

SUBGRANT

JEFFERSON COUNTY PUBLIC SCHOOLS

AND

UNIVERSITY OF LOUISVILLE

This agreement entered into this 1st day of October 2013, by and between the Board of Education of Jefferson County, 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 and the University of Louisville, with its principal place of business at Office of Grants Management, Belknap Campus, Jouett Hall, Room LL05, 2301 S. Third Street, Louisville, KY 40208 (hereinafter **Subgrantee**), is for the performance of certain work/services by the **Subgrantee** and the reimbursement of allowable costs.

BACKGROUND

WHEREAS **JCPS** has received from the United States Department of Education via the Kentucky Department of Education (hereinafter **Sponsor**) an award entitled Mathematics and Science Partnerships (herein **Award**).

WHEREAS **Subgrantee** has agreed to collaborate with **JCPS**, as detailed in the Application for the **Award**.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, **JCPS** and the **Subgrantee** agree as follows:

ARTICLE I Scope of Work

Subgrantee agrees to perform the following services in accordance with the specifications and requirements of the **Award**:

The **Subgrantee** shall provide science education and science professors who will collaborate with **JCPS** personnel to design and facilitate teacher professional development. This will include co-developing and co-delivering a 5-day summer professional development workshop, co-planning and co-delivering a full day meeting with project school administrators, resource support (both face-to-face and online) for school-based Professional Learning Community work with lesson cycles, assistance refining year 1 end product of a vertical set of energy related questions with proficient student scientific explanation look-fors, and assisting the **JCPS** evaluator with teacher pre and post content evaluation, data management and analysis. The cost for these services shall not exceed \$32,158.

The professional development shall be provided at locations and times mutually agreed upon between **JCPS** and the **Subgrantee**.

ARTICLE II
Key Personnel

Subgrantee's work and services shall be under the direct supervision of **Subgrantee's** Principal Investigator, Dr. Thomas Tretter. Change in **Subgrantee's** PI must receive **JCPS's** prior written approval.

ARTICLE III
Term of Contract

Subgrantee shall begin performance of the services on October 1, 2013 and shall complete the services no later than September 30, 2014. Unless stated elsewhere in this subgrant, **Subgrantee's** expenditures incurred prior to this start date or subsequent to the end date are unallowable. **Subgrantee** shall notify **JCPS** as soon as possible, of any reason that might contribute to the failure to perform within the specified term even if such reason is beyond the control and without fault or negligence of **Subgrantee**. The performance period may be modified by mutual agreement of the parties.

ARTICLE IV
Consideration, Records and Billing Instructions

The total compensation for **Subgrantee's** activities shall not exceed \$32,158 based on the budget outlined in Attachment 1.

Progress Payments (if applicable):

Payment(s) shall be paid within 30 days of receiving an approved invoice.

Costs/Expenses (if applicable):

N/A

JCPS's payment to **Subgrantee** shall be based upon the terms and conditions as specified in this subgrant and the availability and allocation of **Sponsor's** funds necessary to finance **JCPS's** performance and upon the contingency that the **Sponsor** continues to award the project to **JCPS**.

Subgrantee acknowledges that payment is contingent upon expenses being allowable in accordance with the specifications of **Award** between **JCPS** and **Sponsor**. The determination of allowable costs for **Subgrantee's** activities will be made in accordance with the following applicable Federal Cost Principle inclusive of all amendments in effect as of the date of this subgrant.

Institutions of Higher Education (OMB Circular A-21)
State and Local Governments (OMB Circular 87)
Nonprofit Organizations other than Institutions of Higher Education and
Hospitals (OMB Circular A-122)

Subgrantee shall maintain reasonable records incident to the performance of this subgrant and shall allow **JCPS** access to those records. If this subgrant is greater than \$10,000, the Comptroller General of the United States or any of their representatives shall have the right of access to any books, documents, papers and records of the **Subgrantee** which are related to this **Award** for the purpose of making audits, examination, excerpts and transcripts.

Payment will be provided upon receipt of invoices (a) reflecting the cost categories as outlined in the budget (Attachment 1), and (b) approved and signed by the **Subgrantee's** appropriate administrative official. **Subgrantee** shall submit invoices after the incurrence of allowable costs, but not more frequently than monthly; invoices shall provide a current and cumulative breakdown of costs and required cost sharing, if any, in separate columns.

Invoices also require signature of **Subgrantee's PI**.

The Final Invoice shall be clearly identified as "final" and shall be submitted no later than 30 days after the subgrant's end date. **JCPS** will not be obligated to reimburse **Subgrantee** for expenses invoiced after this date.

All invoices shall be submitted in duplicate to:

Karen Moore
JCPS Gheens Academy
4425 Preston Highway
Louisville, KY 20213

ARTICLE V Designated Representatives

For JCPS	For Subgrantee
Name: Lee Ann Nickerson	Name: Dr. Thomas Tretter
Title: Science Curriculum Specialist	Title: Associate Professor
Address: JCPS Gheens Academy 4425 Preston Highway Louisville, KY 40213	Address: University of Louisville College of Education, Room 289 Louisville, KY 40292
Telephone: (502) 485-4361	Telephone: (502) 852-0595
FAX: (502) 485-6545	FAX:
E-Mail: lee.nickerson@jefferson.kyschools.us	E-Mail: tom.tretter@louisville.edu

ARTICLE VI Reports

Subgrantee will submit reports required by **JCPS's** designated representative cited in Article V. Such reports shall be submitted according to the schedule and in the format agreed to by the

designated representatives of both parties. The final Progress Report must be submitted to **JCPS's** designated representative no later than 30 days after the project's end date.

ARTICLE VII Patents and Inventions

Any invention arising out of the activities assisted by this subgrant shall be promptly and fully reported to **JCPS's** designated representative. The ownership and manner of disposition of all rights in and to such invention shall be subject to the regulations issued by the **Sponsor** as such regulations appear in the **Award** between the **Sponsor** and **JCPS**.

ARTICLE VIII Assignments and Subgrants

Neither performance nor payment involving the whole or any part of this subgrant as described under Article I may be assigned, subgranted, transferred, or otherwise given or imposed on any other party by **Subgrantee** without the prior written consent of **JCPS**.

ARTICLE IX Changes and Prior Approval

Subgrantee is responsible for both notifying **JCPS** and obtaining prior written approval from **JCPS** for any changes, which might materially alter the terms of this subgrant. Examples include, but are not limited to: changes in the period of performance, changes in **Subgrantee's** designated representative or PI, significant rebudgeting and changes in the scope of work. In the event of uncertainty as to whether a change requires prior approval, refer question to **JCPS's** designated representative cited in Article V.

ARTICLE X Insurance

Subgrantee shall be solely responsible for any and all third party liability that might result from **Subgrantee's** actions or inactions in the performance of this subgrant. Therefore, **Subgrantee** shall maintain sufficient insurance coverage for Public Liability, Property Damage, Employer's Liability and Compensation Insurance and Motor Vehicle Liability (Personal Injury and Property Damage).

ARTICLE XI Termination

JCPS reserves the right to terminate this subgrant at any time by giving **Subgrantee** written notice at least 30 days prior to the effective date of termination. The **Subgrantee** may terminate this subgrant at any time by giving **JCPS** written notice at least 30 days prior to the effective date of termination.

In the event of default, either by **Subgrantee's** or **JCPS's** failure to substantially perform its obligations, **Subgrantee's** or **JCPS's** violation of other material terms of this subgrant, or **Sponsor's** termination of work by **JCPS** on the subject matter of this **Award**, then performance by the **Subgrantee** under this subgrant may be terminated by **JCPS** or by **Subgrantee** at any time by giving written notice to the other party. Should performance be so terminated, the **Subgrantee** shall be paid for its reasonable costs and commitments to the date of termination, but only to the extent that such costs and commitments are reimbursable to **JCPS** under the terms of **Sponsor's Award**. Payment shall be made upon submission to **JCPS** of a final invoice covering the aforementioned performance and submission of any and all results achieved to the time of termination and acceptance thereof by **JCPS**.

ARTICLE XII General Provisions

Human Subjects Research

It is acknowledged that **Subgrantee's** work and services under this **Award** will not involve (1) human subjects research within the meaning of 45 CFR 46 and 21 CFR 50 and 56; (2) animal research within the meaning of the Animal Welfare Act as amended (7 USC 2131 et. seq.); nor (3) recombinant DNA research.

Grant Related Income

Subgrantee must report to **JCPS** any grant related income as covered by OMB Circular A-110, Paragraph 24. Disposition of such income will be consistent with the terms of the **Sponsor's Award**.

Equipment Accountability and Disposition

For purposes of this subgrant, equipment is defined as those items costing \$5000 or more and having a useful life of more than two years. Title to all equipment purchased under this agreement shall reside with the **Subgrantee**. **Subgrantee** shall be responsible for maintaining equipment records. Inventory, accountability, and disposition of equipment shall be in accordance with PHS policy. Except for for-profit firms/organizations, upon successful completion of the Subgrant, title to the equipment shall reside with the **Subgrantee**.

Rebudgeting

Line item rebudgeting by **Subgrantee** must be in accordance with any conditions as specified by **Sponsor's Award**. Rebudgeting requiring **Sponsor** approval shall be prepared as if this Subgrant were with the **Sponsor** and forwarded to **JCPS's** designated representative for proper approval before **JCPS** forwards to the **Sponsor**. Approval of these requests must be received before the new expenditures are incurred. Rebudgeting which requires a change in work scope must be approved by **JCPS'** designated representative.

Policies

This Subgrant is subject to and incorporates, as applicable, the terms and conditions of **Sponsor's Award** which **JCPS** shall provide to **Subgrantee** upon request. **Subgrantee's** policies for travel reimbursement, salaries, fringe benefits, etc. will prevail as funds are expended under this subgrant.

ARTICLE XIII Certifications

By accepting this subgrant, **Subgrantee** certifies to the following if applicable:

Non-Discrimination

Subgrantee certifies it complies with all federal statutes relating to non-discrimination. These include but are not limited to:

- E.O. 11246 "Equal Employment Opportunity" as amended by E.O. 11375 "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
- Title VI of the Civil Rights Act of 1964 (P.L. 88-352 which prohibits discrimination based on race, color, or national origin;
- Title IX of the Educational Amendments of 1972 which prohibits discrimination based on sex;
- Age Discrimination Act of 1975, which prohibits unreasonable discrimination based on age.

Drug-Free Workplace

Subgrantee will provide a drug-free workplace in accordance with the provisions of the Drug Free Workplace Act of 1988 (P.L. 100-690, Title V, Subtitle D) and 45 CFR, 76.

Smoke-Free Workplace

Subgrantee will provide a smoke-free workplace in accordance with the provisions of the Pro-Children Act of 1994 (P.L. 103-227, Part C - Environmental Tobacco Smoke, Section 1041-1044).

Debarment. Suspension. Repayment of Federal Debt

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. Furthermore, **Subgrantee** certifies neither it nor its principals are delinquent on the repayment of any federal debt.

Audit Requirements

By accepting this subgrant, **Subgrantee** certifies that it meets the audit requirements of OMB Circular A133 or Circular A-128 as appropriate, and will furnish a copy of such audit report to **JCPS** upon request. **Subgrantee** further certifies that, in instances of non-compliance with federal laws and regulations, appropriate corrective action will be taken. **Subgrantee** agrees to notify **JCPS** of the corrective action within six months of furnishing the audit report to **JCPS**. All records and reports prepared in accord with the requirements of OMB Circular A-133 or Circular A-128 shall be available for inspection by **Sponsor's** representatives during normal business hours.

Clean Air and Water Certification

Subgrantee certifies that any facility to be used in the performance of this agreement is not listed on the Environmental Protection Agency (EPA) list of Violating Facilities. **Subgrantee** will immediately notify **JCPS**, before this subgrant, of the receipt of any communication from the Administrator, or a designee of EPA, indicating any facility the **Subgrantee** proposes to use for the **Subgrantee's** performance is under consideration to be listed on the EPA list of Violating Facilities.

Conflict of Interest

Subgrantee certifies that it has implemented a written and enforced conflict of interest policy; that to the best of **Subgrantee's** knowledge, all financial disclosures required by **Sponsor** have been made; and that all identified conflicts of interest will prior to **Subgrantee's** expenditure of funds under this subgrant, be promptly disclosed, in writing, to **JCPS**. **Subgrantee**, at **JCPS's** request, will provide information about how it identified, managed, reduced or eliminated conflicts of interest. Failure to disclose such instances or to provide information to **JCPS** may be cause for termination as specified in Article XI.

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

By signing this subgrant, **Subgrantee** hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

No 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 on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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, and officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, **Subgrantee** shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to **JCPS**.

Submission of this certification and disclosure is a prerequisite for making or entering into this subgrant imposed by section 1352, title 31 United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Compliance with Statutes

Subgrantee shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the **Subgrantee** for the duration of this subgrant and

shall reveal any final determination of a violation by the **Subgrantee** of the preceeding KRS Chapters.

ARTICLE XIV Order of Precedence

In the event of any inconsistency among the provisions of this subgrant the inconsistency shall be resolved by giving precedence as follows: (1) if attached, any Special Provisions; (2) subgrant's General Provisions and other documents, exhibits and attachments; and (3) **Sponsor's Award**.

ARTICLE XV Entire Agreement

This subgrant is intended by the parties as a final written expression of their agreement and supersedes and replaces any prior oral or written agreement. Any terms or conditions proposed by Subgrant inconsistent with or in addition to terms and conditions herein contained shall be void and of no effect unless specifically agreed to by **JCPS** and **Subgrantee** in writing and signed by both parties.

ARTICLE XVI Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

ARTICLE XVII Confidentiality

In performance of the Research, either party may disclose information to the other party which it considers to be proprietary and confidential (hereinafter Confidential Information). The disclosing party shall designate all such information as confidential at the time of disclosure either orally or in writing. If designated confidential orally, the disclosing party shall within 30 days of the date of disclosure confirm in writing the confidential nature of such information. Both parties shall use reasonable efforts to ensure said Confidential Information is kept confidential. Except as otherwise provided herein, the recipient will not disclose the Confidential Information without the consent of the disclosing party and shall use the Confidential Information only for the purposes of this Agreement. Notwithstanding the foregoing, recipient may transfer Confidential Information to those of its employees, board members, officers, directors and agents as may be reasonably necessary to carry out the performance of this Agreement. Information shall not be subject to the restrictions of this Article XVII where the:

- (a) information was possessed by receiving party prior to receipt from disclosing party other than through prior disclosure by the disclosing party as evidenced by receiving party's business records;

- (b) information published or available to the general public otherwise than through a breach of this Agreement;
- (c) information obtained by receiving party from a third party with a valid right to disclose it, provided that said third party is not under a confidentiality obligation to the disclosing party;
- (d) information was independently developed by employees, agents or consultants of receiving party who had no knowledge of or access to the information as evidenced by receiving party's business records;
- (e) information for which the receiving party obtains the disclosing party's prior written permission to publish or which is disclosed in the necessary course of the prosecution of patent applications upon intellectual property developed pursuant to this Agreement; or
- (f) information is required to be disclosed by the Kentucky Open Records Act or other law, regulation, Attorney General decisions that carry the force of law, or court order.

IN WITNESS WHEREOF, the parties hereto have caused their authorized official to execute this grant as of the date(s) set forth below:

JEFFERSON COUNTY PUBLIC SCHOOLS

Donna M. Hargens, Ed.D.
Superintendent

Date

SUBGRANTEE

Barbara Sells
Senior Grants Management Specialist

Date

Employer Identification Number

ATTACHMENT 1

SUBGRANT

JEFFERSON COUNTY PUBLIC SCHOOLS
AND
UNIVERSITY OF LOUISVILLE

Mathematics and Science Partnerships

Budget

	Grant Funds	Cost Share
Faculty Salaries and Fringe Benefits	\$32,158	\$2,962
Totals	\$32,158	\$2,962