

**AGENDA REQUEST FORM**  
**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Meeting Date <b>05/20/14</b>	<input checked="" type="checkbox"/> <b>Open Agenda</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> <b>Special Order Request</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agenda Item Number <b>EE-2</b>
---------------------------------	---	--	-----------------------------------

**TITLE:**

Sub-Award Between SRI International and The School Board of Broward County, Florida

**REQUESTED ACTION:**

Execute the sub-award between SRI International and The School Board of Broward County, Florida, related to the Investing in Innovation (i3) grant

**SUMMARY EXPLANATION AND BACKGROUND:**

In May 2013, Broward County Public Schools (BCPS) was identified and agreed to be a local education agency partner to meet SRI's eligibility requirements for its proposed Investing in Innovation (i3) grant to validate the SunBay Middle School Digital Mathematics Program. Subsequently, SRI International was awarded the i3 grant and the attached sub-award needs to be approved, so BCPS can participate as a partner in the project. The sub-award will enable BCPS to be part of a randomized control trial in which all eligible middle schools will be included in the sample of schools to be selected as treatment or control schools, and remain in this condition over two school years, 2014-15 and 2015-16.

BCPS will support the use of the SunBay Digital Mathematics Program by all eligible mathematics teachers of grades 6, 7, and 8 in the treatment schools in order to dramatically increase the capacity for effective teaching of digital mathematics for schools in the District. Key activities include (a) recruitment of the schools and teachers and supporting their participation in the research; (b) the delivery of teacher professional development; (c) contributing to the co-design process as requested; and (d) coordinating with partners in executing the project.

It was necessary to engage BCPS in work with SRI prior to having this agreement in place as the funded project timeline was set to begin on January 1, 2014, and BCPS needed to move forward with organizing resources to support schools' participation in the study, e.g., meeting to plan and share data with project partners, in order that both parties meet the schedule of activities as proposed. However, project implementation will begin with summer professional development for the selected schools and the curriculum will be used starting with the 2014-2015 academic year. This curriculum is aligned to Florida Standards and will be integrated into the current instructional program. The sub-award provides funds for additional staff, professional learning, technology, and related travel.

This Sub-award has been approved as to form and legal content by the Office of the General Counsel. SRI International will execute after School Board approval.

**SCHOOL BOARD GOALS:**

- ☒ •Goal 1: High Quality Instruction.
- ☒ •Goal 2: Continuous Improvement.
- ☐ •Goal 3: Effective Communication.

**FINANCIAL IMPACT:**

The positive financial impact is \$800,000 from the U.S. Department of Education via sub-award from SRI International. There is no additional financial impact to the District.

**EXHIBITS: (List)**

List of Schools

Sub-award between SRI International and The School Board of Broward County, Florida

**BOARD ACTION:**

**APPROVED**

(For Official School Board Records' Office Only)

**SOURCE OF ADDITIONAL INFORMATION:**

Jeanine Gendron	754-321-2620
Stephanie Pollard	754-321-2260
Name	Phone

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**Maurice L. Woods**  
*Chief Strategy & Operations Officer*  
*Office of Strategy & Operations*

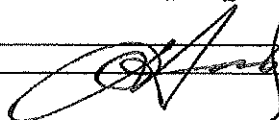
Approved in Open Board Meeting on:

By:

Form #4189  
 Revised 12/12

RWR/MLW/NB/SP:rs

**MAY 20 2014**



School Board Chair

***SUNBAY i3 Validation Grant  
Middle School Participation***

BCPS provided data on all of our middle schools for participation consideration. Schools were selected based on the criteria established by the principal investigator, SRI International, working in conjunction with the University of Florida. The research-based project uses an experimental design strategy, which calls for a comparative experiment where schools are divided into either a treatment group or control group. SRI International provided BCPS with a list of the schools that fall into either category. The following chart indicates the schools in each category. Note that some of our middle schools were not placed in either category.

***Treatment Group.*** These 15 middle schools will be implementing the SUNBAY mathematics digital curriculum:

Crystal Lake	TREATMENT
Driftwood Middle	TREATMENT
Lauderdale Lakes	TREATMENT
Millennium Middle	TREATMENT
Nova Middle	TREATMENT
Parkway Middle	TREATMENT
Pioneer Middle	TREATMENT
Pompano Beach Middle	TREATMENT
Ramblewood Middle	TREATMENT
Sawgrass Springs Middle	TREATMENT
Silver Lakes Middle	TREATMENT
Sunrise Middle	TREATMENT
Tequesta Trace Middle	TREATMENT
Westglades Middle	TREATMENT
Westpine Middle	TREATMENT

***Control Group.*** These 15 middle schools will not implement the digital curriculum; however, comparative student achievement data will be collected.

Apollo Middle	CONTROL
Bair Middle	CONTROL
Dillard 6-12	CONTROL
Falcon Cove Middle	CONTROL
Glades Middle	CONTROL
Indian Ridge Middle	CONTROL
Margate Middle	CONTROL
New River Middle	CONTROL
Pines Middle	CONTROL
Plantation Middle	CONTROL
Rickards, James S	CONTROL
Seminole Middle	CONTROL
Silver Trail Middle	CONTROL
Young, Walter C	CONTROL
Lyons Creek Middle	CONTROL

SUBAWARD  
BETWEEN  
SRI INTERNATIONAL  
AND  
THE SCHOOL BOARD OF BROWARD COUNTY  
FLORIDA

SUBAWARD NUMBER: 141-000015

This Subaward entered into by and between SRI INTERNATIONAL, a California nonprofit corporation, having a principal place of operations at 333 Ravenswood Avenue, Menlo Park, California 94025-3493 hereinafter referred to as SRI, and The School Board of Broward County, Florida a body corporate and political subdivision of the State of Florida, having a place of operations at 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301 hereinafter referred to as "Subrecipient",

WITNESSETH:

WHEREAS, SRI has received funding under Department of Education Grant No U411B130019, awarded January 2014, CFDA Number 84.411B Award Title: Validating the SunBay Middle School Digital Mathematics Program: An Innovative Approach to Increasing Student Achievement Using Technology , this award is a research and development effort.

WHEREAS, the parties hereto desire to enter into a Subaward under said Grant for the furnishing of certain articles and services for the consideration hereinafter set forth:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

SCHEDULE

ARTICLE 1 STATEMENT OF WORK

The Subrecipient shall furnish all necessary facilities, labor, materials, and other items necessary to accomplish all tasks specified in Exhibit A, Statement of Work, which is incorporated herein and made a part of this Subaward.

ARTICLE 2 PERIOD OF PERFORMANCE

The Subrecipient's performance shall commence on January 1, 2014 and shall be completed by December 31, 2014, unless period of performance shall be extended by mutual agreement, as evidenced by an amendment hereto. Whenever the Subrecipient knows or reasonably should know that any actual or potential condition is delaying or threatens to delay the timely performance of the work, the Subrecipient shall, within ten (10) calendar days, give SRI notice thereof, including all relevant information with respect thereto.

### ARTICLE 3 PRIOR PERFORMANCE

Services performed by the Subrecipient on or after January 1, 2014, pursuant to SRI's authorization, but before execution of this Subaward, shall be considered as having been performed subject to the provisions of this Subaward.

### ARTICLE 4 INSPECTION

SRI and representatives of the U.S. Government shall have the right to inspect and review the progress of the work hereunder at all times and places, and if any such inspection or review is made on the premises of the Subrecipient, the Subrecipient shall furnish, without additional charge, all reasonable facilities and assistance for a safe and convenient inspection or review.

### ARTICLE 5 AUDIT

Subrecipient shall maintain accurate records of all costs incurred in the performance of this work and agrees to allow representatives of SRI and the Sponsor reasonable access to its records to verify the validity of expenses reimbursed under this Subaward. All costs incurred by the Subrecipient under this Subaward shall be subject to audit by duly authorized representatives of the Federal Government, SRI and/or independent auditors. The Subrecipient shall agree to allow auditors, during normal business hours, access to records which support the reported costs. The Subrecipient shall retain records for a period of three years starting with its final expenditure report to SRI. Records that relate to the subject matter of audits, appeals, litigation, or the settlement of claims arising out of the performance of this Subaward shall be retained until such audits, appeals, litigation or claims have been resolved.

Subrecipient agrees to comply with the requirements of OMB Circular A-133. Subrecipient further agrees to provide SRI with annual certifications that (1) the Subrecipient's financial systems comply with the requirements contained in OMB Circular A-133 and (2) Subrecipient complies with generally accepted accounting practices. In cases of reports indicating instances of non-compliance, Subrecipient will provide SRI with copies of audit report, responses to auditors' reports, and a plan for corrective action. For Subrecipients that are not subject to OMB A-133 audits then provide audit reports from any Government agency that reviews their financial and accounting systems when they become available. Subrecipient will make all records and reports prepared in accordance with the requirements of OMB Circular A-133 or other Federal Agency requirements available for inspection by representatives of the SRI or the Federal Government during normal business hours.

### ARTICLE 6 KEY PERSONNEL

A. SRI's Principal Investigator is Philip Vahey who is responsible for the overall conduct of the project, technical monitoring, and guidance.

B. Subrecipient's Principal Investigator is Linda S. Whitehead. No substitution may be made by Subrecipient without the written consent of SRI.

### ARTICLE 7 REPORT REQUIREMENTS

A. The Subrecipient shall submit the following reports:

Annual Report due date (March 1) as stated in Exhibit A, SOW.

The cover page on each report shall clearly identify the Subaward number and shall be e-mailed to the following SRI personnel:

Name: Philip Vahey

In the event the Subrecipient is unable to complete the entire work as specified in the Subaward because the cost of completion would be in excess of the funds cited under the Article titled "Consideration", the Subrecipient agrees, notwithstanding the "Limitation of Cost" clause or any other clauses or provisions of this Subaward, to furnish a complete, publishable, final report covering the work accomplished, without any increase in the amount of funds allotted hereunder. The Subrecipient shall be responsible for maintaining a reserve of funds that is adequate to ensure compliance with this Article. Any additional costs incurred in excess of the amount funded hereunder that are required to complete the final report as herein described shall be strictly on Subrecipient's own account, notwithstanding any other provisions of this Subaward.

- B. As soon as the information is known, the Subrecipient shall notify SRI regarding 1) any changes to their accounting, billing, cost accumulation systems; 2) any audit reports and/or ACO determinations regarding their accounting, billing, or cost accumulation systems; 3) any changes to indirect rates affecting this Subaward.
- C. Subrecipient shall notify SRI of any changed conditions impacting technical or cost performance.
- D. Subrecipient shall notify SRI when any final indirect rates are approved by the Government.

#### ARTICLE 8 CONSIDERATION

- A. This is a cost-no-fee Subaward.
- B. The amount currently allocated and made available for payment is for \$517,641, which represents the budgeted amount for performance of Year 1 of this Subaward. Subrecipient is not obligated to incur, nor is SRI obligated to reimburse, any amount in excess of this sum unless and until it is increased via written modification to this Subaward.
- C. The total estimated cost shall be in general accordance with the budget attached as Exhibit B.
- D. Option years, if awarded ), are as follows:

<u>Option</u>	<u>Cost</u>
Year 2	\$219,479
Year 3	\$ 62,880
Year 4	\$ --- 0 ---

#### ARTICLE 9 INVOICING AND PAYMENT

- A. The Subrecipient shall submit monthly invoices to SRI for reimbursement of actual costs incurred in performance of this Subaward and claimed to constitute allowable cost. Invoices shall be numbered, dated, cite this Subaward number, show current and cumulative costs by budget category (including cost sharing), and certification as to truth and accuracy of invoice. The allowability of costs incurred and cost allocation methods shall be in accordance with the terms in the body of this Subaward and Exhibit C. Payment terms are Net 30 days. Payment will be made provisionally on the basis of such invoices.
- B. The Subrecipient agrees to promptly notify SRI and to refund any overpayments that have been suspended or disallowed for reimbursement under SRI's Prime Award.

- C. Delay in submittal by Subrecipient of reports and/or deliverables required hereunder shall be grounds for withholding payment on Subrecipient's invoices until Subrecipient is current on those obligations.
- D. The Subrecipient shall submit invoices electronically to: SRI Accounts Payable [AP@SRI.COM](mailto:AP@SRI.COM) and cc Margaret Morgan at [margaret.morgan@sri.com](mailto:margaret.morgan@sri.com)
- E. A final invoice, clearly marked "FINAL", must be submitted to SRI not later than sixty (60) days after expiration of this Subaward.
- F. Final payment under this Subaward shall be predicated upon receipt and acceptance by SRI of all services, reports, and/or supplies called for hereunder, receipt by SRI of the Subrecipient's final patent report, final accounting for and disposition of property, and completion of all closeout documentation.

#### ARTICLE 10 ALLOWABLE COST

The Subrecipient shall be reimbursed for the performance of this Subaward in accordance with the terms and conditions in the body of this Subaward and Exhibit C and the following additional terms:

- A. The Subrecipient shall be reimbursed for all costs in accordance with its government-approved policies and procedures and with the applicable subsections of the Grant Cost Principles and Procedures from the applicable Acquisition Regulations governing this Subaward, to the extent that such costs are reasonable, allocable, and otherwise proper in nature with the amount thereof to constitute allowable cost to the extent reasonably incurred, subject to the following additional limitations:
  - Costs of alcoholic beverages are an unallowable cost and shall not be reimbursed hereunder.
- B. Indirect Costs: For the purpose of this Article, Indirect Costs means labor overhead, general and administrative expense and materials overhead. All indirect costs shall be reimbursed at rates not to exceed the approved forward pricing rates then in effect as approved by Subrecipient's cognizant audit agency. Subrecipient shall provide SRI with a copy of its current Indirect Rate Agreement and any subsequent changes.
- C. Limitation of Cost: As of the effective date of this Subaward, there has been allocated for it the total sum set forth in the article entitled "Consideration". Anything in this Subaward to the contrary notwithstanding, the Subrecipient shall not be obligated to perform any services (except as warranted in paragraph A of the article entitled "Reporting Requirements"), pursuant hereto, the cost of which, when added to the aggregate cost of all services theretofore furnished, would exceed said sum, nor shall SRI be obligated to pay to the Subrecipient any amount in excess of the sum allocated for this Subaward.

#### ARTICLE 11 COST DISALLOWANCES

In the event that the Contracting Officer of the Prime Contract, or any department, agency, or representative of the Government acting on his behalf, or the Comptroller General or the General Accounting Office, disallows any cost claimed under this Subaward, and such a disallowance arose out of or is based on this Subaward, such a disallowance shall be binding on the Subrecipient, unless (i) Subrecipient disagrees with the determination, (ii) Subrecipient makes a timely request to SRI to pursue the Subrecipient's rights under this Subaward, and (iii) Subrecipient timely furnishes to SRI factual or legal grounds upon which a competent reviewing authority would have a reasonable basis for overruling such a determination; then SRI agrees to treat the determination as a dispute under the clause of this Subaward entitled "Disputes" and, at the Subrecipient's expense, to diligently seek the reversal of such determination to the extent requested by the Subrecipient.

SRI agrees that it will permit the Subrecipient to participate with SRI in all such proceedings.

Any resolution of such dispute(s) pursuant to such clause shall be binding upon SRI and the Subrecipient to the extent that such resolution is binding upon SRI.

This Article shall not be interpreted as prohibiting a negotiation of a settlement by SRI with the Subrecipient on any determination made by the Contracting Officer which is controlled by this clause.

#### ARTICLE 12 DISPUTES

This Subaward shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of law principles thereof. Any litigation arising out of or relating to this Subaward, or brought to enforce its terms, shall be brought in the United States District Court for the Northern District of California, if in federal court, or in the San Mateo County Superior Court, if in state court, and the parties hereby waive any objections to personal jurisdiction and/or venue in such courts for the purpose of such action.

Pending final determination of any dispute hereunder, the Subrecipient shall proceed diligently with the performance of this Subaward.

#### ARTICLE 13 PUBLICITY

Use of the name of SRI for marketing purposes in publications, news releases, advertising, speeches, technical papers, photographs and other releases of information regarding this undertaking or data developed hereunder may not be made except upon prior written approval by a duly-authorized representative of SRI.

#### ARTICLE 14 PUBLICATIONS

A. It is the intent of the parties to freely publish and disseminate research results under this Subaward subject to any restrictions or requirements imposed by the Prime Sponsor and the Prime Award. Subrecipient shall provide SRI the opportunity to review any proposed manuscripts describing results of work performed in whole or in part under this agreement thirty (30) days prior to their submission for publication and will consider SRI's comments in good faith. Four reprints of publications resulting from the work performed in whole or in part under this agreement shall be submitted to SRI's Principal Investigator and an unrestricted worldwide, royalty-free and other fee-free license to use or copy shall be provided to SRI.

B. Publication of project results shall acknowledge support from the Sponsor through Prime Sponsor's Grant No. U411B130019.

#### ARTICLE 15 NON-DISCLOSURES

During the course of performance on this Subaward, it may become necessary for either party to disclose to the other party certain confidential information necessary to such performance. It is expressly understood such information is provided only in connection with the work which is the subject matter of this Subaward.

Each party hereby agrees not knowingly to use such information, for itself or others, or to disclose such information to others (except to its employees who reasonably require same for the purpose hereof and who are bound to it by like obligation as to confidentiality) without the express written permission of the other party.

This non-disclosure obligation shall not apply to information:

- a. previously known to the receiving party, as evidenced by its records;
- b. subsequently otherwise acquired by the receiving party from a third party having an independent right to disclose the information;
- c. which is now or later becomes publicly known through no fault of the receiving party; or
- d. is required to be disclosed by order of a court of law.

Receipt of said information shall be without prejudice to either party's right to contest the validity of any existing or future patent on the subject and shall not be deemed an admission of the novelty or patentability of the idea.

Other provisions of this Subaward notwithstanding, this Article shall remain in effect for a period of three (3) years from the expiration date of this Subaward.

#### ARTICLE 16 TERMINATIONS

(a) SRI may terminate performance of work under this Subaward in whole or, from time to time, in part, if—

- (1) SRI determines that a termination is in SRI or the Government's interest, or
- (2) The Subrecipient defaults in performing this Subaward and fails to cure the default within 10 days (unless extended by SRI) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance.

(b) SRI shall terminate by delivering to the Subrecipient a Notice of Termination specifying whether termination is for default of the Subrecipient or for convenience of SRI, the extent of termination, and the effective date. If, after termination for default, it is determined that the Subrecipient was not in default or that the Subrecipient's failure to perform or make progress in performance is due to causes beyond the control and without fault or negligence of the Subrecipient as set forth in any applicable Excusable Delays or Force Majeure clause, the rights and obligations of the parties will be the same as if the termination was for the convenience of SRI.

(c) Upon termination, SRI's liability for Subrecipient's costs shall be limited to Subrecipient's costs incurred for work performed before the effective date of termination, as long as such costs are in accordance with the applicable cost principles, but in no event shall SRI's liability exceed the total amount of this Subaward. If termination is due to or involves Subrecipient's material breach of any of its obligations under this Subaward, then Subrecipient shall pay all of SRI's reasonable costs incurred in procuring the then undelivered or inadequate goods or the then unperformed or inadequately performed services, including any increase in price for such goods or services if SRI cannot obtain the same or better price after reasonable efforts.

#### ARTICLE 17 INDEPENDENT CONTRACTOR STATUS

The relationship of the Subrecipient to SRI is that of an independent contractor and nothing herein shall be construed as creating any other relationship. As such, the Subrecipient shall comply with all laws and assume all risks incident to its status as an independent contractor. This includes, but is not limited to, responsibility for all applicable federal and state income taxes, associated payroll and business taxes, licenses and fees, and such insurance as is necessary for the Subrecipient's protection in connection with work performed under this Subaward. Neither Subrecipient nor anyone employed by it shall be, represent, act, or purport to act, or be deemed to be agent, representative, employee, or servant of SRI.

#### ARTICLE 18 USE OF FACILITIES



The Subrecipient is solely responsible for providing all materials and facilities needed to accomplish the tasks required herein. SRI's facilities may not be used for the performance of the efforts required herein. The Subrecipient may visit SRI to present results, attend meetings, collect work assignments, etc., however, performance of actual work using any of SRI's facilities or resources is strictly prohibited. Security requirements may generate an exception to this rule. Exceptions will be handled on a case by case basis.

#### ARTICLE 19 INSURANCE

The Subrecipient shall, at its own expense, provide and maintain during the entire performance period of this Subaward, at least the kinds and minimum amounts of insurance as described below:

1. Workers compensation insurance in amounts required by applicable state laws;
2. Comprehensive liability (excluding automobiles) covering both bodily injury and property damage to a maximum of \$2,000,000 per occurrence; and
3. Automobile liability covering both bodily injury and property damage with a combined single limit of \$2,000,000.

Execution of this Subaward document by the Subrecipient constitutes the Subrecipient's certification to SRI that the required insurance has been obtained. Upon request by SRI, the Subrecipient shall furnish to SRI a current certificate of insurance which demonstrates that the Subrecipient meets the minimum insurance requirements specified herein.

#### ARTICLE 20 HOLD HARMLESS

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.

#### ARTICLE 21 COPYRIGHTS/DATA RIGHTS

- A. Copyrights – Subrecipient grants to SRI and the U.S. Government 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 solely for the purpose of and only to the extent required to meet SRI's obligations to the Federal Government under its Prime Award.
- B. Data Rights - Subrecipient grants to SRI and the U.S. Government the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet SRI's obligations to the Federal Government under its Prime Award.

#### ARTICLE 22 EQUIPMENT

Title to, use, management and disposition of equipment acquired under this Subaward shall be in accordance with the terms in the body of this Subaward and Exhibit C.

#### ARTICLE 23 ASSIGNMENTS

The Subrecipient shall obtain the approval of SRI's Subaward Administrator prior to making any assignment of any claim arising out of this Subaward. The Subrecipient shall obtain the approval of SRI's Subaward Administrator prior to making any assignment of effort hereunder, unless such effort was clearly proposed as a Subaward hereunder and accepted by SRI International through negotiation.

#### ARTICLE 24 APPLICABLE LAWS

Insofar as this Subaward is not governed by Federal Law and the regulations and conditions required thereby, or incorporated herein by reference, this Subaward shall be construed and interpreted solely in accordance with the laws of the State of California.

#### ARTICLE 25 ASSURANCES/CERTIFICATIONS

The Subrecipient agrees to comply with all the Assurance and Certifications required by the Prime Sponsor. Furthermore, the Subrecipient's Assurances/Certifications submitted as part of their proposal are hereby made a part of this agreement. Subrecipient shall provide immediate written notification to SRI if at any time the Subrecipient learns that its Assurances/Certifications have become erroneous by reason of changed circumstances.

#### ARTICLE 26 CONTENT OF SUBAWARD

This Subaward consists of this agreement and Exhibits A through C listed below. Said Exhibits A through C are hereby incorporated into this Subaward by this reference.

- Exhibit A - Statement of Work
- Exhibit B - Subrecipient Funding Profile or Budget
- Exhibit C - Flowdown Terms and Conditions from Grant U411B130019

#### ARTICLE 27 ORDER OF PRECEDENCE

In the event of a conflict or an inconsistency between provisions of this Subaward, the conflict or inconsistency shall be resolved by giving precedence in the following order: (a) the Articles of the Schedule (b) Exhibit C, Flowdown Document (c) General Provisions; and (d) other provisions of the Subaward, when attached or incorporated by reference.

#### ARTICLE 28 CHANGES

No change in scope, period or place of performance, funds, or any other express provisions of this Subaward shall be made, except by amendment hereto. All matters affecting the terms of this Subaward and administration thereof shall be referred to SRI's Subaward Administrator, Margaret Morgan.

Any effort undertaken by the Subrecipient pursuant to oral instructions or technical directions issued other than in accordance with the provisions herein shall be at the Subrecipient's risk of performing work outside the scope of this Subaward and not being eligible for payment of the costs incurred thereby.

#### ARTICLE 29 EXPORT RESTRICTIONS

The parties understand and acknowledge that in performing this Subaward, a party may gain access to information, technology or items that are export-controlled by the United States. Without limitation, each party agrees that it shall comply with all such applicable export laws and regulations.

#### ARTICLE 30 FOREIGN CORRUPT PRACTICES ACT

*The Foreign Corrupt Practices Act of 1977 ("FCPA") makes it unlawful for U.S. companies, as well as their officers, directors, employees, and agents, to corruptly make or offer to make a payment of money or anything of value to a foreign official for the purpose of obtaining or retaining business. The Subrecipient acknowledges and understands that the Subrecipient must comply fully with the FCPA. Without limitation, the Subrecipient understands and agrees that it shall be unlawful for the Subrecipient to give or promise to give money or anything of value directly or indirectly to a foreign official in order to assist SRI in obtaining or retaining business.*

#### ARTICLE 31 GRANT TERMS AND CONDITIONS

This award is subject to the terms and conditions called out in Exhibit C with the same force and effect as though set forth in full text herein.

Unless a change is otherwise noted at the clause where it appears, the following changes in terminology shall apply whenever a reasonable interpretation of the context of the provisions so requires in order to properly express the Subaward relationship hereof between SRI and the Subrecipient:

- (a) The term "Subaward" shall mean "lower tier Subaward."
- (b) The term "contract" or "grant" shall mean "Subaward."
- (c) The term "Contractor" shall mean "Subrecipient."
- (d) The term "Contracting Officer" or "Grants Officer" shall mean "SRI Subcontract Administrator."
- (e) The term "Government" shall mean "SRI International."

#### ARTICLE 32 ENTIRE AGREEMENT

It is expressly understood and agreed by the parties hereto that this Subaward represents their entire agreement, wholly superseding any and all prior offers, negotiations and agreements made by them, their agents and employees. Except as provided for herein, this Subaward may not be altered, amended, or modified, except by a written instrument signed by the duly authorized representatives of both parties.

#### ARTICLE 33 ACCEPTANCE

This Subaward becomes a binding contract, subject to the terms and conditions hereof, when accepted by acknowledgment or commencement of performance.

IN WITNESS WHEREOF, the parties hereto have executed this Subaward number 141-000015 on the last day and year herein below written, which is the date of signing by the last signatory hereto.

SRI INTERNATIONAL

By

Title

Date

(Corporate Seal)

FOR SBBC

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

BY:

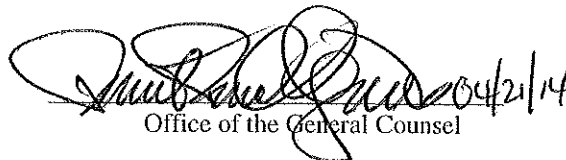
Patricia Good, Chair

ATTEST:



Robert W. Runcie  
Superintendent of Schools

Approved as to Form and Legal Content:

 04/21/14  
Office of the General Counsel



## Exhibit A

### *Validating the SunBay Middle School Digital Mathematics Program* **P22276.060**

#### **Broward County Public Schools**

#### **Statement of Work**

#### **BACKGROUND**

SRI International, a non-profit organization with a track record of success in scaling up research-based educational innovations and conducting high quality evaluations at scale, has been funded under the Investing in Innovation Fund Grant Program (i3) with a validation grant under *Absolute Priority 4: Effective Use of Technology*. In the coming years, the State of Florida is transitioning from the Next Generation Sunshine State Standards (NGSSS) to the Mathematics Florida Standards (MAFS). In conjunction with this transition in standards, the current state assessment, the Florida Comprehensive Assessment Test (FCAT), is also transitioning to a new state assessment. In response to this need, SRI will validate and scale up its SunBay Mathematics program in Florida, which specifically aims to help middle schools transition their curriculum and instruction to these higher standards in mathematics.

SRI is partnering in this i3 validation grant with school districts in Broward and Palm Beach counties, where the curriculum will be validated; the University of Florida (UF), which will provide professional development and support for teachers in Broward and Palm Beach counties; USFSP, which will investigate innovative approaches to professional development in a Florida school district to be determined; and the University of Pennsylvania Consortium for Policy Research in Education (CPRE), which will lead the evaluation efforts.

Your school district (district) submitted a proposal to participate as a partner local education agency in SRI's said proposal to the Department of Education. Your district agreed to participate in a randomized control trial (specific parameters defined below in the Scope of Work section) for the continued development and implementation of targeted, research-based middle school mathematics units with complementary PD to develop teacher capacity (the SunBay program).

#### **OBJECTIVE**

SRI and its partners will validate the SunBay mathematics curriculum and pedagogy by conducting a randomized control trial (RCT) in two school districts (Palm Beach County Schools and Broward Schools), using FCAT and other state assessment scores as the outcome. The unit of measure for the experiment is the individual school (K-8 or 6-8) such that 30 eligible middle schools will be assigned to the treatment group receiving the SunBay materials while 30 schools participate in the control condition. As such, the implementation model of SunBay at your district must be school-wide, and it is designed so that all eligible math teachers in the treatment schools participate in the SunBay program, thereby dramatically increasing the capacity for effective teaching of digital mathematics for schools in the district. (SRI and its partners will simultaneously conduct a study of usage model variations with a separate partner district to test the cost and cost-effectiveness of our approach.)

## **REQUIREMENTS**

The district will collaborate with SRI and all partners to ensure that the requirements of the grant are met in a timely manner.

The district will commit to recruiting all eligible schools to be in the sample of schools to be selected as treatment or control schools, and schools will remain in this condition over two school years, 2014-15 and 2015-16. This is required to support a proper statistical analysis with the unit of measure being the individual school. Eligible schools will represent the needs of the entire district. Schools should **not** include those that have been identified as in need of "turnaround", such as those currently identified as ETO (Educational Transformation Office) schools, which have existing priorities and initiatives that may make it difficult to identify the impact of the SunBay program.

Teachers in the treatment schools will be required to teach the full SunBay program over 2 school years (SY2014-15 and SY2015-16). This consists of 2 units for each of 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup> grades, where one is taught in the fall and the other in the spring. Each unit is approximately 3 weeks, or 15 hours of class time. (See Timeline – RCT.)

The technology-based SunBay materials are web-delivered, and as such, the mathematics classrooms in the treatment schools must have a reliable Internet connection during implementation. These classrooms also be able to access the project's external website that hosts the technology-based materials.

For the new SunBay units to be effective, it is expected that teachers will engage in a significant amount of teacher professional development (PD) before implementing the units in their classrooms. PD will be arranged by UF in coordination with the school districts and will be approved by SRI. The parties will come to a mutual agreement on PD arrangements that ensure teachers' participation in professional development activities. This includes scheduling PD activities, providing logistical support, and arranging for teacher release time and substitutes, as appropriate.

### ***SunBay Professional Development***

This PD will be provided by the University of Florida Lastinger Center. It will be arranged to align with the partnership proposal and budget narrative as submitted by your district in accordance with these minimum requirements:

- 18 hours of initial PD for all first-time SunBay teachers. This will include a general introduction to SunBay as well as the specific PD for the first unit the teacher will be using.
- 16 hours of additional PD to be allocated across additional units to be used, with a minimum of 4 hrs. PD for each unit and for the teacher showcase.
- 8 hours of (refresher) PD to support teachers who continue with SunBay for a second year in SY 2015-16.

### ***Additional Certificate and Master's Programs***

The district is expected to encourage and support teachers' participation in the certificate and/or Master's program that will be offered at UF College of Education. UF anticipates enrolling 2 teachers per treatment school (60 teachers total across both RCT districts) in SY2014-15. UF will provide tuition for 10 of those teachers to continue to a Master's program in SY2015-16, but other interested teachers may participate at their own cost.

## **SCOPE OF WORK**

### **TASK 1 MANAGEMENT**

1. Provide a list of all schools teaching mathematics in the middle grades (grades 6-8) to be subject to randomization by SRI and the program evaluators, such that 50% of schools are selected to receive the SunBay treatment, and 50% will act as control schools that do not receive the SunBay treatment.
2. Hire or designate 1 full-time SunBay District Coordinator dedicated to supporting the implementation and success of the SunBay project through SY 2014-15 and SY 2015-16. This position will:
  - a. Work with SRI and the partners to secure IRB certification for the project and maintain compliance throughout. This includes monitoring the application to the district's Department of Research and Evaluation, assisting with requirements for visitors to schools (e.g., fingerprinting), facilitating the collection of consent forms and the de-identification of data to be shared with partners.
  - b. Collaborate and communicate with all project partners in the development, scheduling and delivery of professional development in the treatment schools to ensure maximum teacher participation.
  - c. Organize the logistics for PD and requested project meetings.
  - d. Be responsible for the dissemination of information and documents from SRI, the external evaluator, or UF as necessary to meet project requirements. These may include the distribution of surveys, links to online resources and evaluation instruments, and general project communications.
  - e. Provide feedback to UF to ensure the Master's and certificate programs meet the district's requirements for ongoing PD and teacher certification credits, e.g., IPDP and MPP.
  - f. Coordinate the provision of credits for professional development for participation in the UF professional development activities.
  - g. Serve as the SunBay technology support coordinator and ensures that teachers have the required technology and internet access to teach the units. This includes arranging for teachers to use the schools' existing technologies for SunBay implementation, purchasing additional class sets according to the SunBay technical specifications, and scheduling available resources (or making them available) to ensure teachers' participation in the program.
3. Provide the project with the reporting required by the i3 program (expected to be annual and final reports)
4. Allow for travel to project meetings at a location to be determined - possibly in Menlo Park, California- for 1 person for 2 days to meet with the team annually.

5. Allow local travel for the SunBay project director and technical support staff, etc., to visit schools as necessary
6. Assist SRI in its efforts to disseminate findings to appropriate audiences, e.g., research conferences and meetings with policymakers and funders.

### **TASK 2 DEVELOPMENT**

7. Sun Bay District Coordinator will coordinate with SRI and UF in the development of the SunBay units aligned to the Common Core State Standards in Mathematics and district pacing guides to be used during the 2 years of experiment implementation.
8. As part of the curriculum development process, two district master math teachers will be engaged on an hourly basis to review and submit comments on the 6 modules produced by SRI. It is estimated that the level of effort will total approximately 16 hours per module for each master math teacher.
9. At the end of the subcontract, the district will receive a no-cost license to use the curricular materials developed for the randomized control trial with all its regular district middle schools. These curricular materials are electronic versions of teacher and student workbooks (in PDF format) and associated web-delivered technology-based activities (a URL address). Redistribution of the curricular materials to any user or recipient outside the district will not be licensed or permitted.

### **TASK 3 IMPLEMENTATION**

10. The district will make every reasonable effort to support the implementation of the SunBay program in the treatment schools and to ensure that the SunBay program is not implemented in the control schools.
11. The SunBay District Coordinator will procure the necessary data to support the experiment and analysis, based on a list of data requirements to be provided by SRI and the evaluator. It is anticipated that these data requirement lists will be provided on an annual basis over the project duration. The required data will include FCAT and/or other state assessment scores, interim assessment scores, and demographic data. It is expected that SRI and the evaluators will use student and teacher district ID numbers. These ID numbers will (a) allow for tracking the students or teachers through the duration of the study; (b) allow for tracking the student or teachers in the event that the student changes schools; and (c) be able to be associated with specific teachers (for students only), classes, and schools. SRI and the evaluator will also be provided with email and other contact information for teachers and administrators in the study to allow for the administration of online surveys and other instruments.
12. The SunBay District Coordinator will work with SRI and its technology partners to support the use of the SunBay technology in classrooms. The District Coordinator's responsibilities will include uploading login data (e.g., by student, teacher and classroom) and maintaining any changes in class rosters to ensure seamless use of SunBay in classrooms.
13. If appropriate, the district will work with SRI to develop an MOU with the teacher's union or any appropriate organizations that would enable SRI and the project evaluator to conduct the following activities:
  - a. Administration and department leader surveys
  - b. Classroom visits and observations
  - c. Teacher interviews



- d. Teacher surveys and assessments of student knowledge (TASKs): every participating teacher would be requested to complete 5 40-minute surveys, including "TASKs".

The evaluator expects to provide teachers an incentive of \$25 per completed task.

14. SRI will provide print materials as necessary for the SunBay implementation directly to the district's treatment schools. The SunBay District Coordinator will work with SRI to determine the most efficient distribution channels and use them to deliver materials to the appropriate schools and teachers as per the agreed upon implementation schedule.
15. The district will purchase the necessary technology (anticipated to be low-cost tablet computers) as outlined in the district's budget proposal for project participation, to augment the district's existing technology resources to achieve a computer-student ratio of 1:3 for the treatment schools as per the agreed upon implementation schedule.

### **PERIOD OF PERFORMANCE**

January 1, 2014 thru December 31, 2017

### **TRAVEL REQUIREMENTS AND MISCELLANEOUS EXPENSES**

- Local travel to schools, training sites and project meetings for coaches and technical staff.
- 1 annual trip for 1 person to SRI in Menlo Park, California, as required.

### **DELIVERABLES**

- Data and other requested information for annual reports to fulfill the i3 grant requirements, due 1 March of the subsequent project year.
- Data and other requested information for the final report to fulfill the i3 grant requirements, due 1 December of the final project year.
- FCAT and/or other state assessment scores and other student data required for the research, as noted in the Scope of Work section above.
- Data required for analysis about teacher participation and demographics, according to an agreed-upon schedule.
- Student, teacher and classroom information to facilitate logging into SunBay technology, according to an agreed-upon schedule.

### **ACCEPTANCE CRITERIA**

Acceptance of deliverables will be contingent upon the approval of the SRI technical monitor. Acceptance criteria include the following:

- Timely responses to requests for data
- Annual and final reports will comply with i3 reporting requirements

- FCAT scores and other student data required for the research presented in an electronic form that is analyzable

## **BUDGET**

Consistent with the budget submitted and approved by the Department of Education, the total Broward County School District budget for all project years should not exceed \$800,000. Estimated spending for each year is as follows: \$517,641 in Y1; \$219,479 in Y2; and \$62,880 in Y3.

## **TIMELINE - RCT**

The timeline below represents expectations of school districts in Broward and Palm Beach counties for 2 school years: 2014-15 and 2015-16. The RCT will be conducted with 6<sup>th</sup> and 7<sup>th</sup> grade in SY2014-15 with 8<sup>th</sup> grade joining the subsequent school year. Schools will be randomly assigned to condition by the independent evaluator, where half is in the treatment condition and the other in the control condition. The project requires all eligible math teachers in each treatment school to use the SunBay curriculum and technology and to participate in professional development. The curriculum consists of 2 units for each participating grade, expected to be taught in the fall and spring. Professional development will be provided beginning the summer prior to the school year with follow-up sessions throughout.

School Year (SY) 2014-15	
RCT 1 - 60 Schools	
6G - Unit 1	6G - Unit 2
7G - Unit 1	7G - Unit 2

Certificate program = 60 teacher-leaders
--

School Year (SY) 2015-16	
RCT 2 - same 60 Schools	
6G - Unit 1	6G - Unit 2
7G - Unit 1	7G - Unit 2
8G - Unit 1	8G - Unit 2

Master's program = 10 teacher-leaders
---------------------------------------

## **CONTACT INFORMATION**

### ***Technical Contact:***

**Linda S. Whitehead**

Director, Teacher Development

Office of Talent Development

3531 Davie Road

Davie, FL 33314

754-321-5005

[Linda.whitehead@browardschools.com](mailto:Linda.whitehead@browardschools.com)

### ***Contracts Contact:***

**Dr. Jeanine Gendron**

Director, STEM & Instructional Resources

600 Southeast Third Ave.,

Fort Lauderdale, FL 33301

Phone: (754) 321-2630

[jeanine.gendron@browardschools.com](mailto:jeanine.gendron@browardschools.com)



U.S. DEPARTMENT OF EDUCATION  
BUDGET INFORMATION  
NON-CONSTRUCTION PROGRAMS

OMB Control Number: 1894-0008  
Expiration date: 04/30/2014

Name of Institution/Organization:

The School Board of Broward County, Fla

Applicants requesting funding for only one year should complete the column under "Project Year 1." Applicants requesting funding for multi-year grants should complete all applicable columns. Please read all instructions before completing form.

SECTION A - BUDGET SUMMARY  
U.S. DEPARTMENT OF EDUCATION FUNDS

Budget Categories	Project Year 1 (a)	Project Year 2 (b)	Project Year 3 (c)	Project Year 4 (d)	Project Year 5 (e)	Total (f)
1. Personnel	225,202	181,271	44,793			\$ 451,265.90
2. Fringe Benefits	33,296	29,165	14,091			76,552.97
3. Travel	1,969	1,969	1,969			5,907.00
4. Equipment	0	0	0			-
5. Supplies	248,500	0	0			248,500.00
6. Contractual	0	0	0			-
7. Construction	0	0	0			-
8. Other	0	0	0			-
9. Total Direct Costs (lines 1-8)	508,967.33	212,405.19	60,853.35	-	-	782,225.87
10. Indirect Costs*	8,674	7,073	2,027			17,774.13
11. Training Stipends						
12. Total Costs (lines 9-11)	\$ 517,641.24	\$ 219,478.63	\$ 62,880.13	\$ -	\$ -	\$ 800,000.00

\*Indirect Cost Information (To Be Completed by Your Business Office):

If you are requesting reimbursement for indirect costs on line 10, please answer the following questions:

(1) Do you have an Indirect Cost Rate Agreement approved by the Federal government? ☒ Yes ☐ No

(2) If yes, please provide the following information:

Period Covered by the Indirect Cost Rate Agreement: From: 7/01/2013 To: 6/30/2014 (mm/dd/yyyy)

Approving Federal agency: ☐ ED ☒ Other (please specify): Florida Department of Education The Indirect Cost Rate is 3.33%

(3) For Restricted Rate Programs (check one)--Are you using a restricted indirect cost rate that:

☒ Is included in your approved Indirect Cost rate Agreement? Or ☐ Complies with 34 CFR 76.564 (c) (2)? The restricted Indirect Cost Rate is %

Flowdowns for Department of Education Grant U411B130019  
1/11/14 – Exhibit C

**Flowdowns for Department of Education Grant U411B130019**, Validating the SunBay Middle School Digital Mathematics Program: An Innovative Approach to Increasing Student Achievement Using Technology, CFDA# 84.111B

In the clauses below "Recipient" means you unless a parenthetical for the clause states otherwise.

**Full Text Clauses**

**SINGLE AUDIT REQUIREMENTS** (Applicable if you are subject to A-133 reporting.)

(1) Non-Federal entities that expend \$500,000 or more in a year in Federal Awards are required to have a single audit conducted for that year except when they elect under paragraph (2) to have a program specific audit conducted for that year (A-133 § .200 (a & b)).

(2) When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal programs laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit (A-133 § .200 (c)).

(3) Non-Federal entities that expend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements under A-133 for that year, except where noted in the circular, but records must be available for review or audit by the appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO). If a program statute requires audits of grants under that program, either at a lower threshold or in all cases, grantees must comply with the program statute (A-133 § .200 (d)).

(4) A grantee must submit the audit results to the audit clearinghouse within the earlier of 30 days after the receipt of the auditors report(s), or within nine months after end of the audit period, unless a longer period is agreed to in advance by the Federal agency that provided the funding or a different period is specified in a program-specific audit guide (A-133 § .320 (a)).

Grantees are strongly urged to obtain the "OMB Circular A-133 Compliance Supplement" and to contact their cognizant agency for single audit technical assistance.

The designated cognizant agency for single audit purposes is "the Federal awarding agency that provides the predominant amount of direct funding to the recipient." Grantees should obtain a copy of the OMB Circular A-133 Compliance supplement. This supplement will be instructive to both grantees and their auditors. Appendix III of the supplement provides a list of Federal Agency Contacts for A-133 Audits, including addresses, phone numbers, fax numbers, and e-mail addresses for technical assistance.

If the U.S. Department of Education is the cognizant agency, grantees should contact the Non-Federal Audit Team in the Departments Office of Inspector General, at the address, phone, or fax number provided in page 2 of this attachment.

**IV. Cost Principles (§74.27, §80.22)** (Applicable based on the type of organization you qualify as, if you are a For-Profit Organization then FAR Part 31.2 is applicable to you and is hereby incorporated by reference.)

All costs incurred under any grant are subject to cost principles found in 2 CFR that are applicable to particular types of organizations that serve as grantees under Federal grant programs. The applicable cost principles provide lists of selected items of allowable and unallowable costs, and can be found on the Web at the following URLs:\*)

2 CFR, Part 220- Cost Principles for Educational Institutions (relocated to 2 CFR, Part 220 from OMB Circular A-21):

[http://www.whitehouse.gov/omb/fedreg/2005/083105\\_a21.pdf](http://www.whitehouse.gov/omb/fedreg/2005/083105_a21.pdf)

2 CFR, Part 225 - Cost Principles for State, Local and Indian Tribal Governments (relocated to 2 CFR, Part 225 from OMB Circular A-87):

Flowdowns for Department of Education Grant U411B130019

1/11/14 – Exhibit C

[http://www.whitehouse.gov/omb/fedreg/2005/083105\\_a87.pdf](http://www.whitehouse.gov/omb/fedreg/2005/083105_a87.pdf)

2 CFR, Part 230- Cost Principles for Non-Profit Organizations (relocated to 2 CFR, Part 230 from OMB Circular A-122);

[http://www.whitehouse.gov/omb/fedreg/2005/083105\\_a122.pdf](http://www.whitehouse.gov/omb/fedreg/2005/083105_a122.pdf)

**VII. Audit Requirements (§74.26, §80.26)** (Applicable if this award will put you over the \$500,000 threshold described in the clause and you are subject to OMB A-133.)

The Single Audit Act requires that grantees obtain a non-Federal audit of their expenditures under their Federal grants if the grantee expends more than \$500,000 in Federal funds in one fiscal year. OMB Circular A-133 contains the requirements imposed on grantees for audits done in connection with the law. The full text of the most recent version of the circular can be found at:

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

The Department recommends hiring auditors who have specific experience in auditing Federal awards under the circular and the Compliance Supplement, which can be found at:

[http://www.whitehouse.gov/omb/circulars/a133\\_compliance/01/01toc.html](http://www.whitehouse.gov/omb/circulars/a133_compliance/01/01toc.html)

**OTHER CONSIDERATIONS** (Applicable if your award under this subaward includes cost sharing or matching funds or you will be furnished or acquiring equipment and other capital expenditures.)

Some other topics of financial management covered in EDGAR that might affect particular grants include program income (§§74.24, 80.25), cost sharing or matching (§§74.23, 80.24), property management requirements for equipment and other capital expenditures (§§74.34, 80.32).

## MEMORANDUM

ENCLOSURE4

June 15, 2010

(Applicable for all subawards. In this memorandum "subrecipient" means you.)

To: Recipients of grants and cooperative agreements

From: Thomas Skelly, Delegated to Perform Functions of Chief Financial Officer

Subject: Department of Education Cash Management Policies for Grants and Cooperative Agreements

The purpose of this memorandum is to remind the Department of Education's (the Department's) grant and cooperative agreement recipients (recipients) of existing cash management requirements regarding payments. The Department expects that recipients will ensure that subrecipients are also aware of these policies by forwarding a copy of this memorandum to them.

There are two different sets of payment requirements that apply to the draw of funds from recipient accounts at the Department. Payments to a State under programs covered by a State's Treasury State Agreement (TSA) are subject to the requirements of the *Cash Management Improvement Act of 1990 (CMIA)* as published in 31 United States Code 6503.

All other payments to States and all payments to other types of recipients are subject to the requirements in either 34 Code of Federal Regulation (CFR) Part 74, applicable to nongovernmental entities, or 34 CFR Part 80, applicable to State, local, and Indian tribal governments. These regulations are part of the Education Department General Administrative Regulations (EDGAR) and are available on the Web at [http://www.access.gpo.gov/nara/cfr/waisidx\\_08/34cfrvl\\_08.html](http://www.access.gpo.gov/nara/cfr/waisidx_08/34cfrvl_08.html).

CMIA Requirements

Flowdowns for Department of Education Grant U411B130019

1/11/14 – Exhibit C

States that draw funds under programs subject to the *CMAA* must draw funds as required under the TSA for the State. If a State draws funds under one of these programs to make payments to a subrecipient, the payment request to the Department should only be made at the request of the subrecipient, which must make draw requests to the State as required under the requirements in EDGAR, as described below.

EDGAR Requirements

Payments to States under programs not covered by the State's TSA and payments to other governments are subject to the requirements in Part 80 of EDGAR. These payment requirements also apply to all other types of recipients under Part 74 of EDGAR, which applies to nonprofit organizations, institutions of higher education, hospitals, and commercial organizations. States that draw funds on behalf of subrecipients under programs not covered by a TSA should remind subrecipients that they may only request funds from the State under the payment standards in Part 74 or Part 80, as applicable.

For any cash drawn from your program or project account at the Department:

- Recipients must minimize the time between the recipient's draw down of funds from its grant account at the Department and the time the recipient disburses those funds to payees via electronic transfer, check redemption or other means of transfer. See 34 CFR 74.22(a) and 80.21 (b). Specifically, recipients may only draw funds to meet the immediate cash needs of the grant or cooperative agreement.
- For recipients subject to Part 74 of EDGAR, unless the conditions described in 34 CFR Part 74 Section 22(k) exist, these recipients must deposit advances of Federal funds in interest bearing accounts.
- Recipients subject to Part 74 of EDGAR must return to the U.S. Department of Health and Human Services (HHS) the interest earned on advances of grant funds except that the recipient may retain up to \$250 of interest earned on the account each year to pay for the costs of maintaining the account. These requirements also apply to subrecipients subject to Part 74 Section 22 (l) which requires these recipients and subrecipients to annually remit interest earned on advances of funds. The address for interest remittances to HHS is:

U.S. Department of Health and Human Services  
P.O. Box 6120  
Suite 1133  
Rockville, MD 20852

The remittance should be accompanied by a letter stating that the remittance is for "interest earned on Federal funds" and should include the DUNS number.

- Recipients subject to Part 80 of EDGAR must return to the Department the interest earned on advances of grant funds except that the recipient may retain up to \$100 of interest earned on the account each year to pay for the costs of maintaining the account. Section 80.21(i) requires these recipients to promptly (at least quarterly) remit interest earned on advances to the Department. These requirements also apply to subrecipients subject to Part 80. The address for interest remittances to the Department is:

U.S. Department of Education  
P.O. Box 979053  
St. Louis, MO 63197-9000

The remittance should be accompanied by a letter stating that the remittance is for "interest earned on Federal funds" and should include the DUNS number.

- Recipients must use grant funds only for obligations incurred during the funding period.
- Recipients must distribute Federal funds to subrecipients only when requested by the subrecipient and as needed to pay program costs.

Recipients have other responsibilities regarding the use of Federal funds. We highlight the following practices related to the draw of Federal funds that are either required by EDGAR or will assist recipients in meeting their responsibilities under EDGAR.

Flowdowns for Department of Education Grant **U411B130019**  
1/11/14 – Exhibit C

- Recipients must regularly monitor the payment requests made by their subrecipients to ensure that those requests conform to the same payment requirements that apply to the recipient. See 34 CFR Part 80 Section 20(b)(7);
- Recipients must regularly monitor the fiscal activity of their subrecipients on a continuous basis and ensure that their subrecipients return interest earned;
- If expenditures under the program or project require the recipient's board or specified officials to approve expenditures, the recipient should obtain that approval before making the payment request for any expenditure, thus minimizing the period of time that funds remain in the recipient's bank account pending disbursement of the funds for expenditures under the program or project. See 34 CFR 74.21(b)(5) and 80.22(a); and
- Plan carefully for cash flows for your grant project and review projected cash requirements before each drawdown. See 34 CFR 74.21 and 74.22 or 80.20 and 80.21, as applicable.

Recipients that do not follow the cash management requirements applicable to their grants could be:

- Placed on a "cash-reimbursement" payment method, i.e., a recipient would have to pay for grant activities with its own money and submit documentation of the expenditures to the Department before receiving reimbursement from the Department;
- Designated a "high-risk" recipient under 34 CFR 74.14 or 80.12, as applicable, which may involve the imposition of conditions in addition to that of being placed on a reimbursement payment system;
- Subjected to further corrective action, including withholding of funds, suspension, and termination of the award. See 34 CFR 74.62 or 80.43, as applicable;
- Denied funding under future Department discretionary grant competitions. See 34 CFR Part 75 Section 217(d)(3)(ii); and
- Debarred or suspended under 34 CFR Part 85 from receiving future Federal awards from any executive agency of the Federal government.

A small number of ED grant programs have program-specific cash management and payment requirements based on the authorizing legislation or program regulations. These program-specific requirements may supplement or override the general EDGAR cash management or payment requirements. If you have any questions about your specific grant, please contact the program officer, whose contact information is on your Grant Award Notification (GAN).

ED's Office of the Chief Financial Officer will provide ongoing outreach efforts regarding cash management and payment requirements, including supplementary webinars, URL links and Frequently Asked Question sheets.

Thank you for your attention to this matter. If you have any questions, please contact Cynthia Heath at (202) 245-8043 or [cvnthia.heath@ed.gov](mailto:cvnthia.heath@ed.gov)

#### **ATTACHMENT N—TRAFFICKING IN PERSONS** (Applicable for all subawards.)

The Department of Education adopts the requirements in the Code of Federal Regulations at 2 CFR 175 and incorporates those requirements into this grant through this condition. The grant condition specified in 2 CFR 175.15(b) is incorporated into this grant with the following changes. Paragraphs a.2.ii.B and b.2.ii are revised to read as follows:

“a.2.ii.B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85.”

“b.2.ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR Part 85.”

Under this condition, the Secretary may terminate this grant without penalty for any violation of these provisions by the grantee, its employees, or its subrecipients.

**Attachment P - Reporting Subaward Data and Executive Compensation Data** (Applicable for all subawards) of \$25K or more. The entire clause is not applicable, but you are required to provide the information as required under paragraphs a.1. to SRI International if applicable, also information required under this clause will be provided by SRI International to the Government and this is to notify you that the information regarding you and your subaward required under this clause will be made public.)

The Federal Funding Accountability and Transparency Act (FFATA) is designed to increase transparency and improve the public's access to Federal government information. To this end, FFATA requires that executive compensation data be reported for all new Federal grants funded at \$25,000 or more with an award date on or after October 1, 2010. As such, grants awarded by the U.S. Department of Education are required to report executive compensation data as addressed in this grant award term:

a. Reporting Total Compensation of Recipient Executives:

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.scc.gov/answers/cxcomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term as part of your System for Award Management (SAM) registration profile at <http://www.sam.gov>.

A. If this is the first award you have received that is subject to the reporting requirements in paragraph b.1., you must report by the end of the month following the month in which this award is made, and on each anniversary of this award.

B. If you have already received an award this year that is subject to the reporting requirements in paragraph b.1., you must report executive compensation on the anniversary of the first award you received that was subject to the reporting requirement in paragraph b.1. of this condition.

b. Definitions. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;



- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**ATTACHMENT S – SPECIAL CONDITIONS FOR DISCLOSING FEDERAL FUNDING IN PUBLIC ANNOUNCEMENTS** (Applicable for all subawards. “Recipient” means you.)

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds included in this Act, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state –

- (1) the percentage of the total costs of the program or project which will be financed with Federal money;
- (2) the dollar amount of Federal funds for the project or program; and
- (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Recipients must comply with these conditions under Public Law 112-74, “Consolidated Appropriations Act, 2012”, DIVISION F – DEPARTMENTS OF LABOR, HEALTH AND HUMAN SERVICES, EDUCATION, AND RELATED AGENCIES APPROPRIATIONS ACT, 2012, Title V – General Provisions, Sec. 505, December 23, 2011.

**ATTACHMENT U – PROHIBITION OF TEXT MESSAGING AND EMAILING WHILE DRIVING DURING OFFICIAL FEDERAL GRANT BUSINESS** (Applicable for all subawards.)

Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving.

Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009.

**ATTACHMENT W -- B. Requirement for Data Universal Numbering System (DUNS) Numbers**  
(Applicable for all subawards.)

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

**C. Definitions**

2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

- a. A Governmental organization, which is a State, local government, or Indian Tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

**34 CFR Part 74 Clauses**

**74.5 Subawards** (Applicable if you are an institution of higher education, hospital, or other non-profit organization.)

**74.25 (C) (2) Changes to Key Personnel**

**74.13 Debarment and Suspension** (Applicable for all subawards.)

**74.26 Non-Federal Audits** (Applicable for all subawards as specified within the clause.)

**74.27 Allowable Costs** (Applicable for all subawards as specified within the clause.)

**74.30 Purpose of Property Standards through 74.37 Property Trust Relationship** (Applicable if you will acquire or be furnished property under this subaward.)

**74.40 Purpose of Procurement Standards through 74.48 Contract Provision** (Applicable if you will be procuring goods and/or services under this subaward.)

**Appendix A to Part 74 of 34 C.F.R. Part 74** (Applicable for all subawards.)

**Sec. Appendix A to Part 74--Contract Provisions**

All contracts, awarded by a recipient including small purchases, shall contain the following provisions as applicable:

1. Equal Employment Opportunity--All contracts must contain a provision requiring compliance with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 11375--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60--Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)--All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients must include a provision for compliance with

Flowdowns for Department of Education Grant U411B130019

1/11/14 -- Exhibit C

the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3--Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

3. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)--When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR Part 5--Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327- 333)--Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers must include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under a Contract or Agreement--Contracts or agreements for the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401--Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by the awarding agency.

6. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended--Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).

7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)--Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The disclosures are forwarded from tier to tier up to the recipient.

8. Debarment and Suspension (E.O. 12549 and E.O. 12689)--No contract may be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O. 12549 and E.O. 12689--Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

Contractors with awards that exceed the small purchase threshold must provide the required certification regarding its exclusion status and that of its principal employees.