

AGREEMENT
BETWEEN
THE UNIVERSITY OF LOUISVILLE RESEARCH FOUNDATION, INC.
AND
JEFFERSON COUNTY BOARD OF EDUCATION

THIS Agreement, entered into by and between The University of Louisville Research Foundation ("ULRF"), located at Jouett Hall, Louisville, Kentucky 40292 and Jefferson County Board of Education dba Jefferson County Public Schools ("JCPS"), located at 3332 Newburg Road, Louisville, KY 40232, for the purpose as hereinafter set forth.

WHEREAS ULRF is the recipient of funding from the Kentucky Department of Education for the Academic Behavior Response to Intervention (ABRI) project ("Project") to support statewide multi-tiered systems of support (MTSS) for academic and behavior supports.

WHEREAS the Project contemplated by this Agreement is of mutual interest and benefit to ULRF and JCPS; and

THEREFORE the parties mutually agree as follows:

Scope of Work: This Kentucky Department of Education Project is focused on developing training and technical assistance in the basics of effective instruction and classroom management that formulate the universal level of Positive Behavioral Supports (PBS) and Response to Intervention (RTI) in the school and classroom. ABRI is structured to provide state-wide access to support with the emphasis on creating an infrastructure toward sustainability and capacity building within schools and educational cooperatives. The goal is both to increase capacity in JCPS and to evaluate academic and social outcomes for students across the district.

University of Louisville (UofL) through ABRI will:

- Provide three (3) 1-day trainings and other specific training sessions as needed.
- Attend monthly ABRI meetings and provide weekly on-site consultation and support.
- Assist with development, implementation, and analysis of all evaluation activities including graphing for visual analysis.
- Perform two (2) annual fidelity assessments (using ASA) and two (2) annual classroom instructional assessments (using SCOA) and will relay all results to the ABRI team
- Provide continuing consultation and support on an as-needed basis.
- Require all UofL employees/volunteers/contractors performing services under this Agreement to have on file a Criminal Records Check, per Kentucky law and JCPS requirements, completed no more than five years ago.

UofL 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.
- Submit a Research Request using the Jefferson County Public Schools (JCPS) Data Request Management System (DRMS) if the Project or any related data will be used for research purposes. UofL agrees to comply with JCPS requirements for research projects. UofL understands that JCPS approval does not guarantee that any participating 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 UofL to demonstrate why participation has more value than a burden to a participating 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.

If the performance of this Agreement involves the transfer by JCPS to UofL of any data regarding any JCPS student that is subject to the Family Educational Rights and Privacy Act (“FERPA”), UofL 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 UofL and its employees, contractors and agents, without the approval of JCPS.
- Require all employees, contractors and agents of UofL 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 UofL 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 UofL for the Project.

JCPS will:

Staff Support

- Commit one (1) full-time Exceptional Child Education (ECE) Specialist to perform key activities as outlined in Scope of Work (Attachment A).

Training

- Identify a representative school ABRI team from each participating JCPS School to attend all training activities.
- Introduce ABRI to the full school faculty & staff and explain personal responsibilities.
- Identify internal coaches on the ABRI team who will facilitate further training.

Implementation

- Support implementation for Reading, Math, and Behavior per training and manual.
- Establish monthly meeting schedule for the school year and inform ABRI Liaison of schedule.
- Conduct meetings in accordance with the ABRI principles of group consensus and data-based decisions.

Evaluation

- Develop and implement universal screeners in Reading, Math, and Behavior per training and manual.
- Submit behavioral data reports from Infinite Campus and/or SWIS the first week of every month.
- Submit collected academic data (e.g., universal screening data, diagnostics) at least three times per year.

Continuous Improvement

- Develop measurable goals and a plan in Reading, Math, and Behavior at the beginning of the school year.
- Assess progress on goals monthly using objective data to guide future decisions.
- Assess fidelity of implementation and quality of classroom instruction and use data to direct improvement.

Sustainability

- Commit to maintaining the ABRI team at each participating JCPS School as a permanent structure but with rotating faculty involvement
- Annual reintroduction to ABRI and regular fidelity assessments to maintain commitment
- Strive to be recognized as an ABRI certified model school.

1. **Period of Performance:** Performance under this Agreement shall begin January 2, 2017 and shall not extend beyond the estimated completion date of June 30, 2017 ("Term") unless Term is further extended for additional periods under terms as may be mutually agreed upon in writing. ULRF agrees to give JCPS notice in writing of its intention to continue the Project not less than 60 days prior to the completion date.

2. **Payment:** Payment will be provided upon receipt of invoices (a) reflecting the cost categories as outlined in the budget (Attachment B), and (b) approved and signed by JCPS' appropriate administrative official. JCPS 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. The Final Invoice shall be clearly identified as "final" and shall be submitted no later than 30 days after the Agreement's end date.

All invoices shall be submitted to:

Dr. Terry Scott

Interim Assistant Department Chair, Professor, and Distinguished Scholar

Department of Special Education

College of Education and Human Development

University of Louisville

Louisville, KY 40292

3. **Termination:** The Agreement may be terminated by either party with or without cause upon no less than 60 days written notice to either party. This Agreement may be terminated immediately by ULRF upon ten business days written notice to JCPS for its failure to cure a material breach of this Agreement. This Agreement may be terminated immediately by JCPS should the funding provided to ULRF be withdrawn, rescinded or otherwise cancelled beyond the control of the ULRF.

4. **Modification:** No waiver, alteration or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon. Any modifications or additions to this Agreement must be negotiated and approved through the University of Louisville's Office of Sponsored Programs.

5. **This Agreement:** The Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. This Agreement may be executed by Facsimile or.pdf. The parties agree that Facsimile or.pdf. copies of signatures have the same effect as original signatures.

6. **Independent Parties:** JCPS and UofL are considered to be independent parties and neither shall be construed to be an agent or representative of the other, and therefore neither shall be liable for the acts or omissions of the other. Each party shall, however, be liable for any negligent or wrongful acts of its own employees, students and invitees.

7. **Entire Agreement:** The Agreement, together with any attachments hereto and any amendment or modifications that may hereafter be agreed to by the parties in accordance with ARTICLE 5 , constitute the entire understanding between the parties with respect to the subject-matter hereof and supersede any and all prior understandings and agreements, oral and written, relating hereto.

8. **Applicable Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Jefferson County Board of Education

dba: Jefferson County Public Schools

Donna M. Hargens, Ed.D
Superintendent

Date

University of Louisville Research Foundation:

University of Louisville Research Foundation, Inc.

SUBRECIPIENT COMMITMENT FORM

All subrecipients are required to complete the Subrecipient Commitment Form and provide the signature of the authorized organizational representative, prior to submission of proposal.

SECTION A – CONTACT INFORMATION

Subrecipient Legal Name: Jefferson County Board of Education
Address: 3331 Newburg Road
City Louisville State KY Zip 40218
Phone: 502-485-3028 Email: latricia.bronger@jefferson.kyschools.us
Subrecipient PI Name: Latricia Bronger
Address where research will be performed Jefferson County Public Schools
City Louisville State KY Zip _____
Proposal Title: Academic Behavior Response to Intervention (ABRI 8)
Performance Period Begin Date: 01/02/2017 End Date: 06/30/2017
Subrecipient Funds Requested: \$66,275.08 Subrecipient Congressional District KY03
Subrecipient DUNS Number 062984430 Subrecipient EIN 61-6001316
Is Subrecipient currently registered in the System for Award Management (SAM) Yes
U of L's PI Name: Terry Scott
Prime Sponsor: Kentucky Department of Education

SECTION B – REQUIRED PROPOSAL DOCUMENTS

Statement of Work
Budget and Budget Justification in agency required format
☒ Cost Reimbursable ☐ Fixed Price

SECTION C – CERTIFICATIONS

1. Facilities and Administrative (F&A) costs included in this proposal have been calculated based on the following:

- ☐ Subrecipient's federally negotiated F&A rate for this type of work
(If this box is checked please attach a copy of your current rate agreement or a URL link to the agreement)
- ☐ Other rates
(Please specify the basis on which the F&A rate has been calculated in Section E Comments below)
- ☐ Not applicable
(No F&A costs are requested by subrecipient)

2. Human Subjects ☐ Yes ☒ No

If **Yes**, please provide Institutional Assurance Number (FWA number) _____

3. Animal Subjects ☐ Yes ☒ No

If **Yes**, please provide IACUC Assurance Number _____

4. Cost-sharing ☐ Yes ☒ No Amount: \$ _____

(Cost-sharing amounts and justification should be included in the subrecipient's budget)

5. Conflict of Interest

Please check the appropriate response below

☐ Not applicable because the project is not being funded by a sponsor that has adopted the federal financial disclosure requirements (AHA, etc.)

☒ Subrecipient Organization certifies that it has an active and enforced conflict of interest policy at least as rigorous as 42 CFR Part 50, Subpart F "Responsibility of Applicants for Promoting Objectivity in Research" and 45 CFR Part 94 "Responsible Prospective Contractors." Subrecipient also certifies that, to the best of Institution's knowledge, (1) all financial disclosures will be made related to the activities that may be funded by or through a resulting agreement, and required by its conflict of interest policy, and (2) all identified financial conflicts of interest have or will have been satisfactorily managed, reduced or eliminated in accordance with subrecipient's conflict of interest policy prior to the expenditures of any funds under any resultant agreement and within a manner sufficient to enable timely FCOI reporting.

☐ Subrecipient does not have an active and/or enforced conflict of interest policy and agrees to follow UofL's policy. (UofL's policy can be found at <http://www.louisville.edu/conflictinterest>)

By signing below, Subrecipient certifies that the required training related to Conflict of Interest will be completed by all key personnel prior to engaging in any research related to any federally funded award. For those following UofL's policy, the training may be accessed by contacting coioff@louisville.edu.

6. Debarment and Suspension

Has the institution/organization, or any principal investigator or other person proposed to provide services for the proposed project ever been or is currently excluded, suspended, debarred, or otherwise deemed ineligible to participate in governmental healthcare, procurement, or other programs?

☐ Yes

☒ No

If yes, please explain in the Comments section below

SECTION D – AUDIT STATUS

7. ☒ Subrecipient is required to have an annual audit in accordance with OMB Circular A-133 or 2CFR200 as applicable.

Most recent fiscal year completed FY 15

☐ Subrecipient DOES NOT receive an annual audit in accordance with OMB Circular A-133 or 2CFR200 as applicable.

Subrecipient is a :

☐ Non-profit entity (under federal funding threshold)

☐ Foreign entity

☐ For profit entity

☐ Government entity

☐ Other Explain: _____

[illegible]

The information, certifications and representations above have been read and approved by an authorized official of the Subrecipient named herein. The appropriate programmatic and administrative personnel involved in this application are aware of agency policy in regard to subawards and are prepared to establish the necessary inter-institutional agreements consistent with these policies. **Any work begun and/or expenses incurred prior to full execution of a subaward agreement are at the Subrecipient's own risk.**

Date _____

Name and Title of Authorized Official

Address

40218

Zip

d.hargens@jefferson.kyschools.us

Email Address

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): Dr. Terrence Scott		Subrecipient Principal Investigator (PI): Latricia Bronger	
PTE Federal Award No: PON2 540 16000026151	FAIN: H027A150032	Federal Awarding Agency: KY Dept. of Education	
Federal Award Issue Date: Jun 30, 2016	Total Amount of Federal Award to PTE \$ \$ 1,021,084 00	CFDA No: 84.027A	CFDA Title: Special Education -Grants to States
Project Title: Academic Behavior Response to Intervention			
Subaward Period of Performance: Start: Jan 2, 2017 End: Jun 30, 2017		Amount Funded This Action: \$ \$ 66,275.00	Subaward No. ULRF 16-1263-03
Estimated Project Period (if incrementally funded): Start: End:		Incrementally Estimated Total: \$	Is this Award R & D <input type="checkbox"/> Yes or <input checked="" 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*
Subrecipient ☒ 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

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: Dr. Terry Scott

Address: Room 106 - College of Education and Human Development

University of Louisville

City: Louisville

State: KY

Zip Code: 40292

Telephone: 502-852-0576

Fax:

E-mail: t.scott@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: Dr. Terry Scott

Address: Room 106 - College of Education and Human Development

University of Louisville

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: bsells1@exchange.louisville.edu

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

FDP Version 8-31-2015

Attachment 3B
Research Subaward Agreement
Subrecipient Contacts

Subaward Number

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: Karen H. Frohoff, Ed.D.
Address: 3332 Newburg Road
Van Hoose Education Center
City: Louisville
Telephone: 485-3890
E-mail: karen.frohoff@jefferson.kyschools.us

State: KY

Zip Code: 40218-2414

Fax:

Subrecipient Principal Investigator (PI)

Name: Latricia Bronger
Address: 3332 Newburg Road
Van Hoose Education Center
City: Louisville
Telephone: 485-6052
E-mail: latricia.bronger@jefferson.kyschools.us

State: KY

Zip Code + 4: 40218-2414

Fax:

Subrecipient Financial Contact

Name: Denise Dewitt, Grants and Awards
Address: 3332 Newburg Road
Van Hoose Education Center
City: Louisville
Telephone: (502) 485-3734
E-mail: denise.dewitt@jefferson.kyschools.us

State: KY

Zip Code: 40218-2414

Fax: (502) 485-3805

Subrecipient Authorized Official

Name: Donna M. Hargens
Address: 3332 Newburg Road
Van Hoose Education Center
City: Louisville
Telephone: (502) 485-3251
E-mail: d.hargens@jefferson.kyschools.us

State: KY

Zip Code: 40218-2414

Fax: (502) 485-8986

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Attachment 4 Research Subaward Agreement Reporting Requirements

PTE will check all that apply that the Subrecipient will agree to:

- ☒ A Final technical/progress report will be submitted to the PTE's Principal Investigator identified in Attachment 3 within 60 days after the end of the period of performance.
- ☐ Monthly technical/progress reports will be submitted to the PTE'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 PTE's Administrative Contact identified in Attachment 3.
- ☒ Technical/progress reports on the project as may be required by PTE's Principal Investigator in order that PTE 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 PTE'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 days after the end of the project period to the Pass Through Entity's 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

Please note that, if contractor is current retiree of the Kentucky Teachers Retirement System (KTRS), or proposes to use a current or potential retiree of KTRS to perform any work under any contract this may have an adverse impact upon retirement benefits for that retiree. This would occur, regardless of whether a contract is awarded to the individual directly or to another legal entity for which the individual works.

Accordingly, if a contractor proposes to use such individuals to perform the work, the contractor is strongly encouraged to check with KTRS to determine what requirement apply, before entering into a contract. The KTRS help desk number is 1-800-618-1687.

Furthermore, as a condition of any successful contract award, any information on such retirees (as defined and required by KTRS) must be submitted prior to any services being performed by said individuals under this contract. As a firm condition of this contract, any contractor agrees to indemnify and hold the Kentucky Department of Education harmless, for any failure by such current or potential retirees to properly report information concerning their retirement status, during the life of any contract awarded.

For agreements that include funds, the Second Party shall comply with the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act – P.L. 109-282, as amended by section 6202(a) of P.L. 110-252), including registration of a Data Universal Numbering System (DUNS) identifier number if the amount of Federal funds awarded to the Second Party is \$25,000.00 or more. Details on how to register and acquire a DUNS number are available at <http://fedgov.dnb.com/webform>, and are free for all entities required to register for grant awards under these provisions. The Second Party must disclose to KDE the names of the top five executives and total compensation to each, if:

*More than 80% of the Second Party's annual gross revenues originate from the federal government (directly or indirectly through the state), and those revenues are greater than \$35,000,000 annually, and

*Compensation information is not already available to the public.

5+5a

SALARY, FRINGE & INDIRECT COST CALCULATIONS FOR CONTRACTS
January 2 - June 30, 2017

Latricia Bronger 130 Days - Start Date January 2, 2017

1 1=NON-FED CERTIFIED
2= CLASSIFIED
3= FEDERAL CERTIFIED

GROSS SALARY **59,459.70** 130 days x \$457.3823

MONTHS INCLUDED IN
GROSS SALARY ABOVE **6**

EX. 1 MO = 1
1 WK = .25

FICA (CERS employees)	0.062	0.00
MEDICARE	0.0145	777.24
CERS	0.1706	0.00
KTRS (NON-FED)	0.0300	1,783.79
KTRS (Fed)	0.16105	0.00
IF MOVING KTRS TO/FROM GENERAL FUND: USE CODE # 10 7474F		
WORK. COMP	0.0027	160.54
Life Ins & AD&D	0.000090	32.11
Liability Ins	43.1300	43.13
LIABILITY YEARLY -43.13		
Disablility Ins	0.0030	178.38
Unemployment Ins	0.01	60.00
(1% of the first \$6,000 wages) MAX UNEMPLOYMENT YR - \$60		

TOTAL FRINGES **3,035.19**

TOTAL ALL FRINGES	62,494.89
Indirect Cost 2.96%	1,849.85
Sub Total Contract	64,344.74
3% Allowance	1,930.34
Total Contract	66,275.08

NOTE: This is contract salary only. Does not include extended time/day, extra service work or substitute pay.

Scope of Work: (attach word document) as it would appear in the subcontract

ECE Specialist scope of work is listed below. This represents a series of tasks that fall within the objective of developing infrastructure to provide schools with immediately available and high quality technical assistance and support. She will be engaged with each of these tasks

Tasks

1	Collaborate with Academic Behavior Response to Intervention (ABRI) to provide training and technical support
	Key Activities: <ul style="list-style-type: none"> a. attend all ABRI meetings at U of L b. communicate with the ABRI directors regarding school progress c. act as Liaison between ABRI and JCPS for all ABRI related work
2	Work directly with the Kentucky School for the Blind to implement multi-tiered systems of support (MTSS) for Reading, Writing, Math, and Behavior as per corrective action plan (CAP)
	Key Activities: <ul style="list-style-type: none"> a. weekly contact with identified school leads b. attend monthly leadership team meetings c. facilitate MTSS and other activities related to CAP d. coach team in data collection and reporting across the school
3	Recruit and secure JCPS middle and high schools into the ABRI project
	Key Activities: <ul style="list-style-type: none"> a. work directly with JCPS middle and high schools to identify at least one of each to begin involvement with ABRI b. secure ABRI agreement with each school c. facilitate development of leadership teams in each school and provide coaching and technical assistance to initiate process d. assist leadership team in their introduction of MTSS for academics and behavior across the entire school
4	Provide input from JCPS perspective for the development of video-based training modules in the RTI and PBIS frameworks and content areas.
	Key Activities: <ul style="list-style-type: none"> a. talk with schools and administrators at JCPS to determine their greatest professional development needs related to MTSS b. develop content for video-based training modules c. assist with writing scripts and content for video that will be used to demonstrate instructional strategies related to schoolwide MTSS d. assist in the shooting and editing of video to be shown to JCPS schools
5	Work with individual JCPS teachers and Goal Clarity Coaches in identified ABRI

	schools to coach in both academic and behavioral intervention processes within the MTSS framework – including effective instruction and classroom management
	<p>Key Activities:</p> <ul style="list-style-type: none"> a. work with administrators and school team leaders to identify specific persons in the school who need either supplemental support or high level training to provide coaching across the school b. content to include: effective instructional strategies, differentiation, classroom environment, behavior management strategies, screening methods, group and individual assessment
6	Work with ABRI personnel to provide trainings in JCPS and across the state
	<p>Key Activities:</p> <ul style="list-style-type: none"> a. collaborate with other ABRI Liaisons to develop training sessions to be delivered in person b. deliver training in key locations across the state as necessary (not more than once per month).

Budget: (attach document) provide breakdown of categories and amounts