

SUBGRANT AGREEMENT

UNIVERSITY OF LOUISVILLE

AND

JEFFERSON COUNTY PUBLIC SCHOOLS

This Agreement entered into this 16th day of November 2016, by and between the University of Louisville Research Foundation, Inc. (hereinafter **Subgrantee**), with its principal place of business at 300 E. Market Street, Suite 300, Louisville, KY 40202 and 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, is for the performance of certain work/services by the **Subgrantee** and the reimbursement of allowable costs.

BACKGROUND

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

WHEREAS the **Subgrantee** has agreed to collaborate with JCPS, as detailed in the application for the **Award** and upon the receipt by JCPS of funding for year 1 (anticipated date November 1, 2016).

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

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

The **Subgrantee** shall provide education and science faculty who will collaborate with JCPS personnel (i.e., science specialist, science goal clarity coaches) to design and facilitate teacher professional development for 50 sixth and seventh grade science teachers. Activities will include three two-day workshops during the school year, six afterschool sessions, and a four-day summer workshop. The focus of professional development activities is middle school science classroom formative assessments. The professional development shall be provided at locations and times mutually agreed upon between JCPS and the **Subgrantee**. In addition to professional development services, the **Subgrantee** shall provide qualitative data collection and analysis. Qualitative instruments will include interviews with teacher participants and administrators, observations of classroom teaching by the **Subgrantee's** faculty, and surveys of JCPS principals. The costs of all services shall not exceed \$57,128.

ARTICLE II Key Personnel

The **Subgrantee's** work and services shall be under the direct supervision of the **Subgrantee's** Principal Investigator, Dr. Tom Tretter. Change in the **Subgrantee's** designated representative(s) must receive prior written approval from JCPS.

ARTICLE III Term of Contract

The **Subgrantee** shall begin performance of the services on November 1, 2016 and shall complete the services no later than September 30, 2017. Unless stated elsewhere in this Agreement, the **Subgrantee's** expenditures incurred prior to this start date or subsequent to the end date are unallowable. The **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 the **Subgrantee**. The performance period may be modified only by mutual written agreement of the parties.

ARTICLE IV Consideration, Records and Billing Instructions

The total compensation for the **Subgrantee's** activities shall not exceed \$57,128 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, as detailed below.

Costs/Expenses (if applicable):

As detailed below.

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

The **Subgrantee** acknowledges that payment is contingent upon expenses being allowable in accordance with the specifications of the **Award** between JCPS and **Sponsor**. The determination of allowable costs for the **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 Agreement.

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

The **Subgrantee** shall maintain reasonable records incident to the performance of this Agreement and shall allow JCPS access to those records. The **Subgrantee** acknowledges that 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 the **Sponsor's 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. The **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 the **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 date of final completion of Services by the **Subgrantee**. JCPS will not be obligated to reimburse the **Subgrantee** for expenses invoiced after this date.

All invoices shall be submitted to:
Jefferson County Public Schools
4425 Preston Hwy
Louisville, KY 40213
Attn: Lee Ann Nickerson

ARTICLE V Designated Representatives

For Jefferson County Public Schools	For University of Louisville Research Foundation, Inc.
Name: Lee Ann Nickerson	Name: David L White
Title: Science Content Specialist	Title: Grants Management Specialist
Address: JCPS 4425 Preston Hwy Louisville, KY 40213	Address: 300 E. Market Street, Suite 300 Louisville, KY 40202-1959
Telephone: 502-485-3471	Telephone: (502) 852-3788
FAX:	FAX: (502) 852-8429
E-Mail: lee.nickerson@jefferson.kyschools.us	E-Mail: grntmgmt@louisville.edu

ARTICLE VI Reports

The **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 date of final completion of Services by the **Subgrantee**.

ARTICLE VII Patents and Inventions

Any invention arising out of the activities assisted by this Agreement 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 Subcontracts

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

ARTICLE IX Changes and Prior Approval

The **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 Agreement. Examples include, but are not limited to: changes in the period of performance, changes in the **Subgrantee's** designated representative(s), or significant rebudgeting and changes in the scope of work. In the event of uncertainty as to whether a change requires prior approval, the **Subgrantee** shall refer the question to JCPS's designated representative cited in Article V.

ARTICLE X Insurance

The **Subgrantee** shall be solely responsible for any and all third party liability that might result from the **Subgrantee's** actions or inactions in the performance of this Agreement. Therefore, the **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 Agreement at any time by giving the **Subgrantee** written notice at least 30 days prior to the effective date of termination. The **Subgrantee** may terminate this Agreement at any time by giving JCPS 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), JCPS reserves the right to terminate this Agreement.

In the event of default, either by the **Subgrantee's** or JCPS's failure to substantially perform its obligations, the **Subgrantee's** or JCPS's violation of other material terms of this Agreement, or the **Sponsor's** termination of work by JCPS on the subject matter of the **Sponsor's Award**, then performance by the **Subgrantee** under this Agreement may be terminated by JCPS or by the **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 the **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 the **Subgrantee's** work and services under the **Sponsor's 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

The **Subgrantee** must report to JCPS 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 Agreement, 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 Agreement shall reside with the **Subgrantee**. The **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 the **Subgrantee's** successful completion of the services under this Agreement, title to the equipment shall reside with the **Subgrantee**.

Rebudgeting

Line item rebudgeting by the **Subgrantee** must be in accordance with any conditions as specified by the **Sponsor's Award**. Rebudgeting requiring the **Sponsor's** approval shall be prepared as if this Agreement 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's designated representative.

Policies

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

ARTICLE XIII Certifications

By signing this Agreement, the **Subgrantee** certifies to the following if applicable:

Non-Discrimination

The **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", paragraphs (1) through (7) of section 202 of such E.O. 11246 are hereby incorporated by reference;
- 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.
- Americans with Disabilities Act, Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals.

Drug-Free Workplace

The **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

The **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

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

Audit Requirements

By signing this Agreement, the **Subgrantee** certifies that it meets the audit requirements of 2 CFR 200 as appropriate, and will furnish a copy of such audit report to JCPS upon request. The **Subgrantee** further certifies that, in instances of non-compliance with federal laws and regulations, appropriate corrective action will be taken. The **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 2 CFR 200 shall be available for inspection by the **Sponsor's** representatives during normal business hours.

Clean Air and Water Certification

The **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. The **Subgrantee** will immediately notify JCPS, before performing any services under this Agreement, 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

The **Subgrantee** certifies that it has implemented a written and enforced conflict of interest policy; that to the best of the **Subgrantee's** knowledge, all financial disclosures required by the **Sponsor** have been made; and that all identified conflicts of interest will prior to the **Subgrantee's** expenditure of funds under this Agreement, be promptly disclosed, in writing, to JCPS. The **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 Agreement, the **Subgrantee** hereby certifies to the best of its 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, the **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 Agreement 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

The **Subgrantee** certifies that within the previous five (5) year period there has been no final determination of a violation by the **Subgrantee** of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the **Subgrantee**, and the **Subgrantee** agrees that the **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 Agreement.

ARTICLE XIV Order of Precedence

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

ARTICLE XV Entire Agreement

This Agreement 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 the Subgrantee 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 the **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.

If the performance of this Agreement involves the transfer by JCPS to the **Subgrantee** of any data regarding any JCPS student that is subject to the Family Educational Rights and Privacy Act ("FERPA"), the **Subgrantee** agrees 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 this Agreement, and not share any such data with any person or entity other than the **Subgrantee** and its employees, contractors and agents, without the approval of JCPS.
- Require all employees, contractors and agents of the **Subgrantee** 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 this Agreement.
- 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 the **Subgrantee** 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 Agreement within thirty days after the date when it is no longer needed by the **Subgrantee** for the purposes of the project.

ARTICLE XVIII Non-Discrimination Policy

No person with responsibilities in the operation of the project shall discriminate against any student, member of the staff of, or beneficiary of the project, with respect to any aspect of the project on the basis of race, color, national origin, age, religion, marital or parental status,

political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability.

ARTICLE XIX Volunteers

Subgrantee employees/volunteers/contractors convicted of any of the following, per JCPS Board Policy 03.6, shall not be considered:

- Any conviction for sex-related offences;
- Any conviction for offenses against minors;
- Any conviction for felony offenses, except as provided below;
- Any conviction for deadly weapon-related offenses;
- Any conviction for drug-related offenses, including felony drug offenses, within the past seven years;
- Any conviction for violent, abusive, threatening or harassment related offenses;
- Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this Agreement.

ARTICLE XX Research Request Procedure

The **Subgrantee** must submit a Research Request using the Jefferson County Public Schools (JCPS) Data Request Management System (DRMS). The Subgrantee agrees to comply with JCPS requirements for research projects. The Subgrantee understands that JCPS approval does not guarantee that any JCPS School or any individuals will agree to participate—it simply means that all human subject protection aspects of the research process are in place. It will be the responsibility of the Subgrantee to demonstrate why participation has more value than a burden to the JCPS School. Although JCPS Data Management and Research will approve or not approve the research, teachers, principals, and school councils have final authority to agree or not to participate in any external research. All external research needs to have the permission from the JCPS Data Management Office BEFORE schools are approached by the researchers.

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

Jefferson County Board of Education

Donna M. Hargens, Ed.D, Superintendent

Date

1-616001316
Employer Identification Number

University of Louisville Research Foundation, Inc.

Barbara Sells
Barbara Sells, Associate Director, OSPA

10/20/16
Date  17-0031