



**SERVICE AGREEMENT  
BETWEEN  
BIOLOGICAL SCIENCES CURRICULUM STUDY  
AND  
JEFFERSON COUNTY BOARD OF EDUCATION**

This agreement between Biological Sciences Curriculum Study (BSCS), a Colorado not-for-profit corporation located at 5415 Mark Dabbling Boulevard, Colorado Springs, Colorado, 80918-3842, hereafter referred to as "BSCS," and the Jefferson County Board of Education, Kentucky operating under the name of the Jefferson County Public Schools (hereinafter JCPS), with its principal place of business at 3332 Newburg Road, Louisville, KY 40218, is for the purpose as hereinafter set forth.

WHEREAS, BSCS is the recipient of an award from the National Science Foundation, Award DRL 1502380 for the STeLLA High School project for the purpose of designing, developing, and testing the feasibility, utility, and promise of efficacy of the Science Teachers Learning from Lesson Analysis PD program (STeLLA) for high school (HS) teachers and students.

WHEREAS, BSCS is desirous of engaging the services of JCPS to provide or perform certain services in connection with the overall activities, responsibilities and functions of the project, and said agreement provides for collaborative effort by JCPS to be implemented through appropriate contractual arrangements, and

WHEREAS, JCPS agrees to participate in the project as set forth in ARTICLE I of this Agreement for the consideration stated herein,

NOW THEREFORE, the parties mutually agree to the following terms.

**ARTICLE I.      STATEMENT OF WORK**

Project(s): STeLLA High School

JCPS agrees to:

Perform the services that are described as tasks to be performed by JCPS in ATTACHMENT A, Scope of Work.

## ARTICLE II. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall be from January 1, 2016 and shall not extend beyond the estimated completion date of September 30, 2019 ("Term") unless Term is further extended for additional periods under terms as may be mutually agreed upon in writing. BSCS agrees to give JCPS notice in writing of its intention to extend the Project not less than 60 days prior to the completion date.

## ARTICLE III. ALLOWABLE COSTS AND PAYMENT

- A. In consideration for the provision or performance of the tasks described in ARTICLE I above, BSCS shall reimburse JCPS for costs determined to be allowable in accordance with the cost principles set forth in 2 CFR Part 200 and other terms of this Agreement. Funding for JCPS for year 1 is outlined at ATTACHMENT B. Future years funding are subject to continued federal funding and acceptable progress towards the project deliverable. Years 2, 3 and year 4 are expected to be funded up to the amounts \$17,421, \$130,651 and \$8,590 respectively. Total payment under this Agreement shall not exceed \$156,661.
- B. JCPS shall submit invoices to BSCS once a month showing the amount and period for which reimbursement is being requested. JCPS agrees to use the "Standard" invoice format provided (ATTACHMENT C) when requesting reimbursement, showing the actual costs "Current Period" and "Total to Date," and shall itemize the costs by budget category as shown on ATTACHMENT B. A travel expense report (ATTACHMENT D) is provided to assist with the breakdown of travel-related expenses. Additionally, JCPS agrees to provide BSCS, upon request, a full, itemized disclosure of all charges incurred to include a breakdown of task by time/effort related to charges.
- C. Upon receipt of the invoice, BSCS will reimburse JCPS for actual expenditures until such time as the total reimbursement equals the total obligated amount of this Agreement. Thereafter, invoices submitted for expenditures will not be reimbursed. The final invoice shall be submitted no later than sixty (60) days after the ending date of this Agreement and shall be marked FINAL with any accompanying "Expense Report(s)." The final invoice will be used as the final report of expenditures.
- D. Invoices shall be mailed to:
  - Biological Sciences Curriculum Study
  - ATTN: Accounting Office
  - 5415 Mark Dabbling Boulevard
  - Colorado Springs, CO 80918-3842
- E. In the event any payments to JCPS under this Agreement are subsequently disallowed by the Government as items of cost of this Agreement, JCPS shall repay BSCS on demand the amount of any such disallowed items. JCPS, however, shall have the right to establish allowability of any such item of cost under the Agreement.

- F. The policies of JCPS for salaries, fringe benefits, travel, etc., will prevail when funds are expended under this Agreement, if they are not in conflict with BSCS Cognizant Agency policies.
- G. Work under this Agreement shall not be assigned or delegated in whole or in part without the prior written approval of BSCS. JCPS agrees to accept full responsibility for the quality and quantity of any work performed by any person who is approved by JCPS.

#### ARTICLE IV. TRAVEL OUTSIDE THE UNITED STATES

No foreign travel is allowed without specific BSCS approval.

#### ARTICLE V. PRIOR APPROVALS/AMENDMENTS

No waiver, alteration, or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon. Any modifications or additions to this Agreement must be negotiated and approved by both parties.

Significant changes to the budget or any changes to the statement of work above will be sent to:

Biological Sciences Curriculum Study  
ATTN: Director of Operations  
5415 Mark Dabbling Boulevard  
Colorado Springs, CO 80918-3842

#### ARTICLE VI. MAINTENANCE, AUDIT, AND RETENTION OF RECORDS

JCPS shall maintain adequate financial records, in accordance with generally accepted accounting practices for governmental bodies, to clearly and easily identify expenses of the Agreement, to describe the nature of each expense, and to establish relatedness to the Agreement to include itemized charges incurred by JCPS.

JCPS agrees to have independent audits performed annually and to provide a copy of the audit report to BSCS with copies of any of the independent auditors' reports which present instances of non-compliance with federal laws and regulations which bear directly on the performance or administration of this Agreement. In cases of such non-compliance, JCPS will provide copies of responses to auditors' reports and a plan for corrective action. Audit reports, or certification of no relevant findings, should be sent annually to the address in Article V.

All financial records and statements which are related to the performance or administration of this agreement shall be available for inspection by representatives of BSCS and/or the Federal Government at the regular place of business of JCPS during



normal business hours. The financial records of this Agreement shall be retained for a period of three (3) years with the following qualifications:

The retention period starts from the date of FINAL PAYMENT made to JCPS by BSCS under this Agreement.

Records related to any audit initiated prior to the expiration of the three-year period shall be retained until the audit findings involving the records have been resolved.

#### ARTICLE VII. PRINCIPAL PROJECT CONTACTS

The principal project contact for JCPS shall be Lee Ann Nickerson, Science Specialist. The principal project contact at BSCS shall be Christopher Wilson, Senior Research Scientist. The principal project contacts are not authorized to change any element of this Agreement. Any changes shall be made by written amendment, executed for the parties by their authorized officials. If any of the "principal contacts" cease to serve as principal project contacts for this Agreement, this Agreement will continue based on the information supplied between BSCS and JCPS.

#### ARTICLE VIII. REPORT REQUIREMENTS

JCPS shall provide progress reports of the work as agreed upon by the principal project contacts. If required, the reports will be submitted to the principal project contact at BSCS no later than sixty (60) days after the ending date or termination of this Agreement.

#### ARTICLE IX. PUBLICATIONS, COPYRIGHTS, STUDENT DATA

Both parties recognize that each organization may have extant work that predates this agreement. If those materials and/or data are used in the course of this work, they remain the property of the original developer or researcher. As new materials are developed and data are collected during the project, BSCS will retain sole ownership and copyright of such. All decisions about authorship, publications, dissemination, publicity or other public venues for disseminating the work are at the discretion of BSCS.

If the performance of this Agreement involves the transfer by JCPS to BSCS of any data regarding any JCPS student that is subject to the Family Educational Rights and Privacy Act ("FERPA"), BSCS agree to:

- In all respects comply with the provisions of FERPA. For purposes of this Agreement, "FERPA" includes the requirements of Chapter 99 of Title 34 of the Code of Federal Regulations.



- Use any such data for no purpose other than to fulfill the purposes of the Project, and not share any such data with any person or entity other than BSCS and its employees, contractors and agents, without the approval of JCPS.
- Require all employees, contractors and agents of BSCS to comply with all applicable provisions of FERPA with respect to any such data.
- Maintain any such data in a secure computer environment, and not copy, reproduce or transmit any such data except as necessary to fulfill the purposes of the Project.
- Conduct the Project in a manner that does not permit the identification of an individual student by anyone other than employees, contractors or agents of BSCS having a legitimate interest in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any published results of studies.
- Destroy or return to JCPS any such data obtained under this Agreement within thirty days after the date when it is no longer needed by BSCS for the purposes of the Project.

#### ARTICLE X. TERMINATION

Either party may terminate its participation in the project upon thirty (30) days written notification to the other party. Upon termination, JCPS shall make no further commitments under this Agreement and shall take all reasonable actions to cancel outstanding obligations.

If at any time the grant awarded to BSCS is terminated, this Agreement shall be terminated. In the case of a reduction in grant funding, this Agreement may be renegotiated at a lower amount. JCPS will be reimbursed for expenses and obligations properly incurred prior to the date of termination.

#### ARTICLE XI. REMEDIES

Except as otherwise provided for in this Agreement, all claims, counter-claims, disputes, and other matters in question between BSCS and JCPS arising out of this Agreement or the breach thereof, will be decided by arbitration, if the parties hereto mutually agree, or in a court of law.

#### ARTICLE XII. ENTIRE AGREEMENT

Both parties agree that this Agreement constitutes the entire and only Agreement between the parties for the work stated in Article I.

#### ARTICLE XIII. PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance will to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable will be unaffected thereby and each provision of the Agreement will be valid and enforceable to the fullest extent permitted by law.

ARTICLE XIV. ASSURANCES

JCPS shall comply with applicable policies and regulations regarding assurances which are attached hereto as ATTACHMENT C and made a part of this Agreement.

ARTICLE XV. RELATIONSHIP OF PARTIES

It is understood and agreed that nothing herein contained is intended or shall be construed to in any respect create or establish the relationship of partners between the parties, or as constituting either party as an employee, agent, servant, or representative of the other party for any purpose whatsoever. At all times, JCPS shall provide and carry out the work stated in ARTICLE I of this Agreement as an independent sub-grantee of BSCS.

IN WITNESS THEREOF, BSCS and JCPS have executed this Agreement.

**Biological Sciences Curriculum Study**

By: \_\_\_\_\_  
Daniel Edelson  
Executive Director, BSCS

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Robert Foulk  
Director of Operations, BSCS

Date: \_\_\_\_\_

**Jefferson County Public Schools (JCPS)**

By: \_\_\_\_\_  
Donna M. Hargens, Ed.D  
Superintendent

Date: \_\_\_\_\_

## ATTACHMENT A STATEMENT OF WORK

### Study Overview:

This proposed full design and development project will test the feasibility, utility, and promise of efficacy of the Science Teachers Learning from Lesson Analysis PD program (STeLLA) for high school (HS) teachers and students. This project builds on a highly successful line of research focused on science teacher professional development (PD). Previous studies of the STeLLA PD program demonstrated the power of this innovative, video case-based, analysis-of-practice program to improve upper elementary teachers' content knowledge, pedagogical content knowledge (PCK), and teaching practice in a one-year timeframe. Previous efficacy trials (one quasi experimental and one experimental cluster randomized trial) showed significant effects on elementary students' science achievement. This proposal seeks to extend the impact of this professional development (PD) program to the high school level, by collaborating with high school biology teachers to design and develop a version for high school of the STeLLA PD program, implement it, and study its promise of efficacy. With the continuation of this line of research, we will have tested the promise or efficacy of a PD program that can support both elementary and secondary science teachers in enacting the *Next Generation Science Standards* (NGSS: NGSS Lead States 2013).

During the 2016-17 school year, teachers will teach their biology course as normal. This year serves as the comparison or control for the STeLLA PD the following year. The STeLLA PD treatment will begin with a two week summer institute in 2017, and will continue throughout the 2017-18 school year with eight 4-hour study group sessions and a ninth session for assessment. These sessions will be a combination of release time and beyond school hours.

During the 2<sup>nd</sup> and 3<sup>rd</sup> year of the project, data will be collected regarding four project outcomes:

- student science content knowledge (from a student assessment)
- teacher science content knowledge (from a teacher assessment)
- teacher pedagogical content knowledge (from a video-analysis task)
- teacher practice (from classroom observation).

All data will be collected by BSCS staff, University of Louisville partners, and/or JCPS staff. The timeline for data collection is shown in the table below.

	Project Year 2: Business-as-Usual PD 2016-17		Project Year 3: STeLLA PD 2017-18	
	Start of Year	End of Year	Start of Year	End of Year
<b>Teachers</b>	<ul style="list-style-type: none"> <li>• Science Content Test</li> <li>• PCK</li> </ul>	<ul style="list-style-type: none"> <li>• Science Content Test</li> <li>• PCK</li> </ul>	<ul style="list-style-type: none"> <li>• No Testing</li> </ul>	<ul style="list-style-type: none"> <li>• Science Content Test</li> <li>• PCK</li> </ul>



	Assessment • Classroom Observations	Assessment • Classroom Observations		Assessment • Classroom Observations
<b>Students</b>	• Science Content Test	• Science Content Test	• Science Content Test	• Science Content Test

JCPS will:

- Identify up to 40 teachers to participate in the project
- Identify a district high school science team of three to include district Science Specialist and Goal Clarity Coaches to assist with recruitment and retention of teacher participants, assist with planning PD sessions and data collection, and serve as apprentice PD leaders to learn the STeLLA approach
- Allow design team members to meet annually through the first three years of the project at BSCS in Colorado Springs, CO
- Agree that JCPS science team will carry out project coordination responsibilities such as handle data collection, logistics for PD sessions, coordinate classroom video recording, support recruitment and retention efforts, and manage kits of equipment needed for high school biology lessons.
- Provide data for research and evaluation as follows:

All variables will be de-identified by JCPS using unique study ID numbers for students (we will help to develop this strategy) to protect the identity of the students while allowing BSCS to link demographic information to student outcomes. It is essential to the study that student data elements be reported to BSCS by JCPS at the student level. All BSCS research staff are trained in the protection of human subjects and FERPA guidelines. All research protocols and data collection strategies will go through rigorous IRB review within BSCS and in accordance with guidelines from the National Science Foundation. All variables will be de-identified by JCPS using unique study identification numbers for students to protect the identity of the participating students while allowing BSCS to link demographic information to student outcomes.

- Demographic information -
- Race/Ethnicity
- School
- Grade level
- State assessment scores
- Course Name
- Gender
- Free/reduced lunch status
- Exceptional Child Education (ECE) status

**BSCS will:**

- Cover all travel expenses of design team members for travel to annual meeting to BSCS in Colorado Springs, CO.
- Provide stipends to participating teachers for summer PD institute and academic year study groups.
- Provide stipends to PD Leaders for summer PD institute, academic year study groups, and follow-up support in year 4 of the project.
- Provide stipend for district team to carry out project coordination responsibilities.
- Provide all materials and supplies for PD summer institute and academic year studies.

**BSCS will:**

- Cover all travel expenses of design team members for travel to annual meeting to BSCS in Colorado Springs, CO.
- Provide stipends to participating teachers for summer PD institute and academic year study groups.
- Provide stipends to PD Leaders for summer PD institute, academic year study groups, and follow-up support in year 4 of the project.
- Provide stipend for district team to carry out project coordination responsibilities.
- Provide all materials and supplies for PD summer institute and academic year studies.



# ATTACHMENT B

## Biological Sciences Curriculum Study

### Agreement

### Budget

January 1, 2015 - September 30, 2019

### STeLLA Project

2015-16 2016-17 2017-18 2018-19

### Personnel

Goal Clarity Coaches (GCC) - Stipends/Extra Service Pay\*

Substitutes (40 substitute days @ 4 schools @ \$160 per day (average))\*

### Stipends:

40 Biology Teachers - \$20.81 per hour @ 90 hours\*

(\*all paid according to board approved salary schedule)

### Fringes

GCCs

Substitutes

Teacher Stipends

### Travel (out-of-state)

Travel for JCPS Team

### Contracts

Data Mgt./Planning/Program/ Evaluation

\$65 per hour @ 40 hours per year

Total Direct Costs

Indirect Cost @ 3.44%

### Total Costs

### Total STeLLA Budget All Years

\$12,000 \$12,000 \$7,000  
\$25,600

\$74,916

\$2,237 \$2,237 \$1,304  
\$4,771  
\$4,145

\$2,600 \$2,600

\$0 \$16,837 \$126,269 \$8,304  
\$0 \$584 \$4,382 \$286

\$0 \$17,421 \$130,651 \$8,590

\$156,661

# ATTACHMENT C

Electronic form available by emailing BSCS contact or [accountingoffice@bscs.org](mailto:accountingoffice@bscs.org)

<b>INVOICE#</b>					
<b>INVOICE DATE:</b>		<b>CURRENT</b>	<b>TOTAL</b>	<b>APPROVED</b>	
<b>FOR THE PERIOD:</b>		<b>PERIOD</b>	<b>TO DATE</b>	<b>BUDGET</b>	<b>BALANCE</b>
<b>REFERENCE#</b>		<b>CHARGES</b>			
<b>A. SENIOR PERSONNEL</b>					
1.			0.00	0.00	0.00
2.			0.00	0.00	0.00
3.			0.00	0.00	0.00
4.			0.00	0.00	0.00
5. (#) Others			0.00	0.00	0.00
<b>TOTAL SENIOR PERSONNEL</b>		0.00	0.00	0.00	0.00
<b>B. OTHER PERSONNEL (show # in brackets)</b>					
1. (#) Post Doctoral Associates			0.00	0.00	0.00
2. (#) Other Professionals (Technician, Programmer, etc.)			0.00	0.00	0.00
3. (#) Graduate Students			0.00	0.00	0.00
4. (#) Undergraduate Students			0.00	0.00	0.00
5. (1) Secretarial-Clerical			0.00	0.00	0.00
6. (#) Other			0.00	0.00	0.00
<b>TOTAL OTHER PERSONNEL</b>		0.00	0.00	0.00	0.00
<b>TOTAL SALARIES AND WAGES (A+B)</b>		0.00	0.00	0.00	0.00
<b>C. FRINGE BENEFITS</b>		0.00	0.00	0.00	0.00
<b>TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A+B+C)</b>		0.00	0.00	0.00	0.00
<b>D. EQUIPMENT (item price exceed \$5,000)</b>		0.00	0.00	0.00	0.00
<b>E. TRAVEL</b>					
1. Domestic (Incl. Canada, Mexico and U.S. Possessions)		0.00	0.00	0.00	0.00
2. Foreign		0.00	0.00	0.00	0.00
<b>F. PARTICIPANT SUPPORT COSTS</b>					
1. Stipends		0.00	0.00	0.00	0.00
2. Travel		0.00	0.00	0.00	0.00
3. Subsistence		0.00	0.00	0.00	0.00
4. Other		0.00	0.00	0.00	0.00
<b>TOTAL PARTICIPANT COSTS</b>		0.00	0.00	0.00	0.00
<b>TOTAL NUMBER OF PARTICIPANTS (#)</b>					
<b>G. OTHER DIRECT COSTS</b>					
1. Materials and Supplies		0.00	0.00	0.00	0.00
2. Publication Costs/Documentation/Dissemination		0.00	0.00	0.00	0.00
3. Consultant Services		0.00	0.00	0.00	0.00
4. Computer Services		0.00	0.00	0.00	0.00
5. Subawards		0.00	0.00	0.00	0.00
6. Other		0.00	0.00	0.00	0.00
<b>TOTAL OTHER DIRECT COSTS</b>		0.00	0.00	0.00	0.00
<b>H. TOTAL DIRECT COSTS (A THROUGH G)</b>		0.00	0.00	0.00	0.00
<b>I. INDIRECT COSTS</b>		0.00	0.00	0.00	0.00
<b>J. TOTAL TO BE REIMBURSED (H+I)</b>		0.00	0.00	0.00	0.00
<p>The services for which reimbursement is requested have been rendered as invoiced. The costs thereof are proper and due in accordance with the subaward and with the contractor's normal purchasing and reimbursement policies. In accordance with A-133: Salary supported by an "After-the-Fact" certification or time-card or hourly-log; travel expenses are documented and include details e.g. purpose of trip, name of individual traveling; project specific materials and supplies, publication costs documentation and dissemination include such detail as purpose of expense; Consultant services are independent work-for-hire individuals, documented and follow services restrictions. Documentation as required by A-133 is on file at the contractor's place of work and available for review by Department of Education, as needed.</p>					
<b>Signature</b>		<b>Date</b>			
<b>Printed Name and Title</b>					



**BIOLOGICAL SCIENCES CURRICULUM STUDY**  
5415 MARK DABLING BLVD.  
COLORADO SPRINGS, CO. 80918-3842

**\*\* All reimbursements subject to the terms and conditions stated in the contract/agreement with BSCS\*\***

**NOTE: PLEASE FOLLOW THE INSTRUCTIONS IN THE COMMENT FIELD FOR EACH CELL MARKED WITH AN \***

<b>*Name:</b>	
<b>*Address:</b>	
<b>*Destination Of Trip:</b>	
<b>*Purpose Of Trip:</b>	
<b>Project Code:</b>	

**\*\*Purple Shaded cells are required when there is an expense in that area\*\***

[illegible]

\*Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

\*Preparer initials: \_\_\_\_\_ (If different than traveler)

### Non-Employee Travelers

- 1 Fill out form on computer and save copy for your records. (no handwritten forms please)
- 2 Print form and sign.
- 3 Make copy of all receipts and save for your records.
- 4 Tape original receipts to a separate single sided 8 1/2 x 11 sheet of paper.
- 5 Mail signed form and receipts to your BSCS contact.

**\*\*Form must be submitted within one week of the last day of travel.\*\***



# ATTACHMENT C

Electronic form available by emailing BSCS contact or accountingoffice@bscs.org

BIOLOGICAL SCIENCES CURRICULUM STUDY  
5415 MARK DABLING BLVD.  
COLORADO SPRINGS, CO. 80918-3842

**\*\* All reimbursements subject to the terms and conditions stated in the contract/agreement with BSCS\*\***

**NOTE: PLEASE FOLLOW THE INSTRUCTIONS IN THE COMMENT FIELD FOR EACH CELL MARKED WITH AN \***

\*Name: John Doe

\*Address: 1234 Sunshine Lane

Kankakee, IL 60901

\*Destination Of Trip: Colorado Springs, CO

\*Purpose Of Trip: Science Institutes

Project Code:

**\*\*Purple Shaded cells are required when there is an expense in that cell\*\***

* Date(s) →	MM / DD / YY	11/15/09	11/16/09	11/17/09	11/18/09	11/19/09	11/20/09	11/21/09	11/22/09	11/23/09	11/24/09	Credit Card	Notes
*Travel / Lodging	Mon, Tue, etc	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Cash	
* Mileage: .55 RT	25	13.75										13.75	
Airline Charges:													
Hotel:		367.07										367.07	
Rental Car:												206.45	
Parking:												0.00	
Taxi/shuttle												0.00	
Other:												0.00	
*Meals													
Per Diem Daily Rate:													
Breakfast (20%)		\$0.00										2.56	
Lunch (30%)		\$0.00										5.75	
Dinner (50%)		\$0.00	10.99									17.14	
Other:												0.00	
*Misc Travel Expenses (Travel, copy, fax, shipping, etc)													
Copies												15.01	
												0.00	
												0.00	
												0.00	
												0.00	
<b>Total:</b>		392.56	209.01	209.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	627.73	627.73

\*Signature:

Date:

\*Approved By:

Date:

\*Preparer initials: (If different than traveler)

## Non-Employee Travelers

- 1 Fill out form on computer and save copy for your records. (no handwritten forms please)
- 2 Print form and sign.
- 3 Make copy of all receipts and save for your records.
- 4 Tape original receipts to a separate single sided 8 1/2 x 11 sheet of paper.
- 5 Mail signed form and receipts to your BSCS contact.

\*\*Form must be submitted within one week of the last day of travel.\*\*

## \*\*\*Important notes\*\*\*

- 1 ALL Receipts and column total (N34) MUST Equal the same amount.
- 2 The totals will add up automatically.
- 3 Make sure the highlighted number to the right (Q33) is zero.
- 4 Follow instructions in comment fields.