

## FDP Cost Reimbursement Research Subaward Agreement

Pass-through Entity (PTE): University of Louisville Research Foundation, Inc.		Subrecipient: Jefferson County Public Schools	
PTE Principal Investigator (PI): Maggie McGatha, Ph.D.		Subrecipient Principal Investigator (PI): Lynn Smith, Ph.D.	
PTE Federal Award No: PON2 5401 1700000622 1	FAIN: S366B150018	Federal Awarding Agency: KY Dept. of Education	
Federal Award Issue Date: Oct 3, 2016	Total Amount of Federal Award to PTE: \$ \$ 190,111.00	CFDA No: 84.366B	CFDA Title: Mathematics and Science Partnerships
Project Title: DREAM for All Project (Developing Resident Expertise to Actualize Mathematics for All)			
Subaward Period of Performance: Start: Nov 16, 2016      End: Sep 30, 2017		Amount Funded This Action: \$ \$ 24,367.00	Subaward No. ULRF 15-1504-02
Estimated Project Period (if incrementally funded): Start:      End:		Incrementally Estimated Total: \$	Is this Award R & D <input type="checkbox"/> Yes or <input type="checkbox"/> No
Check all that apply <input checked="" type="checkbox"/> Reporting Requirements (Attachment 4) <input checked="" type="checkbox"/> Subject to FFATA (Attachment 3B) <input type="checkbox"/> Cost Sharing (Attachment 5)			

### Terms and Conditions

- 1) PTE hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are (check one) ☐ as specified in Subrecipient's proposal dated      or ☒ as shown in Attachment 5. In its performance of subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
- 2) PTE shall reimburse Subrecipient not more often than monthly for allowable costs. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification, as required in 2 CFR 200.415 (a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Principal Investigator Contact, as shown in Attachments 3A.
- 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Principal Investigator Contact, as shown in Attachments 3A, NOT LATER THAN 60 days after subaward end date. The final statement of costs shall constitute Subrecipient's final financial report.
- 4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient. PTE reserves the right to reject an invoice, in accordance with 2 CFR 200.305.
- 5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown above, "Reporting Requirements."
- 6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachments 3A and 3B. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.
- 7) Substantive changes made to this subaward agreement require the written approval of each party's Authorized Official as shown in Attachments 3A and 3B. The PTE may issue non-substantive changes to the Period of Performance (check one) ☒ Bilaterally, or ☐ Unilaterally. Unilateral modifications shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient.
- 8) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- 9) Either party may terminate this subaward with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, "Principles for Determining Costs Applicable to Research & Development under Grants and Contracts with Hospitals, as applicable.
- 10) No-cost extensions require the approval of the PTE. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachments 3A, not less than 30 days prior to the desired effective date of the requested change.
- 11) The Subaward is subject to the terms and conditions of the PTE Award and other special terms and conditions, as identified in Attachment 2.
- 12) By signing this Research Subaward Agreement Subrecipient makes the certifications and assurances shown in Attachments 1 and 2.
- 13) Research Terms & Conditions – RESERVED

By an Authorized Official of Pass-through Entity:		By an Authorized Official of Subrecipient:	
Name: Barbara Sells	Date	Name: Donna M. Hargens, Ed.D	Date
Title: Associate Director, Sponsored Programs Administration		Title: JCPS Superintendent	

**Attachment 1**  
**Research Subaward Agreement**  
**Certifications and Assurances**

By signing the Subaward Agreement, the Authorized Official of Subrecipient certifies, to the best of his/her knowledge and belief, that:

**Certification Regarding Lobbying**

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 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.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the Pass-through Entity.

3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Debarment, Suspension, and Other Responsibility Matters**

Subrecipient certifies by signing this Subaward Agreement 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.

**Audit and Access to Records**

Subrecipient certifies by signing this Subaward Agreement that it complies with the Uniform Guidance, will provide notice of the completion of required audits and any adverse findings which impact this subaward as required by parts 200.501-200.521, and will provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable.

**Attachment 2**  
**Research Subaward Agreement**  
**Copy of Prime Award Terms and Conditions**

*Copy of Award Notice (attached \_\_\_\_ pages)*

*Special terms and conditions:*

1. **Copyrights** ☐ grants / ☒ shall grant (check one) to Prime Recipient an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Government under its Prime Award.
2. **Data Rights**  
Subrecipient grants to Prime Recipient the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Government under its Prime Award.
3. **Automatic Carry Forward:** / ☐ / Yes / ☒ / No  
(If No, Carry Forward requests must be sent to Prime Recipient's Authorized Official contact, as shown in Attachment 3).

**Additional Special Terms:**

Please review terms & conditions of prime award as they flow down to the subawardee.

**Attachment 3A**  
**Research Subaward Agreement**

Subaward Number:

ULRF 15-1504-02

**Pass-through Entity (PTE) Contacts**

**Pass-through Entity (PTE)**

Name: University of Louisville Research Foundation, Inc.

Address: Office of Sponsored Programs Administration  
The Nucleus, 300 East Market Street, Suite 300

City: Louisville

State: KY

Zip Code+4 40202-1959

**PTE's Administrative Contact**

Name: David White

Address: University of Louisville-Office of Sponsored Programs Administration  
The Nucleus, 300 East Market Street, Suite 300

City: Louisville

State: KY

Zip Code: 40202-1959

Telephone: 502-852-3788

Fax: 502-852-8429

PTE E-mail: grntmgmt@louisville.edu

**PTE's Principal Investigator**

Name: Maggie McGatha, Ph.D.

Address: University of Louisville  
College of Education and Human Development - Room 285A

City: Louisville

State: KY

Zip Code: 40292

Telephone: 502-852-0584

Fax:

E-mail: maggie.mcgatha@louisville.edu

**PTE Financial Contact**

Name: Julie Renn

Address: Office of Sponsored Programs Administration-Finance Division, The Nucleus, 300 East Market Street, Suite 300

City: Louisville

State: KY

Zip Code: 40202-1959

Telephone: 502-852-5433

Fax: 502-852-2594

E-mail: jmrenn01@louisville.edu

Is above address used to submit invoices? ☐ Yes ☒ No (If no, include invoicing address below with instructions.)

Invoicing Address: Dr. Maggie McGatha  
University of Louisville  
College of Education and Human Development - Room 285A  
Louisville, KY 40292

**Pass-through Entity's Authorized Official**

Name: Barbara Sells

Address: Office of Sponsored Programs Administration-Grants Division  
The Nucleus, 300 East Market Street, Suite 300

City: Louisville

State: KY

Zip Code: 40202-1959

Telephone: 502-852-3788

E-mail: bfsell1@exchange.louisville.edu

Fully Executed Agreements/Amendments should be returned to: Donnia Schlaff (Subaward Administrator) dmschl05@louisville.edu

FDP Version 8-31-2015

**Attachment 3B**  
**Research Subaward Agreement**  
**Subrecipient Contacts**

Subaward Number:  
**ULRF 15-1504-02**

**Subrecipient Place of Performance**

Name: **Jefferson County Board of Education dba Jefferson County Public Schools**  
Address: **3332 Newburg Road**

**Van Hoose Education Center**

City: **Louisville**

State: **KY**

EIN No.: **61-6001316**

Institution Type: **Other**

Zip Code + 4: **40218-2414**  
(Look up)

Is Subrecipient currently registered in SAM? ☒ Yes ☐ No

**Local Education Agency - LEA**

Is Subrecipient exempt from reporting compensation? ☒ Yes ☐ No

**If no, please complete 3B page 2**

DUNS No.:

Parent DUNS No.:

Congressional District:

Congressional District:

**062984430**

**KY-III**

**Subrecipient Administrative Contact**

Name: **Lynn Smith**

Address: **4425 Preston Highway**

**Gheens Academy**

City: **Louisville**

State: **KY**

Zip Code: **40213-2033**

Telephone: **(502) 485-6607**

Fax: **(502) 485-6545**

E-mail: **lynn.smith@jefferson.kyschools.us**

**Subrecipient Principal Investigator (PI)**

Name: **Lynn Smith**

Address: **4425 Preston Highway**

**Gheens Academy**

City: **Louisville**

State:

Zip Code + 4: **40213-2033**

Telephone: **(502) 485-6607**

Fax: **(502) 485-6545**

E-mail: **lynn.smith@jefferson.kyschools.us**

**Subrecipient Financial Contact**

Name: **Denise Dewitt, Grants and Awards**

Address: **3332 Newburg Road**

**Van Hoose Education Center**

City: **Louisville**

State: **KY**

Zip Code: **40218-2414**

Telephone: **(502) 485-3734**

Fax: **(502) 485-3805**

E-mail: **denise.dewitt@jefferson.kyschools.us**

**Subrecipient Authorized Official**

Name: **Donna M. Hargens**

Address: **3332 Newburg Road**

**Van Hoose Education Center**

City: **Louisville**

State: **KY**

Zip Code: **40218-2414**

Telephone: **(502) 485-3251**

Fax: **(502) 485-8986**

E-mail: **d.hargens@jefferson.kyschools.us**

**Attachment 4**  
**Research Subaward Agreement**  
**Reporting Requirements**

Pass-through Entity will check all that apply that the Subrecipient will agree to:

- ☒ A Final technical/progress report will be submitted to the Pass-through Entity's Principal Investigator identified in Attachment 3 within 45 days after the end of the period of performance.
- ☐ Monthly technical/progress reports will be submitted to the Pass-through Entity's Financial Contact identified in Attachment 3, within 60 days of the end of the month.
- ☐ Quarterly technical/progress reports will be submitted within thirty (30) days after the end of each project quarter to the Pass-through Entity's Administrative Contact identified in Attachment 3.
- ☐ Technical/progress reports on the project as may be required by Pass-through Entity's Administrative Contact in order that Pass-through Entity may be able to satisfy its reporting obligations to the Federal Awarding Agency.
- ☐ Semi-annual technical/progress reports will be submitted within 30 days prior to the end of each project period to the Pass-through Entity's Administrative Contact identified in Attachment 3. Such report shall also include a detailed budget for the next budget period, updated Other Support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- ☒ In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's Administrative Contact identified in Attachment 3A within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Awarding Agency specific forms to the PTE's Principal Investigator identified in Attachment 3A within 60 days of the end of the period of performance so that it may be included with the PTE's final invention report to the Awarding Agency. A negative report ☒ is ☐ is not required.
- ☐ A Certification of Completion, in accordance with 2 CFR 200.201(b)(3), will be submitted within 60 days after the end of the project period to the Pass Through Entity's Administrative Contact identified in Attachment 3 (for Fixed Price subawards only.)
- ☐ Property Inventory Report; frequency, type, and submission instructions listed here and only to be used when required by PTE Federal Award

**Other Special Reporting Requirements**

This subaward is subject to the Federal Funding Accountability and Transparency Act (FFATA) subaward and executive compensation reporting requirement of 2 CFR Part 170.

Subrecipient will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of rules, regulations and relevant orders of the Secretary of Labor. These provisions are outlined in the prime award agreement under the heading, "Discrimination".

**2015 Mathematics and Science Partnerships  
Budget Summary Form – Year 2**

**PROJECT:** DREAM for All

**FISCAL AGENT:** University of Louisville Research Foundation

**JEFFERSON COUNTY SCHOOLS SUBCONTRACT**

1	2	3	4	5
MUNIS CODE	ITEM	EXPLANATION OF EXPENDITURES	Amt. Of Grant Funds	JCPS In-Kind
	<b>PERSONNEL</b>			
113	Stipends	20 Teachers X 14 hours X \$20.96	\$5,868	
120	Substitutes	20 Teachers X 2 days X \$150 per day (\$6,000) + 11 Teachers X 1 day X \$150 (\$1,650)	\$7,650	
110	JCPS Project Coordination	JCPS District K-5 Math Specialist @ 5%		\$5,556
		<b>PERSONNEL TOTALS</b>	<b>\$13,518</b>	<b>\$5,556</b>
	<b>BENEFITS</b>			
211	Life Insurance	Benefits are at established state rates: for teacher stipends, substitutes and Math Specialist.		\$8
213	Liability Insurance	Ibid		\$2
215	Long Term Disability	Ibid		\$18
222	Medicare Match	Ibid	\$196	\$72
231	KTRS	Ibid	\$2,177	\$167
253	Unemployment	Ibid	\$136	\$3
260	Workers Comp	Ibid	\$37	\$21

1	2	3	4	5
MUNIS CODE	ITEM	EXPLANATION OF EXPENDITURES	Amt. Of Grant Funds	JCPS In-Kind
	<b>BENEFITS cont.</b>			
294	Health Insurance	Ibid		
295	State Life Insurance	Ibid		
296	State Admin Fee	Ibid		
		<b>BENEFITS TOTAL</b>	<b>\$2,546</b>	<b>\$291</b>
	<b>CONTRACTUAL</b>			
320	JCPS Evaluation Services	\$65 per hour X 80 hours for data collection, analysis and reporting	\$5,200	
		<b>CONTRACTUAL TOTAL</b>	<b>\$5,200</b>	
	<b>MATERIALS AND SUPPLIES</b>			
640	Books and Periodicals	20 Teachers schools X \$155.15 books for Math Endorsement	\$3,103	
		<b>MATERIALS AND SUPPLIES TOTAL</b>	<b>\$3,103</b>	
	<b>TRAVEL</b>			
		<b>TRAVEL TOTAL</b>	<b>\$0</b>	
		<b>JCPS CONTRACT YEAR 2</b>	<b>\$24,367</b>	<b>\$5,847</b>

Matching Funds are required to be eligible for the 2015 Mathematics and Science Partnership program. Year 1 matches must equal at least 10% of the total requested funds; Year 2 must be at least 20% of the total requested funds



**Budget Narrative**  
**Math and Science Partnership**  
**DREAM for All Project**  
**Jefferson County Public Schools – Sub-Award**

Stipends are budgeted at 20 Teachers times 14 hours @ \$20.96 for \$5,868

Substitutes are budgeted at 20 Teachers times 2 days @ \$150 (\$6,000) plus 11 Teachers X 1 day @ \$150 (\$1,650) for \$7,650

Benefits are budgeted at \$2,546

JCPS Evaluation Services are budgeted at \$65 per hour times 80 hours for data collection, analysis and reporting for \$5,200

Books and Periodicals are budgeted for 20 teachers times \$155.15 each for \$3,103

Total JCPS Sub Award Budget: \$24,367

**Scope of Work**  
**Math and Science Partnership**  
**DREAM for All Project**  
**Jefferson County Public Schools – Sub-Award**

<b>Participant Description</b>	<b>Scope of Work</b>	<b>Time Commitment</b>
K-5 JCPS participating teachers	<ul style="list-style-type: none"><li>• Attend PLC meetings</li><li>• Complete graduate-level courses</li><li>• Design, plan and implement 3 lesson study cycles per academic year</li></ul>	102 hours
K-5 JCPS Administrators	<ul style="list-style-type: none"><li>• Participate in webinar</li></ul>	1 Hour
JCPS Evaluation Specialist	<ul style="list-style-type: none"><li>• Assist in data collection and analysis</li></ul>	60 Hours
JCPS Math Specialist/PI of Sub-recipient	<ul style="list-style-type: none"><li>• Oversee lesson study cycles</li><li>• Collect pre- and post- data from participating teachers</li><li>• Assist with program planning and evaluation</li></ul>	72 hours

## **Exhibit A**

**Exhibit A is incorporated herein.**

### **Records Check**

University of Louisville employees/volunteers/contractors convicted of any of the following, per Jefferson County Board of Education Policy 03.6, shall not be considered for project participation at any Jefferson County Public School:

- 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.

### **Family Educational Rights and Privacy Act**

If the performance of this Agreement involves the transfer by Jefferson County Public Schools (JCPS) to the University of Louisville (U of L) of any data regarding any JCPS student that is subject to the Family Educational Rights and Privacy Act ("FERPA"), U of L 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 the Project, and not share any such data with any person or entity other than U of L and its employees, contractors and agents, without the approval of JCPS.
- Require all employees, contractors and agents of U of L 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 Project.
- 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 U of L 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 results 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 U of L for the Project.