

**AGREEMENT**  
between the  
**NATIONAL WRITING PROJECT**  
and the  
**H.B. SLAUGHTER ELEMENTARY**

**THIS AGREEMENT (12-KY01-CTRLSEED)** (the "Agreement") is made this 4th day of September, 2012 by and between the National Writing Project ("NWP") and the H.B. Slaughter Elementary ("Subrecipient") (each a "Party" or collectively the "Parties").

**WITNESSETH**

**WHEREAS**, the NWP and Subrecipient have a common interest in the conduct of research examining the development and implementation of programs aimed at improving K-12 writing instruction skills, and

**WHEREAS**, Recipient is willing to serve as a school engaged in such research in a "control" condition for which it will receive certain benefits and considerations,

**NOW, THEREFORE**, the Parties hereto agree as follows:

**ARTICLE I. STATEMENT OF WORK**

Subrecipient shall be responsible for taking part as a "delayed partnership" ("control") school in the 2012-2013 SEED *Evaluating the Impact of Professional Development to Meet Challenging Writing Standards in High-Need Elementary Schools* independent evaluation conducted by SRI International (see attached School Commitment Form attached hereto and incorporated herein as Exhibit A).

**ARTICLE II. PERIOD OF PERFORMANCE**

The period of performance of this Agreement shall be from July 1, 2012 through June 30, 2013. This is a one-year Agreement.

**ARTICLE III. FUNDING, EXPENDITURES PLAN AND PAYMENT**

A. Funding Amount

The award of funds under this Agreement is \$3,000.

B. Funding Source

This Agreement is funded by a grant to NWP from the U.S. Department of Education. This grant of federal funds falls under Catalog of Federal Domestic Assistance (CFDA) Number 84.367D, Supporting Effective Educator Development Grant Program.

C. Expenditure Plan

Subrecipient shall expend NWP grant funds to support any legitimate educational expense, except support for a new writing curriculum, implementation of college- and career-ready standards, including the Common Core State Standards in English Language Arts, or related professional development in 2012-2013. Expenditures of federal funds for foreign travel, entertainment, or alcohol are unallowable.

D. Payment

NWP shall provide payment in the amount of \$1,500 to Subrecipient upon receipt of a fully executed original of this Agreement and SRI International's verification that fall 2012 data collection is complete.

The remaining \$1,500 will be paid in the spring or early summer of 2013 after SRI International has verified that data collection is complete and that the school has refrained from focusing professional development in writing.

E. Cost-Sharing

This grant does not require cost-share.

**ARTICLE IV. FINANCIAL ACCOUNTING, RECORDS AND REPORTS**

A. General Accounting

Subrecipient shall maintain accounts, records, and other evidence pertaining to costs incurred. The system of accounting employed by Subrecipient shall be in accordance with generally accepted accounting principles and shall be applied in a consistent manner so that the project expenditures can be clearly identified.

B. Financial Records

NWP may inspect and audit Subrecipient's financial accounts and records at any time during reasonable business hours and with such frequency as may be deemed necessary. Financial records must be kept on file for a minimum of three years from the date of submission of the final expenditure report. The required retention period may be extended by written notification from NWP.

C. Financial Reporting

There is no financial reporting required to the NWP. As part of evaluation reporting to SRI International, schools will be asked how this grant is being used in order to verify that the control status of the school has not been violated.

E. Federal Expenditure Regulations

In regard to federal funds expenditures, Subrecipient shall comply with the parts of the Education Department General Administrative Regulations (EDGAR), as applicable, and 2 CFR Part 230 and 220, as applicable.

**ARTICLE V. NARRATIVE REPORTS**

Narrative reporting to NWP is not required.

**ARTICLE VI. PROJECT PERSONNEL**

National Writing Project:

1. Program Matters:

Dr. Linda Friedrich  
Director of Research  
National Writing Project  
University of California  
2105 Bancroft Way #1042  
Berkeley, CA 94720-1042  
(510) 642-0963

2. Contractual/Fiscal Matters:

Ms. Barbara A. Hasselbach  
Assistant Director, Grants and Contracts  
National Writing Project  
University of California  
2105 Bancroft Way #1042

Berkeley, CA 94720-1042  
(510) 643-4765

H.B. Slaughter Elementary:

1. Program Matters:

Beth White  
Goals Clarity Coach  
Slaughter Elementary  
3805 Fern Valley Rd.  
Louisville, Ky. 40219  
(502) 485-8328

2. Contractual/Fiscal Matters:

Deborah Williams  
Bookkeeper  
Slaughter Elementary  
3805 Fern Valley Rd.  
Louisville, Ky. 40219  
(502) 485-8328

ARTICLE VII. CONFLICT OF INTEREST

- A. Subrecipient shall not knowingly hire or contract with an officer, employee or director of NWP, members of the immediate families of the foregoing, or any organization that is subject to 35% or more control by any of the foregoing individuals to perform any service covered by this contract without the written permission of NWP.
- B. Any question which may arise during the performance of this Agreement regarding a possible conflict of interest shall be disclosed to NWP and addressed in accordance with Subrecipient's conflict of interest policy.

ARTICLE VIII. LIABILITY

Subrecipient is, and will be acting as, an independent contractor in the performance of this work, and shall be solely responsible where found liable arising out of any act or omission of its employees or agents in connection with the performance of this work, however caused.

ARTICLE IX. COMPLIANCE WITH TERMS OF THE AGREEMENT

If Subrecipient materially fails to comply with the terms and conditions of this Agreement, including programmatic requirements and any statutes, rules, or regulations applicable to this Agreement, NWP may disallow all or part of the cost of the activity or action not in compliance, wholly or partly suspend or terminate this Agreement, withhold further awards for the project or program, or exercise any other rights or remedies available at law or equity, as appropriate for the circumstance.

ARTICLE X. HEADINGS

Section headings are included for convenience of reference only and shall not constitute a part of the Agreement for any other purpose or be given any substantive effect.

ARTICLE XI. ENTIRE AGREEMENT, AMENDMENTS AND AUTHORITY

This Agreement shall constitute the entire agreement between the Parties with regard to the subject matter hereof. All amendments, modifications, or extensions to this Agreement shall be by mutual consent of both Parties and shall

be in writing. Each Party represents and certifies that it has full power and authority to enter into and perform its obligations under this Agreement.

**ARTICLE XII. ASSIGNMENT**

Neither Party may assign this Agreement or any rights or obligations hereunder, by operation of law or otherwise, without prior written consent of the other Party, which shall not be unreasonably withheld.

**ARTICLE XIII. SEVERABILITY**

Should any term or provision of this Agreement be held to be invalid, illegal, or unenforceable in any jurisdiction, such term or provision shall be deemed omitted, and this Agreement, with such term or provision omitted, shall remain in full force and effect without rendering invalid, illegal, or unenforceable the remaining terms or provisions of this Agreement in any other jurisdiction.

**ARTICLE XIV. TERMINATION**

Either Party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other Party. Non-cancelable obligations and allowable costs incurred for the purposes of this Agreement as of the date of termination may be covered, up to the funding amount of this Agreement. Subrecipient shall take all necessary measures to mitigate costs.

**ARTICLE XV. APPLICABLE LAW**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Kentucky.

**ARTICLE XVI. TRAFFICKING IN PERSONS**

By accepting this Agreement, Subrecipient agrees to comply with the requirements of 2 CFR Part 175 – Award Term for Trafficking in Persons, as amended below. Paragraphs a.2.ii.B and b.2.ii of 2 CFR 175.15(b) are amended 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.

NWP may terminate this Agreement without liability for any violation of these provisions by the Subrecipient, its employees, or its authorized subrecipients.

**ARTICLE XVII. ACORN**

By accepting this Agreement, Subrecipient agrees to notify NWP and provide a reasonable period of time for NWP and the Government to respond, before Subrecipient can agree to provide any portion of this Agreement award to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. This condition takes into account Division E, Section 511 of the Consolidated Appropriations Act, 2010 (P. Law No. 111-117), and pending litigation on related matters. Any questions about this condition shall be directed to NWP.

**ARTICLE XVIII. LOBBYING AND DEBARMENT**

Subrecipient will comply with all federal statutes and provide the required certifications relating to Lobbying, Debarment, Suspension and Other Responsibility Matters as shown in Exhibits B and C.

**ARTICLE XIX. PROHIBITION OF TEXT MESSAGING AND EMAILING WHILE DRIVING DURING OFFICIAL FEDERAL GRANT BUSINESS**

Subrecipient personnel and the personnel of its lower-tier subcontractors and subrecipients 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 or NWPC supplied electronic equipment to text message or email when driving.

Subrecipient and its lower-tier subcontractors and subrecipients must comply with these conditions under Executive Order 13513, "Federal Leadership ON Reducing Text Messaging While Driving," October 1, 2009.

**ARTICLE XX. GRANTEE INFORMATION**

No entity may receive a subaward of federal funds from NWP unless the entity has provided its DUNS number to NWP.

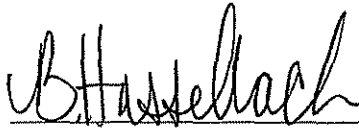
Entity Name: Jeff. Co. Board of Ed. DUNS Number: 062984430

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

**("SUBRECIPIENT"): H.B. SLAUGHTER  
ELEMENTARY**

By: \_\_\_\_\_  
Name: Donna M Hargens, EdD  
Title: Superintendent

**("NWP"): NATIONAL WRITING PROJECT**

By:   
Barbara A. Hasselbach  
Assistant Director, Grants and Contracts  
National Writing Project

**Attachments**

Exhibit A—School Commitment Form

Exhibit B—Certification Regarding Debarment, Suspension, Ineligibility, Voluntary Exclusion

Exhibit C—Certification Regarding Lobbying



## Title II SEED Program

Evaluating the Impact of Professional Development to Meet Challenging Writing Standards in High-Need Elementary Schools

### School and Local Writing Project Commitment Form

*This signed form must be scanned and uploaded with the grant proposal to the NWP application system by the Writing Project site by May 15, 2012 at 5:00 PM Pacific.*

If funded, Slaughter Elementary School in Jefferson County and Louisville Writing Project agree to work in partnership with the National Writing Project (NWP) as part of the SEED High-Need Elementary Program and Evaluation, and engage in all evaluation activities conducted by SRI International, an independent research firm, and NWP's Research and Evaluation Unit. We understand the following:

#### Project Focus and Duration

1. The project will offer professional development facilitated by local Writing Project sites, with funding from the National Writing Project. The program seeks to enhance and align writing instruction with the college- and career-ready standards (including the Common Core), raise student achievement in writing, and, ultimately, build teacher leadership capacity. The project focuses on grades 3, 4, and 5.
2. The project will last for one year, starting with a launch meeting for local Writing Project site and program school representatives in Golden, CO, July 30–August 3, 2012 and continuing through the 2012-2013 school year.
3. The school and the local Writing Project site will work collaboratively to plan, implement, and provide resources for this project and will complete evaluation requirements.

#### Evaluation Requirements

4. The evaluation study employs a randomized trial design. One half of the schools will be randomly assigned by SRI International to receive professional development from the local Writing Project site; the other half will be asked to refrain from participating in professional development focused on writing and the Common Core English Language Arts standards, above and beyond what is required by the school's district and state, throughout the 2012-2013 school year. Both sets of schools will participate in data collection activities.
5. Schools will learn whether they are randomly assigned to work with or refrain from working with their local Writing Project site immediately after the award is made, in June 2012, and need to be willing to accept either assignment.
6. Multiple data collection activities will be conducted during 2012-2013 in both the program and the comparison schools. These include
  - fall and spring surveys of all teaching faculty (this will require about 45 minutes each for all faculty members)

- interviews of district and school administrators, some teachers, and local Writing Project leaders working with the partnership (this will require 30-60 minutes per interview)
- student writing in response to on-demand prompts (this will require up to two class periods in fall 2012 and two class periods in the spring 2013 for *all* 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> grade students)
- collection of one additional source of classroom data (e.g., sample writing assignments) is possible (if funds become available)
- collection of routine district information and program implementation data.

### Resources and Responsibilities: Program Schools

7. The goal of the professional development is to support teachers in raising student achievement in writing, with an emphasis on informational and argumentative writing. Schools that are selected to participate in professional development will begin this work at the national launch meeting, where professional development plans for the 2012-2013 school year will be revised and finalized. There will be common elements of the professional development across all program schools and local Writing Project sites, which will be customized to meet the particular needs of participating schools and teachers.
8. Each program school will receive professional development services provided by the local Writing Project site and travel to required national meetings will be covered. These resources include
  - a launch meeting in Golden, CO, July 30–August 3, 2012, which two representatives from the local Writing Project site and one representative from the school must attend
  - professional development services from the local Writing Project site that are partially underwritten by a one-year support award from NWP
  - opportunities to participate in national meetings and online discussions
  - consultation with National Writing Project network leaders, who have expertise in facilitating intensive professional development focused on writing.
9. Intensive professional development efforts are most successful when both professional development providers and schools fully commit to carrying out the work. During 2012–2013, both the school and the local Writing Project site must commit the necessary resources and focus to achieve professional development goals.

The local NWP site will receive funds to help defray the costs of the professional development and agrees to

- use those resources to meet the goals of NWP's SEED funding, including providing a *minimum* of 45 hours of professional development per teacher to at least 75 percent of 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> grade teachers (*the school and the local Writing Project site may decide to identify additional resources to offer professional development to other teachers in the school, as long as there is an intensive focus on 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> grades*)

- provide high-quality, intensive, and sustained professional development and other activities
- participate fully in evaluation activities.

The **program school** will receive professional development and other services focused on college- and career-ready writing, including the Common Core State Standards, from the local Writing Project site. As part of the local Writing Project site's application to participate in this project, the principal will write a letter that addresses the specific resources and commitments that the school will contribute in order to assure the success of this work. The school will

- make it possible for all 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> grade teachers, as well as others agreed to with the local Writing Project site, to participate in 45 hours or more of writing professional development per teacher in 2012-2013 (e.g., release time, professional development time, substitutes, additional funds to cover the full cost of services provided)
- make college- and career-ready writing an explicit focus of the school's efforts
- establish curricular and instructional policies that support college- and career-ready writing, including the Common Core State Standards in writing (e.g., dedicate instructional time to writing, modify curricular programs at odds with the professional development, purchase resources to help teachers carry out work in their classrooms)
- support teachers as they try out new ideas and strategies in their classrooms
- engage key district and school leaders and teachers in supporting the local NWP site's professional development
- in collaboration with the Writing Project site, identify an individual liaison to work with the Writing Project site, who will participate in planning and support the professional development work during the 2012-2013 school year and who will participate in the launch meeting in Golden, CO, July 30–August 2, 2012
- participate fully in the evaluation activities.

### **Responsibilities and Resources: Comparison Schools**

10. Schools that are assigned to the comparison group will receive \$3,000 to use towards any legitimate educational purpose focused on any content **other** than the improvement of writing instruction and implementation of college- and career-ready standards, including the Common Core State Standards in English Language Arts. If assigned to the comparison group, professional development and instruction should proceed in a normal way. In other words, schools may participate in writing and Common Core State Standards in English Language Arts professional development *required* by the district or the state in 2012-2013. However, the school may not seek out or participate in any professional development related to writing or the Common Core State Standards in English Language Arts (or other college- and career-ready standards) in 2012-2013, above and beyond that *required* by the district or state.

**For comparison schools:**



- The NWP will provide a one-year support award of \$3,000.
- This award will go directly to the comparison school for any legitimate educational purpose (except support for a new writing curriculum, implementation of college- and career-ready standards, including the Common Core State Standards in English Language Arts, or related professional development in 2012-2013).
- \$1,500 will be disbursed in the fall, with the additional \$1,500 being disbursed in the spring after verification that the school has refrained from focusing professional development on writing and data collection is complete.

By my signature below, I am

- providing assurance of the interest and willingness of teachers in my school to participate in intensive professional development focused on college- and career-ready writing, if randomly assigned to do so
- certifying that I have provided a letter that outlines the specific commitments that my school will make to assure the success of the program, if randomly assigned to participate
- providing assurance that my school will to refrain from pursuing professional development in writing during 2012-2013, as outlined above, if randomly assigned to the comparison group
- agreeing to be randomly assigned to receive either professional development from the NWP or \$3000 to spend on any legitimate educational purpose other than the Common Core State Standards in English Language Arts.

Catherine Pendleton  
Signature of principal

5/30/12  
Date

Catherine Pendleton  
Printed Name

principal  
Title

By my signature below, I am acknowledging that the Louisville Writing Project will agree to work with or refrain from working with this school on writing professional development during the 2012-2013 school year, if the grant proposal is funded.

Jean Wolph  
Signature of local Writing Project representative

7-9-12  
Date

Printed Name Jean Wolph

Title Director

## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of the instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

### Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, 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.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
Jefferson County Board of Education (Slaughter Elementary)	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Donna M Hargens, EdD	
SIGNATURE	DATE

**CERTIFICATION REGARDING LOBBYING****Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned 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.

**Statement for Loan Guarantees and Loan Insurance**

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION		
Jefferson County Board of Education		
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE		
Prefix:	* First Name: Donna	Middle Name: M
* Last Name: Hargens	Suffix: EdD	
* Title: Superintendent		
* SIGNATURE:	* DATE:	



National Writing Project  
University of California  
2105 Bancroft Way #1042  
Berkeley, CA 94720-1042

tel: 510.642.0963  
fax: 510.642.4545  
nwp@nwp.org  
www.nwp.org

September 4, 2012

Principal  
H.B. Slaughter Elementary  
3805 Fern Valley Road  
Louisville, KY 40219

Subject: Agreement 12-KY01-CTRLSEED between the National Writing Project and H.B. Slaughter Elementary to provide financial assistance connected with participation as a "control" site as part of an independent evaluation of the work of the National Writing Project conducted by SRI International.

Dear Principal:

This letter conveys the above-referenced Agreement to you for your attention. This grant is funded by the Federal Government under the Catalog of Federal Domestic Assistance (CFDA) Number 84.367D, Supporting Effective Educator Development Grant Program.

The purpose of the funding offered under this Agreement is described in the signed School Commitment Form attached as Exhibit A.

If this Agreement meets with your approval, please add to both originals the contact information requested under Article VI *Project Personnel* on page 3, the state under Article XV *Applicable Law* on page 4, and the Entity Name and DUNS Number for your institution under Article XX *Grantee Information* on page 5. Please also add the requested information and sign Exhibits B and C, sign both Agreements on page 5, and return one signed original to me by mail with a completed W9 form.

Once the Agreement has been fully executed and SRI International has verified that fall 2012 data collection is complete, the National Writing Project will issue a check to your school for the first installment of \$1,500. The remaining \$1,500 will be paid in the spring or early summer of 2013 after SRI International has verified that data collection is complete and that the school has refrained from focusing professional development in writing.

Please contact me at [bhasselbach@nwp.org](mailto:bhasselbach@nwp.org) or 510.643.4765 with any questions.

Barbara A. Hasselbach  
Assistant Director of Grants and Contracts  
National Writing Project

Enclosures: Agreement 12-KY01-CTRLSEED & W9 Form

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*Focusing the knowledge, expertise, and leadership of our nation's educators  
on sustained efforts to improve writing and learning for all learners.*

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

**Board of Education of Jefferson County, Kentucky**

Business name, if different from above

Check appropriate box: ☐ Individual/  
Sole proprietor ☐ Corporation ☐ Partnership ☒ Other **Local Gov't**

☒ Exempt from backup  
withholding

Address (number, street, and apt. or suite no.)

**PO Box 34020**

Requester's name and address (optional)

City, state, and ZIP code

**Louisville, Kentucky 40232-4020**

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number  
| | | | | |

or

Employer identification number  
5 | 1 | 6 | 0 | 0 | 1 | 3 | 1 | 6

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign  
Here**

Signature of  
U.S. person **EDWARD D. MUNS, DIRECTOR OF ACCOUNTING**

Date

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,