

SUBGRANT

BELLARMINE UNIVERSITY

AND

JEFFERSON COUNTY PUBLIC SCHOOLS

This Subgrant entered into this 1st day of October 2016, by and between Bellarmine University, with its principal place of business at 2001 Newburg Road, Louisville, KY 40205 and the Board of Education of Jefferson County, Kentucky operating under the name of the Jefferson County Public Schools (hereinafter JCPS or Subgrantee), with its principal place of business at 3332 Newburg Road, Louisville, KY 40218, is for the performance of certain work/services by the **Subgrantee** and the reimbursement of allowable costs.

BACKGROUND

WHEREAS Bellarmine University has received funding for year 1 from the United States Department of Education via the Kentucky Department of Education (hereinafter **Sponsor**) and anticipates funding for year 2 an award entitled Mathematics and Science Partnerships (herein **Award**).

WHEREAS **Subgrantee** has agreed to collaborate with Bellarmine University, as detailed in the application for the **Award** and upon funding for year 2 (anticipated date October 2016). This Subgrant is null and void if notification of funding is not received by Bellarmine University for year 2 from the **Sponsor** by **September 30, 2016**.

NOW, THEREFORE, in consideration of the mutual promises and Subgrants set forth herein, Bellarmine University 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**:

Bellarmino University shall provide science, technology, engineering, arts, and mathematics (STEAM) education and science and mathematics professors who will collaborate with JCPS personnel to design and facilitate teacher professional development. Year two continues with coaches leading a professional learning community for a total of 27 teachers in Alex R. Kennedy, Bowen, Brandies, Field, and Tully Elementary Schools as they implement job-embedded STEAM tasks and units throughout the year. Support will include community stakeholders (e.g. Kentucky Science Center, Kentucky Center for the Arts, Speed Art Museum), school (five principals) and district administrators (math content specialist and science content specialist), experienced teachers in STEM/STEAM, and higher education faculty in science, mathematics, and education. An annual MakerFaire showcase on Bellarmine University's

campus will showcase the STEAM work teachers and their students in grades 3-5 have been engaged in throughout the year. All stakeholders are invited to this public showcase. Teacher requirements will include five release days (5 @ 6 hours each = 30), eight after school sessions (8 @ 3.5 hours each = 28), and culminating event MakerFaire (7 hours). Total = 65 hours. Building principals will support their teachers and coaches and participate in the MakerFaire. District administrators (math content specialist and science content specialist) will participate in planning sessions and will attend some professional development sessions, contributing their expertise and serving as a resource for participating teachers and coaches. The cost for these services shall not exceed \$63,480.

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

ARTICLE II Key Personnel

Subgrantee's work and services shall be under the direct supervision of Bellarmine University's Principal Investigators, Drs. Kristin Cook and Sarah Bush. Change in **Subgrantee's** designated representative(s) must receive Bellarmine University prior written approval.

ARTICLE III Term of Contract

Subgrantee shall begin performance of the services on October 1, 2016 and shall complete the services no later than September 30, 2017. 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 Bellarmine University 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 Subgrant of the parties.

ARTICLE IV Consideration, Records and Billing Instructions

The total compensation for **Subgrantee's** activities shall not exceed \$63,480 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

Bellarmino University'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 Bellarmine University's performance and upon the contingency that the **Sponsor** continues to award the project to Bellarmine University.

Subgrantee acknowledges that payment is contingent upon expenses being allowable in accordance with the specifications of **Award** between Bellarmine University 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.

2 Code of Federal Regulations (CFR) Part 200 (Subparts A – F)

Subgrantee shall maintain reasonable records incident to the performance of this Subgrant and shall allow Bellarmine University 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** designated representative(s).

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

All invoices shall be submitted to:
Bellarmine University
2001 Newburg Rd
Louisville, KY 40205
Attn: Dr. Kristin Cook
Dr. Sarah Bush

ARTICLE V Designated Representatives

For Bellarmine University	For Subgrantee
Name: Drs. Kristin Cook & Sarah Bush	Name: Lynn Smith & Lee Ann Nickerson
Title: Assistant Professor & Assistant Dean	Title: Mathematics Content Specialist Science Content Specialist
Address: Bellarmine University 2001 Newburg Rd	Address: JCPS 4425 Preston Hwy

Louisville, KY 40205	Louisville, KY 40213
Telephone: (502) 272-8146 & (502) 272-8135	Telephone: 502-485-6607 502-485-4361
FAX:	FAX:
E-Mail: kcook@bellarmine.edu sbush@bellarmine.edu	E-Mail: lynn.smith@jefferson.kyschools.us lee.nickerson@jefferson.kyschools.us

ARTICLE VI Reports

Subgrantee will submit reports required by Bellarmine University'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 Bellarmine University 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 Bellarmine University'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 Bellarmine University.

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 Bellarmine University.

ARTICLE IX Changes and Prior Approval

Subgrantee is responsible for both notifying Bellarmine University and obtaining prior written approval from Bellarmine University 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(s), 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 Bellarmine University'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

Bellarmino University 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 Bellarmine University written notice at least 30 days prior to the effective date of termination.

In the event funding is not received from the Sponsor for year 2 (Mathematics and Science Partnerships), Bellarmine reserves the right to terminate this agreed upon proposed Subgrant.

In the event of default, either by **Subgrantee's** or Bellarmine University's failure to substantially perform its obligations, **Subgrantee's** or Bellarmine University's violation of other material terms of this Subgrant, or **Sponsor's** termination of work by Bellarmine University on the subject matter of this **Award**, then performance by the **Subgrantee** under this Subgrant may be terminated by Bellarmine University 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 Bellarmine University under the terms of **Sponsor's Award**. Payment shall be made upon submission to Bellarmine University 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 Bellarmine University.

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 Bellarmine University any grant related income as covered by 2 Code of Federal Regulations (CFR) Part 200 (Subparts A – F). 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 \$2,000 or more and having a useful life of more than one year. Title to all equipment purchased under this Subgrant

shall reside with the **Subgrantee**. **Subgrantee** shall be responsible for maintaining equipment records. Inventory, accountability, and disposition of equipment shall be in accordance with the granting agency's policies. 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 Bellarmine University's designated representative for proper approval before Bellarmine University 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 Bellarmine University's designated representative.

Policies

This **Subgrant** is subject to and incorporates, as applicable, the terms and conditions of **Sponsor's Award** which Bellarmine University 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 the 2 CFR 200 as appropriate, and will furnish a copy of such audit report to Bellarmine University 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 **Bellarmino University** of the corrective action within six months of furnishing the audit report to Bellarmine University. All records and reports prepared in accord with the requirements of the 2 CFR 200 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 Subgrant is not listed on the Environmental Protection Agency (EPA) list of Violating Facilities. **Subgrantee** will immediately notify Bellarmine University, 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 Bellarmine University. **Subgrantee**, at Bellarmine University'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 Bellarmine University 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 Subgrant, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative Subgrant.

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 Bellarmine University .

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 Subgrant

This Subgrant is intended by the parties as a final written expression of their Subgrant and supersedes and replaces any prior oral or written Subgrant. 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 Bellarmine University and **Subgrantee** in writing and signed by both parties.

ARTICLE XVI Applicable Law

This Subgrant 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 Subgrant. 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 Subgrant. 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 Subgrant;
- (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 Subgrant; 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.

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

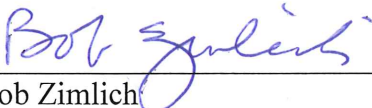
- In all respects comply with the provisions of FERPA. For purposes of the Subgrant, "FERPA" includes the requirements of Chapter 99 of title 34 of the Code of Federal Regulations.
- Use any such data for no purpose other than to fulfill the purposes of the Subgrant, and not share any such data with any person or entity other than Bellarmine and its employees, contractors and agents, without the approval of JCPS.
- Require all employees, contractors and agents of Bellarmine 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 Subgrant.
- Conduct project in a manner that does not permit the identification of an individual student by anyone other than employees, contractors or agents of Bellarmine 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 result of studies.

- Destroy or return to JCPS any such data obtained under this Subgrant within thirty days after the date when it is no longer needed by Bellarmine for the purposes of the project.

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

Bellarmino University



Bob Zimlich
Vice President for Admin & Finance

8/15/2016

Date

SUBGRANTEE

Donna M. Hargens, Ed.D
Jefferson County Public Schools

Date

1-616001316
Employer Identification Number

ATTACHMENT 1
BUDGET

BELLARMINE UNIVERSITY
AND
JEFFERSON COUTNY PUBLIC SCHOOLS

Mathematics and Science Partnerships

Substitutes - \$122 per day

5 schools @ 1 coach @ 5 days \$3,050

27 teachers (across 5 schools) @ 5 days \$16,470

Stipend for MakerFaire - \$21 per hour

5 schools @ 1 coach @ 7 hours each \$735

27 teachers (across 5 schools) @ 7 hours each \$3,969

Stipends for PD - \$21.00 per hour

5 schools @ 1 coach @ 8 evenings @ 3.5 hours per month \$2,940

27 teachers (across 5 schools) @ 8 evenings @ 3.5 hours per month \$15,876

Fringes (liability ins., workers comp, retirement, Medicacare Match)

Substitutes - coach \$1,652

Substitutes - teachers \$8,928

Sipend MakerFaire - coach \$105

Stipend MakerFaire - teachers \$567

Coach PD Stipends \$420

Teacher PD Stipends \$2,268

Data Management, Planning and Evaluation Services

100 hours @ \$65 per hour \$6,500

Total Direct Costs \$63,480