

To receive NCLB ITQ funds, grant recipients are required to sign a document similar to this one.

KANSAS BOARD OF REGENTS
Grant Agreement for
NCLB Improving Teacher Quality Title II, Part A Grant Program

A grant award is hereby made to **Organization Name** (University) in accordance with the terms of a federal grant program administered by the United States Department of Education (USDOE), established pursuant to the No Child Left Behind (NCLB) Improving Teacher Quality (ITQ) Title II, Part A and as further administered by the Kansas Board of Regents (KBOR).

The grant amount awarded to the University is for the total amount of (Request Original Grant Amount) .

With acceptance of this grant award, the University agrees to the following:

1. **GRANT AWARD PERIOD:** This Grant Agreement and the resulting grant award period becomes effective (insert date) and ends September 15, 2016. The University shall not expend or encumber any of the herein awarded NCLB ITQ grant funds prior to (insert date), or after September 15, 2016.
2. **APPROVED and PROHIBITED EXENDITURE OF GRANT FUNDS:** The grant funds awarded herein shall only be expended by the University for the purposes approved by KBOR, as set forth in the attached “approved budget”, the “approved grant application,” and the Request for Proposals all of which are marked “Attachment A,” and incorporated into this agreement as though fully set forth herein. The University shall not use these grant funds to supplant state or local funds that would otherwise be available for the funded activities. Grant funds shall not be used to lease, construct, expand, acquire, remodel, renovate, repair, furnish, or make improvements to buildings or similar facilities or for other capital outlay or purchase of equipment not expressly authorized by KBOR, in writing. The University shall not use grant funds for lobbying activities, as prohibited by Section 1352, Title 31 of the U.S. Code and as further defined and required by 34 CFR Part 82 “New Restrictions on Lobbying,” and 34 CFR Part 85 “Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants).
3. **REVISIONS:** Changes in grant activities are not permitted unless KBOR pre-approves the requested changes in writing. Changes in a line item of the grant budget greater than 5% of that line item are not permitted unless KBOR pre-approves the requested changes in writing. Changes in the number of participants served greater than 10% of the original projection must be reported to KBOR in writing and may result in budget adjustments. Requests for revisions must be submitted prior to August 1, 2016, and provided to the designated KBOR NCLB liaison. Each request must include a completed “Revision Request” form which may be found on the KBOR website, and all other relevant and required supporting documents.
4. **PAYMENT:** KBOR shall pay the University on a reimbursement basis, with payment

due only after the University has actually incurred expenses associated with the approved grant activities. The University must expend all funds for which it intends to seek reimbursement under this agreement between (insert date) and September 15, 2016. No later than September 1, 2015, the University must give written notification to KBOR of all outstanding obligated or actually incurred expenses for which it intends to seek reimbursement. All requests for payment of any reimbursements must be submitted in writing to KBOR no later than September 15, 2016. Requests for reimbursements received by KBOR after September 15, 2016, are not eligible for reimbursement and will not be paid.

5. **AVAILABILITY OF FUNDS:** Notwithstanding any other provision of the Agreement, funding is subject to the availability of federal funds and which are available to the Board specifically for transfer to the University pursuant to this Agreement.
6. **UNIVERSITY PROJECT DIRECTOR RESPONSIBILITIES:** The University project director is KBOR's point of contact for the grant. The University project director is responsible for all administrative matters related to the grant, including, but not limited to, coordinating all financial details, ensuring that the University has submitted all required forms, documentation and information and assuring that all applicable federal requirements and guidelines are followed.
7. **COMPLIANCE WITH REGULATIONS, POLICIES & PROCEDURES:** The University agrees that it will comply with all applicable federal and state laws, regulations, and procedures.
8. **REPORTING REQUIREMENTS:** The University agrees to comply with any evaluative, statistical, or financial reporting requirements required by state law or established by KBOR, which include, but are not limited to, providing KBOR with the following reports:
 - (a) Two progress reports due July 15, 2015, and March 15, 2016;
 - (b) Two financial reports due November 15, 2015, and July 15, 2016; and
 - (c) One final performance report and financial report due December 15, 2016.

All the herein enumerated reports must be written and signed by the University project director. The progress reports must be submitted on the "progress report" form found on the KBOR website. The financial reports must be submitted on the "financial report" form found on the KBOR website. The final report must include information outlined in the "final performance report" form which may be found on the KBOR website, and include, but is not limited to, a discussion of project accomplishments and a detailed accounting of all University expenditures of grant funds submitted on the "financial report" form.

8. **TIME AND ACTIVITY:** The University agrees to create and keep daily time and activity records for all staff, employees or third party contractors who do any work that is funded by this grant. Such recordation shall document the specific grant-funded services performed by each individual, the grant-funded project(s) that each individual worked on

and the total time each individual spent providing the grant-funded services. Job descriptions for all grant-funded staff, employees, and any contract for grant-funded services, shall be maintained by the University and made available for review by KBOR or federal grant authorities. Time and activity records shall be signed by each such individual staff, employee or contractor and the person serving as their supervisor and these time and activity records shall be maintained in the grant file, as well as each individual's personnel or contract file.

9. **CONFIDENTIALITY:** The University agrees and affirms that it has or will develop procedures to ensure the confidentiality of records pertaining to participants receiving assistance or services from the University. This includes required training for all individuals with access to confidential records and compliance with the terms of the Family Educational Rights and Privacy Act, (FERPA), 20 U.S.C.A §1239g and 34 C.F.R. §99.
10. **PUBLISHED MATERIAL:** All issued statements, publicity releases, or other documents describing the funded grant project, as well as all materials developed or published with funds from this grant award, shall contain an acknowledgment of support comparable to the following statement:

“This project is funded in part by a federal grant under Title II of the No Child Left Behind Act (P.L. 107-110) administered by the Kansas Board of Regents. [Also name any other federal program granting funds to the project.] \$_____ (____%) of the cost of the project was financed with federal funds. \$_____ (____%) was provided by non-federal sources.”

Opinions and findings expressed herein do not necessarily reflect the position or policy of the U. S. Department of Education or the Kansas Board of Regents.

12. **ACCOUNTING:** The University agrees to act as fiscal agent for the grant. The University agrees that it will use proper grant fund accounting, auditing and monitoring procedures to ensure fiscal control, proper management and proper expenditure of grant funds. The University shall maintain books, records, documents and other evidence to summarize costs in such a manner so as to identify the costs directly with the delivery of services outlined in the approved grant application. The University agrees to create and keep complete and accurate accounts as required under federal regulations and the terms of the specific grant, in order to meet the periodic reporting requirements of the grantor federal agency and the University understands and agrees that these records may be subject to audit by KBOR, the U.S. Department of Education or other state or federal authorities. This requires that at a minimum:
- (a) The University shall keep records which segregate the grant funds from all other funds received by the University, and agrees to keep its accounting for this grant project separate from the accounting of other funds;
 - (b) The University shall spend grant funds and report such expenditures in accordance with the approved grant project budget, including listing such expenditures by budget line items; and

- (c) The University shall keep all supporting documentation for all direct costs resulting from and charged to this grant project. It is understood that this documentation includes, but is not limited to: (i) invoices and other financial documentation for all paid expenses; (ii) documentation showing the portion of the grant project expenses and costs that is supplied or paid by any and all other sources of revenue; (iii) contracts for services related to or associated with this grant project; and (iv) other records which facilitate and prove grant compliance.
13. **RECORDS:** The University agrees that all records related to this grant award shall at all reasonable times be subject to inspection, review, or audit by KBOR and any entity or personnel duly authorized by the KBOR. The University agrees that all financial records, supporting documentation, statistical records and all other records pertinent to the grant award shall be retained by the University for a minimum of **five years** following the end of the grant project period.
14. **FAILURE TO COMMENCE GRANT PROJECT:** If the activities described in the grant application have not commenced within 60 days after acceptance of the grant award, the University shall send a letter to KBOR outlining the steps that will be taken to initiate the grant project, the reasons for delay and the expected starting date. If the activities detailed in this letter have not commenced within 30 days after KBOR receipt of this letter, the University shall submit to KBOR a supplemental written statement regarding the causes for further delay. Upon receipt of this statement, KBOR may permit further delay or may terminate the grant. If the grant is thus terminated by KBOR, the University agrees to submit to KBOR a complete accounting of all expenditures that the University believes should nevertheless be paid from grant funds. KBOR reserves the right to refuse such payment if the claimed expenses are deemed excessive, outside the scope of the grant terms, unnecessary, or based upon other grounds deemed appropriate by KBOR.
15. **RIGHT TO TERMINATE:** KBOR reserves the right to terminate this Grant Agreement and cease payment to the University for failure to comply with applicable laws, regulations, and/or terms of the grant award or grant agreement. Further, upon such termination by KBOR, it may seek reimbursement from the University of any or all grant funds and may claim any equipment, durable goods and other property purchased with the grant funds awarded and paid under this agreement.
16. **CONTACTS:** All inquiries, notices, correspondence, reports and other documentation required by this grant agreement shall be directed to the NCLB Program, Kansas Board of Regents, 1000 SW Jackson, Suite 520, Topeka, Kansas 66612, or, emailed to the KBOR NCLB program liaison at (insert email address here). KBOR will direct its communication regarding the grant to (insert University project director name, mailing address, phone # and email). All forms referenced in this grant agreement may be found online at http://www.kansasregents.org/teacher_initiatives.
17. **SEVERABILITY:** If any one or more of the provisions contained in this Grant Agreement is held to be invalid, illegal, void or unenforceable for any reason, it shall not affect any other provisions of the Agreement. It is the intent of the parties that if any provision is held to be invalid, void, illegal, or unenforceable, there shall be added in lieu

thereof a valid and enforceable provision as similar in terms to such provision as is possible.

- 18. DA-146A:** The provisions found in the Contractual Provisions Attachment (Form DA-146a, as amended in June 2012), which is attached and executed by the parties to this agreement, are hereby incorporated in this agreement and made a part thereof as though fully set forth herein.

19. SIGNATURE

IN WITNESS WHEREOF, the said parties have hereunto set their hands.

Organization Name

By: _____ **Date** _____
Date

Kansas Board of Regents

By: _____
Andy Tompkins, President and CEO Date _____