

SUBAWARD AGREEMENT (the "Agreement")

between

Search Institute®
3001 Broadway Street NE
Suite 310
Minneapolis, MN 55413

and Independent School District #271 - Bloomington
Public Schools
1350 West 106th Street
Bloomington, MN 55431-4126

Search Institute (hereinafter "SI") agrees to provide funds from the **U.S. Department of Education, Institute of Education Sciences** (hereinafter "IES") under **Grant No. R305H170078**, to **Independent School District #271 – Bloomington Public Schools** (hereinafter "BPS"), as a partner in a multi-year, longitudinal, mixed methods study examining how student-teacher relationships can promote or impede student motivation.

The project funded by IES is titled *Leveraging Developmental Relationships with Teachers to Enhance Student Motivation* (hereinafter "Project"), is intended to advance strategic priorities by addressing a core challenge and opportunity in educational practice: Leveraging and enhancing teacher-student relationships as catalysts for student motivation and achievement. Through this Project, SI and BPS seek not only to advance research-based practice in the field, but also to solidify the research partnership for ongoing mutual learning and improvement.

1. **Scope.** BPS will complete the required Project tasks according to the time specifications, target dates, and SI staff collaboration as outlined in the "Joint Letter of Agreement Between Search Institute and Bloomington Public Schools" submitted to IES (Exhibit A). Additional details can also be found in the "IRB Protocol Document" submitted to Chesapeake IRB (Exhibit B), and "Performance Agreement" approved by IES (Exhibit C).

This Project requires data collection and support from the following two BPS schools during the academic school years of 2017-2018 and 2018-2019:

- Valley View Middle School, 8900 Portland Avenue, Bloomington, MN, 55420
Megan Willrett, Principal, mwillrett@isd271.org
Named project coordinator is Clayton Ellis, cellis1@isd271.org
- Kennedy High School, 9701 Nicollet Avenue, Bloomington, MN, 55420
Carol Kampa, Interim Principal, ckampa@isd271.org
Named project coordinator is Ruth Murray, rmurray@isd271.org

BPS agrees to share data with SI in accordance with the attached Data Sharing Agreement (Exhibit D).

All tasks performed by BPS, a subrecipient, need to be consistent with the approved Project goals and objectives, and as noted in the Grant Award Notification from IES (Exhibit E). Any necessary adjustments in time specifications, target dates, and/or deliverables must be negotiated in advance with project leadership.

SI's Project Director and Principal Investigator is Peter C. Scales, Ph.D., Senior Fellow, and can be reached at 636-225-2112 or scalespc@search-institute.org.

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BPS' Co-Principal Investigator is David Heistad, Ph.D., Executive Director of Research, Evaluation, and Assessment, and can be reached at 952-681-6486 or dheistad@isd271.org.

2. **Term and Termination.** This Agreement shall begin on August 1, 2017 and continue until July 31, 2019, or until all obligations set forth herein have been satisfactorily fulfilled. In the event this Project is terminated, BPS shall be entitled to payment for work completed as of the effective date of termination, provided such payments have been secured from IES. Sections 8, 9, 10, 11, and 12 shall survive termination of this Agreement.
3. **Terms of Payment.** SI will reimburse BPS for actual expenses up to a total amount of \$102,894.00 for the work performed on this Project, based on the IES approved yearly budgeted amounts and based on IES payments to Search Institute (Exhibit F):
 - \$44,903.00 for Year 1 (August 1, 2017 – July 31, 2018)
 - \$57,991.00 for Year 2 (August 1, 2018 – July 31, 2019)

Invoices may be submitted not more than once per month for work performed during the prior month(s). A final invoice must be submitted by August 12, 2019.

BPS must include in each invoice the following information: (1) date submitted; (2) payee name; (3) address where payment should be sent; (4) a detailed description of work performed, along with back-up documentation (time and rate) for each staff working on project; (5) itemized travel costs; (6) project materials supplies; (7) project coordinator stipend and incentives, (8) any other approved expense. Original receipts or high quality copies must be submitted for all non-personnel expenses.

NOTE: SI cannot reimburse any food/meal expenses without prior approval directly from IES; therefore, BPS will need permission to include any food-related expense prior to submitting an invoice. In addition, SI cannot reimburse for alcoholic beverages, nor any entertainment-type expense (i.e., for amusement, diversion, or social activities).

Invoices must be submitted via email to ap@search-institute.org and a copy to jand@search-institute.org, or via United States Postal Service to:

Search Institute
c/o Accounts Payable
3001 Broadway Street NE, Suite 310
Minneapolis, MN 55413

Payments by Search Institute will be made net 30 days from the receipt of invoices.

The availability of funds under this Agreement shall be contingent upon Search Institute receiving Year 2 funds as anticipated. In the event that funding is interrupted or discontinued, services under this Agreement may be reduced, suspended, or terminated.

4. **Expenses.** SI shall not be liable to the BPS for any expenses paid or incurred by the BPS beyond the payments outlined in Section 3, unless otherwise agreed to in writing.
5. **BPS Status.** It is mutually understood that all services provided will be provided as an independent contractor, solely responsible for BPS's actions and inactions, and that BPS is not and shall not be construed to be an employee or agent of SI. SI does not grant BPS any authority or right, expressed or implied, to assume or create any obligation or responsibility on behalf of SI or bind SI in any manner. SI will not provide facility, equipment, or other benefits by way of worker's compensation, unemployment insurance, medical or hospital care, sick or vacation leave, severance pay, or any other benefits due an employee of SI.

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BPS understands, acknowledges, and agrees that SI will not withhold state or federal income tax from the compensation which it will pay to BPS, will not withhold or make contributions to social security, and will not provide unemployment compensation, worker's compensation, or any other kind of taxes or benefits, and that it is BPS's obligation to pay all applicable taxes. BPS shall comply with the workers' compensation law concerning BPS and its employees. Any and all state and federal income tax returns filed by BPS shall be prepared in accordance with the terms of this Agreement, and indicate that all income BPS receives under this agreement is income earned as an independent BPS and not as an agent or employee of SI.

Notwithstanding any other provision in this Agreement, the services that BPS will provide are of a nature that will require BPS to use independent judgment, discretion, skill, and initiative in performance of this Agreement. BPS will control the means and manner of its performance of the duties hereunder. BPS will provide materials necessary to perform the tasks requested by SI under this Agreement; will work much, if not all times, from a location outside of SI, using equipment and materials provided by BPS; and will work such hours as are necessary from time to time, on no fixed schedule, that is workable for BPS, in light of BPS's other obligations. Nothing in this Agreement prevents BPS from engaging in other work, as an employee or an independent BPS, for other entities, provided that such work does not interfere with the restrictions set forth in Sections 8 and 9.

6. **Liability and Insurance.** BPS shall be solely liable for any personal injury, to itself, employees or agents, or for any property damage which may be occasioned by the performance of BPS's services under this Agreement. BPS agrees to maintain a policy of general liability insurance to cover any property damage or personal injury caused by the negligent acts committed by BPS or BPS's employees or agents during the performance of any duties under this Agreement and to provide proof of such insurance if requested, listing SI as additional insured.
7. **Indemnification.** BPS and SI do hereby indemnify and hold harmless the other party, its directors, officers, employees, agents, officials, and related entities controlled directly or indirectly by from and against any and all losses, liabilities, damages, and expenses (including reasonable attorneys' fees and expenses as incurred) which it or any of them may incur or be obligated to pay in any action, claim or proceeding against them or any of them, including third party claims, for personal injury or property damage based upon negligent or willful actions or omissions related to this Agreement.
8. **Confidential Matters and Proprietary Information.** BPS and SI may acquire the other party's confidential business information or trade secrets ("Confidential Information") during the course of contract performance. Each party agrees to keep all Confidential Information from the other party in a secure place and not to publish, communicate, divulge, use, or disclose, directly or indirectly, for its own benefit or for the benefit of another, any Confidential Information. Upon termination or expiration of this Agreement, each party shall deliver all confidential records, data not subject to the Data Sharing Agreement, information, and other media or documents produced or acquired during the performance of this Agreement and all copies thereof to the originator. These restrictions will remain in place indefinitely for as long as such Confidential Information remains confidential. Such material shall remain the property of the originator. These restrictions shall not apply with respect to information that (1) is available to the other party from third parties on a unrestricted basis; or (2) is disclosed by either party to others on an unrestricted basis.
9. **Copyright and Ownership.** All intellectual property previously created shall remain the sole property of that party. Each party shall have the rights to reproduce, distribute, and use (in whole or in part)

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intellectual property created in the course of this project by the other party for non-commercial purposes in perpetuity for no additional fee, provided the other party is cited as the creator and copyright holder of the content.

Neither party shall have the rights to transfer the other party's intellectual property to a third party without written permission. Each party may use intellectual property it creates within the course of this project without restrictions.

In addition, consistent with federal policy, each party grants the federal government royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes.

10. **Enforcement.** BPS and SI acknowledge and agree that damages may be an inadequate remedy for a breach of Sections 8 and 9 of this Agreement, and that either party may be entitled to injunctive relief to prevent or halt any such breach(es).

11. **Notices.** Notices under this Agreement may be given by U.S. mail, overnight courier, facsimile, or internet e-mail. Notice will be deemed given as of the date of receipt, except for notices delivered via mail, which will be given as of the third day following the postmark date. Any address for notice purposes will be the address set forth above unless either party indicates a change in address by giving notice in the manner authorized by this Section 11.

12. **Miscellaneous.** Legal interpretation of this Agreement shall be governed by the laws of Minnesota, and any dispute will be adjudicated in Minnesota courts. BPS may not assign nor transfer any right or obligation under this Agreement without SI's prior written consent. Subject to the foregoing, this Agreement will bind and benefit the parties, as well as their respective successors and permitted assigns. This Agreement, including any exhibits or other attachments, represents the parties' entire agreement and understanding, and may only be waived or modified by a writing signed by authorized representatives of each party.

If any provision or any portion of any provision of this Agreement shall be construed to be illegal, invalid, or unenforceable, such provision or portion shall be deemed to be deleted from this Agreement and the remainder of this Agreement shall continue in full force and effect. Each party represents and warrants that it is not subject to any contractual restrictions or other obligations that would conflict with full performance under this Agreement.

13. **EIN, W-9, FWA.** SI has a current copy of BPS's Form W-9 and FWA approval on file. If any changes occur during the term of this agreement, new copies must be submitted to SI's Authorized Agent.

14. **Authorized Agent.** SI's authorized agent for the administration of this Agreement is Jan DeWall, Contracts and Project Manager. She can be reached at 612-399-0210 or jand@search-institute.org.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

ISD #271 – Bloomington Public Schools

Search Institute®

By: _____

By: _____

Printed Name: _____

Kent Pekel, Ed.D.

BPS Subaward Agreement

Title: _____

President and CEO

Date: _____

Date: _____

DUNS Number: 071489827

Federalwide Assurances number: FWA00026011

Exhibit A

**Joint Letter of Agreement between Search Institute and
Bloomington Public Schools
(Submitted to IES)**

Exhibit B

**IRB Protocol Document
(Submitted to Chesapeake IRB)**

Exhibit C

Performance Agreement Draft (Submitted to IES)

Exhibit D

Data Sharing Agreement Between BPS and SI

Exhibit E

Grant Award Notification (GAN)

R305H170078

(Received from IES)

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Exhibit F

IES Approved Budget

	1-Aug-17	31-Jul-18	1-Aug-18	31-Jul-19	
	<u>Budget Year 1</u>		<u>Budget Year 2</u>		<u>TOTAL Budget</u>
Personnel		\$35,261		\$43,092	\$78,353
Sr/Key Personnel	\$20,261		\$28,092		\$48,353
Other Personnel	\$15,000		\$15,000		\$30,000
Travel		\$1,615		\$6,015	\$7,630
Other Direct		\$3,490		\$2,995	\$6,485
Materials & Supplies	\$ 500		\$ 500		\$1,000
Study Coordinator	\$2,000		\$2,000		\$4,000
Incentives	\$ 990		\$ 495		\$1,485
Sub-Total		\$40,366		\$52,102	\$92,468
Indirect		\$4,537		\$5,889	\$10,426
TOTAL		<u>\$44,903.00</u>		<u>\$57,991.00</u>	<u>\$102,894.00</u>