedness to this Agreement. All records related to this Agreement shall be available for audit by the Cognizant Federal Audit Agency

Subgrantee agrees to provide University with audit report(s) attesting to the fact that the Subgrantee's records covering the period of this Agreement have been audited in accordance with Office of Management and Budget Circular A-133 or A-128, whichever is appropriate. The provisions of A-133 are applicable to non-profit organizations that expend \$300,000 or more in a year in Federal awards.

The financial records of this Agreement will be retained for a period of three (3) years from the date of the submission of the final report of expenditures except for records related to any audit initiated prior to the expiration date, which shall be retained until the audit findings involving the records have been resolved.

ARTICLE 10. COST-SHARING

The University will be responsible for the entire cost-sharing contribution for the project.

ARTICLE 11. EQUIPMENT ACCOUNTABILITY

Equipment may not be purchased under the terms of this agreement.

ARTICLE 12. PROGRAM INCOME

The Subgrantee is accountable to the University for any program income generated as a result of this Agreement. The University is accountable to the funding agency for the records on the receipt and disposition of any such income. The Subgrantee will maintain such records as are necessary for the University to fulfill its responsibility and will report, in writing, to the University any program income generated as a result of this Agreement.

ARTICLE 13. REPORTS

The Subgrantee is responsible for submitting the following reports to the University:

- Progress Reports are to be submitted annually to the Principal Investigator.
- Invention Statements, if applicable, are to be submitted annually to Research and Sponsored Programs.

- Program Income Reports, if applicable, are to be submitted within sixty (60) days of the termination date of this Agreement and thereafter as may be required by the Funding Agency's terms and conditions as incorporated into this Agreement.

ARTICLE 14. PUBLICATIONS AND COPYRIGHTS

It is understood that decisions about authorship on all publications resulting from research under this Agreement will be made by Terrence Millar, Principal Investigator at the University, and the Principal Investigator at the Subgrantee, prior to any such publication. The University and the Federal Government shall have a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, any copyrightable material that is developed under this Agreement.

ARTICLE 15 PATENTS AND INVENTIONS

This Agreement is subject to Public Law 98-620 and 35 USC 200-212. The Subgrantee will be required to obtain appropriate patent agreements from all persons who perform any part of the work under the Agreement, and for disclosing any subject inventions to the University.

ARTICLE 16. CARE AND TREATMENT OF LABORATORY ANIMALS

Should warm-blooded animals be used in this project, the Subgrantee will comply with applicable portions of the Animal Welfare Act (P.L. 89-544 as amended).

ARTICLE 17. CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY

The Subgrantee will comply with Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, as amended.

ARTICLE 18. PROTECTION OF HUMAN SUBJECTS

Should human subjects be used in this project, the Subgrantee will comply with NSF policies and regulations, as applicable, concerning the safeguarding of rights and welfare of human subjects who are involved in activities supported by Federal Funds (45 CFR Part 46). In addition to assuring that the initial requirements for protection of human subjects are met, the Subgrantee agrees to assure continued monitoring and compliance with these requirements during the course of the project. A copy of the 310 Form or a letter from the IRB Chairman, indicating the date that the project was reviewed and approved, must be submitted to the University.

ARTICLE 19. DEBARMENT AND SUSPENSION

In accepting this Agreement, the Subgrantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Any change in the debarred or suspended status of the Subgrantee during the life of this Agreement must be reported immediately to the University. The Subgrantee agrees to incorporate the Debarment and Suspension certification into any subgrant that they may enter into as a part of this Agreement.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the authorizing official of the University.

If the Subgrantee is unable to certify to any of the statements in this certification, the Subgrantee shall attach an explanation to this Agreement

ARTICLE 20. NON-DELINQUENCY ON FEDERAL DEBT

Subgrantee certifies that it is not delinquent on the repayment of any Federal debts(s) (OMB Circular No. A-129, November 25, 1988).

ARTICLE 21. FUNDING AGENCY PROVISIONS

Not applicable.

ARTICLE 22. CONTRACT TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice and in such event, reimbursement will be limited to documented costs and non-cancelable obligations incurred prior to termination. Notice of termination shall be given by personal delivery or by certified or registered mail and shall be deemed to be given on the date so delivered.

ARTICLE 23. LOBBYING

This Agreement is subject to Section 1352, Title 31, U.S. Code entitled, "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions". **If this agreement is \$100,000 or greater, the Subgrantee is required to sign a "Certification Regarding Lobbying", attached as Appendix C, prior to final signature by the University.** Copies of the regulations regarding lobbying restrictions may be obtained by contacting the authorizing official of the University.

ARTICLE 24. CONFLICT OF INTEREST

Subgrantee must have written policies establishing standards and procedures to ensure that the design, conduct and reporting of research will not be biased by a conflicting financial interest of those investigators responsible for the research. Subgrantee certifies that these policies and procedures meet the requirements of the awarding agency.

ARTICLE 25. NOTICES

Notices, invoices, reports, payments and other communications to either party by the other shall be delivered personally or sent by first class, postage prepaid mail to the following addresses and shall be deemed given on the date so delivered or deposited in the mail unless otherwise provided herein.


UNIVERSITY:	University of Wisconsin-Madison Research and Sponsored Programs 750 University Avenue, 4 th Floor Madison, WI 53706-1490 ATTN: Joyce Pease 608-262-9727
SPONSORING AGENCY:	Wisconsin Center for Education Research Andrew C. Porter, Director Jerry Grossman, Business Manager 1025 W. Johnson Street Madison, WI 53706 608-263-4250
UNIVERSITY PRINCIPAL INVESTIGATOR:	Terrence Millar Wisconsin Center for Education Research 1025 W. Johnson Street Madison, WI 53706 608-263-4212
SUBGRANTEE:	Madison Metropolitan School District Roger Price Assistant Superintendent for Business Services 545 W. Dayton Street Madison, WI 53703 608-663-1658 phone 608-442-2149 fax
SUBGRANTEE PRINCIPAL INVESTIGATOR:	Mary Ramberg Madison Metropolitan School District 545 W. Dayton Street Madison, WI 53703 608-663-5217 phone 608-442-2149 fax

ARTICLE 26. MISCELLANEOUS


- (a) This Agreement may only be modified or amended by a written agreement signed by an authorized representative of both parties.
- (b) The funded amount incorporated in this Agreement is limited to the tasks directly related to the Scope of Work (Appendix A). Proposal preparation, proposal submission and rebudgeting tasks are not an allowable/reimbursable cost under this Agreement.
- (c) Appendices A, B, and C are incorporated into this Agreement.

This Agreement shall be binding upon the parties hereto, their successors and assigns, upon due execution by both parties.


UNIVERSITY: Board of Regents of the University of Wisconsin System


By: Barbara Keenan
Administrative Officer
Research and Sponsored Programs

7/29/03
Date

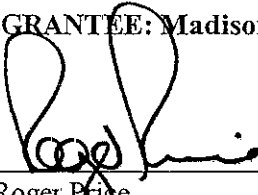

By: Andrew C. Porter
Director
Wisconsin Center for Education Research

7/23/03
Date


By: Terrence Millar
Principal Investigator
Wisconsin Center for Education Research

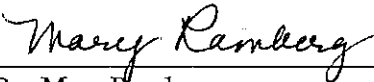
7/20/03
Date

SUBGRANTEE: Madison Metropolitan School District


By: Roger Price
Assistant Superintendent for Business Services
Madison Metropolitan School District

6/30/03
Date

ES42341
Madison Metropolitan School District Tax ID Number


By: Mary Ramberg
Principal Investigator
Madison Metropolitan School District

7/7/03
Date

**MMSD Budget Narrative
SCALE FY2003**

The Madison Metropolitan School District (MMSD) is committed to developing teacher expertise in mathematics and science. Four basic premises underlie the use of funds in the MMSD SCALE initiative:

1. Teacher expertise and skill is the most important variable in student achievement.
2. Professional development that includes on-site support for implementation is the most effective way to impact teacher expertise and skill.
3. Developing on-site teacher leadership capacity and expertise in content and pedagogy are integral for promoting and sustaining long-term change in teacher culture and practice.
4. Improving teacher quality will have a beneficial effect on all students, and will have a disproportionately positive impact on low achieving students

The professional development plan for science includes a central staff person and a science consultant with responsibility for the initial training of school teachers who are new to standards-based science curriculum adopted by district elementary and middle schools, follow-up training for more experienced staff, and special training for staff who support students with special educational needs or students who are English language learners; development of school-based leadership in each of the elementary and middle schools; and support of school-based efforts to implement strategies so every student experiences deep, conceptually based instruction in science. Substitute teachers will be provided to release teachers for professional development during contract hours in addition to compensation for work conducted after contract hours. Teacher leaders will be compensated for providing instruction during intensive one-week summer institutes. Professional development materials will be provided to teachers participating in one-week summer institutes. In addition to the focus on building capacity for K-8 teachers, the district will also concentrate SCALE resources on a group of high school teachers, providing professional development that will support their efforts to implement research-based teaching practices enabling diverse groups of students to succeed in a newly revised biology course. Two lead teachers will be able to attend professional conferences presenting their expertise implementing FOSS.

The professional development plan for mathematics includes a central staff person with responsibility for the initial training of middle school teachers who are new to standards-based mathematics curriculum adopted by district middle schools, follow-up training for more experienced staff, and special training for staff who support students with special educational needs or students who are English language learners; development of school-based leadership in each of the middle schools; and support of school-based efforts to implement strategies so every student experiences deep, conceptually based instruction in mathematics. In addition to this focus on middle school mathematics teachers, the district will also concentrate SCALE resources on a group of intermediate grades teachers, providing professional development that will support their efforts to provide standards-based instruction that develops student understanding of essential mathematical concepts. Substitute teachers will be provided to release teachers for professional development during contract hours. Teachers leaders will be compensated for providing professional development during summer school so summer school becomes not only an opportunity for students to develop an understanding of mathematics but also an opportunity for teachers to increase their understanding of mathematics and the pedagogy of teaching for student understanding. One teacher leader will also be compensated for providing school-based professional development to teachers developing their skills in implementing an algebra class the emphasizes teaching for student understanding of essential algebra concepts and those who will be piloting a standards-based integrated mathematics curriculum.

APPENDIX B - BUDGET

BUDGET CATEGORY	SCALE FUNDS
1. Personnel	
<ul style="list-style-type: none"> Science Professional Development Teacher: salary of a teacher with expertise in science and professional development. That teacher will work with classroom teachers on implementing in their classrooms strategies to transform science teaching so every student experiences deep, conceptually based instruction on core science concepts. (SCALE Goal 1) 	\$15,038
<ul style="list-style-type: none"> Mathematics Professional Development Teacher: salary of a teacher with expertise in mathematics and professional development. That teacher will work with classroom teachers on implementing in their classrooms strategies to transform mathematics teaching so every student experiences deep, conceptually based instruction on core mathematics concepts. (SCALE Goal 1) 	\$18,188
<ul style="list-style-type: none"> Substitute Teachers for Science: substitute teachers will provide class coverage to release middle school science teachers and the science teachers from one high school from classroom responsibilities so teachers can participate in professional development. (SCALE Goal 1) 	\$13,965
<ul style="list-style-type: none"> Substitute Teachers for Mathematics: substitute teachers will provide class coverage to release every middle school mathematics teacher and every 4th grade mathematics teachers from classroom responsibilities so teachers can participate in professional development. (SCALE Goal 1) 	\$33,087
<ul style="list-style-type: none"> Science Consultant: consultant fees for an individual with expertise in science content and pedagogy and in professional development. This individual will work with middle school science teachers on implementing in their classrooms strategies to transform science teaching so every student experiences deep, conceptually based instruction on core science concepts. (SCALE Goal 1) 	\$32,500
<ul style="list-style-type: none"> Compensation for Science Teacher Leaders: compensation for non-contract work (summer). Teacher leaders will provide professional development for other teachers in Summer Institutes focused on implementing classrooms strategies to transform science teaching so every student experiences deep, conceptually based instruction on core science concepts. (SCALE Goal 1) 	\$ 4,100
<ul style="list-style-type: none"> Compensation for Mathematics Teacher Leaders: compensation for non-contract work (summer). Teacher leaders will provide professional development for a cohort of elementary and middle school teachers who will be part of a teaching laboratory/extended student learning experience and for Algebra teams from two high schools and a team of high school teachers preparing to pilot an integrated mathematics program. All professional development is focused on implementing classroom strategies to transform mathematics teaching so every student experiences deep, conceptually based instruction on core mathematics concepts. (SCALE Goal 1) 	\$ 9,840
<ul style="list-style-type: none"> Stipends for Science Teachers: stipends for non-contract work (after school day). Teacher teams that participated in professional development on strategies to transform science teaching so every student experiences deep, conceptually based instruction on core science concepts will have time to work on infusing what they have learned into their classroom practices. (SCALE Goal 1) 	\$ 6,827
2. Fringe Benefits	
<ul style="list-style-type: none"> Salaries @ 25% (Science Professional Development Teacher and Mathematics Professional Development Teacher) 	\$11,074
<ul style="list-style-type: none"> Stipends @18% 	\$ 4,558
<ul style="list-style-type: none"> Substitutes @ 18% 	\$10,328
3. Travel	
<ul style="list-style-type: none"> Conference Attendance for Science: two science teachers will have the opportunity to attend 	\$ 2,200
<ul style="list-style-type: none"> Conference Attendance for Mathematics: twelve math leaders (one district-wide and one from each of the 11 middle schools) will attend a conference of SCALE partners on using CMP to further SCALE goal 1 	\$20,000
4. Materials and Supplies	
<ul style="list-style-type: none"> Professional Development Materials for Science 	\$11,495
5. Indirect Costs (@3.4%)	\$ 6,800
TOTAL	\$200,000

APPENDIX C

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

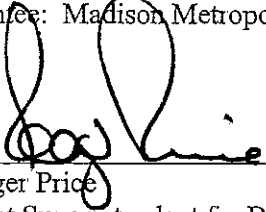
The applicant certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Award Number: EHR-0227016

Subgrantee: Madison Metropolitan School District


By: Roger Price
Assistant Superintendent for Business Services
Madison Metropolitan School District

6/30/03
Date