

SUBGRANT
FACING HISTORY AND OURSELVES
AND
JEFFERSON COUNTY BOARD OF EDUCATION

This Subgrant, entered into this 24th day of November 2015 (the "Subgrant"), by and between Facing History and Ourselves, Inc. ("FH"), with its principal place of business at 16 Hurd Road, Brookline, MA, 02445 and the Jefferson County Board of Education, Kentucky operating under the name of the Jefferson County Public Schools ("JCPS" or "Subgrantee"), with its principal place of business at 3332 Newburg Road, Louisville, KY 40218, is for the performance of certain work and services by the Subgrantee and the reimbursement of allowable costs by FH to the Subgrantee.

WHEREAS FH has received funding (the "Award") from WestEd ("Sponsor") as a subgrantee of the Bill and Melinda Gates Foundation;

WHEREAS JCPS has agreed to collaborate with FH, as detailed in the terms of the Subgrant below;

NOW, THEREFORE, in consideration of the mutual promises and the Subgrant set forth herein, FH and JCPS agree as follows:

ARTICLE I

Scope of Work

1. Background: The goals of the Award are to deepen, scale and sustain the work of integrating writing and literacy skills into all of FH's professional development experiences. FH will collaborate with teachers in certain school districts ("Teacher Leaders") who will engage in a wide range of activities to support the implementation of Common Core State Standards ("CCSS") and state standards. FH will train and support Teacher Leaders and classroom educators in using the Literacy Design Collaborative ("LDC") tools as well as FH's resources to implement the instructional shifts required by the CCSS or related state standards. The Award also encompasses a wide range of follow up activities for educators to support their growth through classroom implementation of the instructional shifts.
2. Subgrantee Responsibilities: In accordance with the work plan developed in partnership with FH, JCPS agrees to perform the following required activities:
 - 2.1. JCPS will identify (4) Teacher Leaders in Social Studies and English/Language Arts to serve as district's core team for the implementation of the Award.

2.2. JCPS will support Teacher Leaders and ensure that Teacher Leaders participate in the following required activities:

- 2.2.1. Attend and complete all aspects of a training to learn about Literacy Design Collaborative (“LDC”) and the FH CCSS tools.
- 2.2.2. Develop a work plan with the Memphis, Tennessee FH office to include the implementation of Standard Aligned “Tools.” In the context of his or her own practice (classroom, school leadership, or district leadership), each Teacher Leader will implement standard aligned strategies and use resources from the LDC or FH to practice and experiment with standard aligned tools. Additionally, each Teacher Leader will schedule classroom and school visits with FH staff to discuss lessons, successes and challenges of the implementation process.
- 2.2.3. Attend a two (2) hour meeting in Louisville, KY to discuss best practices for sharing successful practices with their peers in Professional Learning Communities (PLC) meetings at their individual schools.
- 2.2.4. Participate in regularly scheduled conference calls and/or webinars.
- 2.2.5. Attend required conference calls and/or online meetings with the Sponsor’s and other FH Teacher Leaders from around the country to review the work done under the Award, to participate in strategy formulation and discussion, to review completed LDC/CCSS related classroom activities, and to facilitate sharing of successes and challenges within the teacher groups.
- 2.2.6. Plan and lead standard aligned sessions at FH professional development sessions. At these sessions, Teacher Leaders will be responsible for conducting LDC and CCSS aligned workshops and seminars in conjunction with already scheduled FH professional development sessions and/or additional workshops scheduled to meet educator demand. The professional development sessions shall be provided at locations and times mutually agreed upon between FH and JCPS.
- 2.2.7. Conduct follow-up activities, including working with the Memphis FH office to reach out to and follow-up with educators in their region to assist with the integration of standard aligned activities in their classroom, and assist in the activity documentation of each educator.
- 2.2.8. Complete required documentation, including reports on activity progress. This documentation will be given to the Sponsor, FH’s Regional Program Associate, and FH’s Regional Office Director, as required.

- 2.2.9. Assist in grant related evaluation activities, including, but not limited to, workshop evaluations, evaluation dissemination, and evaluation reminders.
- 2.3. JCPS will also support Teacher Leaders and ensure that Teacher Leaders complete required reports under the terms below:
 - 2.3.1. Following all seminars and workshops and outreach efforts, the Teacher Leader will:
 - 2.3.1.1. Document all contact and outreach information in the FH documentation system and work with the assigned Program Associate to develop and carry out follow up strategies. FH will provide the Teacher Leader with reports of use to support their outreach efforts.
 - 2.3.1.2. Provide summaries, as necessary and requested, that highlight key resources used (if applicable), important moments/highlights and learning. These summaries may be edited and shared by Project Manager (within 2 weeks of program) for inclusion in any report (verbal or written) required by the Grantor.
- 2.4. In accordance with the work plan developed in partnership with the Memphis FH office, the Teacher Leaders may be involved in these additional activities:
 - 2.4.1. Assist with other Common Core-related activities, such as writing blog posts, creating literacy tasks, and sharing classroom best practices around implementation of the standards.
 - 2.4.2. Submit proposals to local and national conferences to share experiences with larger audiences, and, if accepted, develop and present agreed upon CCSS-related session at accepted conferences.
 - 2.4.3. Participate in any additional activities as may be deemed necessary to the successful implementation of the Award.

ARTICLE II

Term of Contract

Subgrantee shall begin performance of the services on November 24, 2015 and shall complete the services described in Article 1 of this Subgrant and elsewhere in this Subgrant no later than August 31, 2017 (the "Term"). Unless stated elsewhere in this Subgrant, Subgrantee's expenditures incurred prior to November 24, 2015 or after August 31, 2017 will not be reimbursed by FH or Sponsor. Subgrantee shall notify FH as soon as possible of any reason that might contribute to Subgrantee's failure to complete the services described in Article 1 of this

Subgrant and elsewhere in this Subgrant during the Term, even if such reason is beyond the control and without fault or negligence of Subgrantee. The Term may be modified by mutual agreement, in writing, of the parties.

ARTICLE III

Designated Representatives

Subgrantee's work and services shall be under the direct supervision of FH's Associate Program Director of Memphis, TN office, Michele Phillips, and JCPS Social Studies Specialist, William R. Daniel (each a "Designated Representative"). Any change in Subgrantee's Designated Representative(s) must receive prior written approval from FH.

| Designated Representative For FH | Designated Representative For JCPS |
|---|---|
| Name: Michele Phillips | Name: W. Rick Daniel |
| Title: Associate Program Director | Title: Social Studies Specialist |
| Address: 115 Huling Avenue Memphis, TN 38103 | Address: 4425 Preston Highway Louisville, KY 40213 |
| Telephone: 901-452-1776 | Telephone: 502-485-3054 |
| FAX: 901-452-6463 | FAX: 502-485-6545 |
| E-Mail: Michele_phillips@facinghistory.org | E-Mail: Rick.daniel@jefferson.kyschools.us |

ARTICLE IV

Consideration, Records and Billing Instructions

1. Payments. FH agrees to financially support JCPS and Teacher Leaders in their work on the deliverables described in Article I, including:
 - 1.1. Providing a professional development stipend of \$2000.00 annually for eligible JCPS Teacher Leaders to present mandated professional development sessions on LDC mini-task creation and/or FH CCSS Literacy during the Term.
 - 1.2. Additionally, Subgrantee shall submit invoices on behalf of the eligible JCPS Teacher Leaders based on the schedule outlined in the chart below; invoices shall provide a current and cumulative breakdown of costs.

| Deliverable | Payment Date | Payment Description | Payment Amount (\$) |
|-------------------------|---------------|---|---------------------|
| Teacher Leader Services | December 2015 | Teacher stipend for mandatory professional development attendance and presentation. Calculation (\$1,000 x 4 teachers) | 4,000 |

| | | | |
|-------------------------|---------------|---|-------|
| Teacher Leader Services | August 2016 | Teacher stipend for mandatory professional development attendance and presentation. Calculation for Spring Semester (\$1,000 x 4 teachers) | 4,000 |
| Teacher Leader Services | December 2016 | Teacher stipend for mandatory professional development attendance and presentation. Calculation (\$1,000 x 4 teachers) | 4,000 |
| Teacher Leader Services | August 2017 | Teacher stipend for mandatory professional development attendance and presentation. Calculation Spring Semester (\$1,000 x 4 teachers) | 4,000 |

2. Conditions to Payment:

- 2.1. Each eligible JCPS Teacher Leader must sign a W-9 tax form that certifies that he or she is exempt from backup withholding, and the Subgrantee must submit complete set of W-9s to FH prior to the date of the first mandatory professional development event.
- 2.2. FH's payment of the teacher stipends shall be to the eligible JCPS Teacher Leaders based upon the terms and conditions of this Subgrant and the availability and allocation of Sponsor's funds necessary to finance FH's performance and upon the contingency that the Sponsor continues to pay the Award to FH.
- 2.3. Subgrantee acknowledges that payment of the teacher stipends to the eligible JCPS Teacher Leaders is contingent upon expenses being allowable in accordance with the specifications of Award.
- 2.4. Subgrantee shall maintain reasonable records incident to the performance of this Subgrant and shall allow FH access to those records.
- 2.5. Payment to the eligible JCPS Teacher Leaders will be provided by FH upon receipt of invoices approved and signed by the Subgrantee's appropriate administrative official and Designated Representative.
- 2.6. No later than 30 days after the end of the Term, Subgrantee will submit to FH a Final Invoice, which shall be clearly identified as "final." FH will not be obligated to reimburse Subgrantee for expenses invoiced after the Final Invoice.
- 2.7. All invoices shall be submitted to:

Michele Phillips
Facing History and Ourselves, Memphis
115 Huling Avenue
Memphis, Tennessee 38103

ARTICLE V

Ownership and Credits

FH has and shall retain all rights, title, and interest in and to the materials developed by or for FH and in all modifications thereto, translations and adaptations thereof, and derivative works therefrom. Any materials developed for use in the services and activities described in this Subgrant must be approved by FH. Ownership of any such materials shall be attributed to FH if the materials were developed for use in the services and activities described in this Subgrant; otherwise, ownership shall be attributed to the party responsible for the initial draft thereof (as marked on such initial draft) or as otherwise agreed among the parties.

ARTICLE VI

Assignments and Subgrants

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

ARTICLE VII

Changes and Prior Approval

Subgrantee is responsible for both notifying FH and obtaining prior written approval from FH for any changes, which might materially alter the terms of this Subgrant. Examples include, but are not limited to: changes in the period of performance, changes in Subgrantee's Designated Representative(s), significant rebudgeting and changes in the scope of work. In the event of uncertainty as to whether a change requires prior approval, refer questions to FH's Designated Representative.

ARTICLE VIII

Insurance

Subgrantee shall be solely responsible for any and all third party liability that might result from Subgrantee's actions or inactions in the performance of this Subgrant. Therefore, Subgrantee shall maintain sufficient insurance coverage for Public Liability, Property Damage, Employer's Liability and Compensation Insurance and Motor Vehicle Liability (Personal Injury and Property Damage).

ARTICLE IX

Termination

1. Either party may terminate this Subgrant at any time by giving to the other party 30 days prior written notice.
2. In the event of default, either by a party's failure to substantially perform its obligations under the Subgrant, a party's violation of other material terms of this Subgrant, or Sponsor's termination of the Award, then the other party may immediately terminate this Subgrant by giving written notice to the other party. Should performance be so terminated, the Subgrantee shall be paid for its reasonable costs and commitments to the date of termination, but only to the extent that such costs and commitments are reimbursable to FH under the terms of the Award. Payment shall be made upon submission to FH of a final invoice covering the aforementioned performance and submission of any and all results achieved to the time of termination and acceptance thereof by FH.

ARTICLE X

General Provisions

1. Human Subjects Research. It is acknowledged that Subgrantee's work and services under the Award and Subgrant will not involve (1) human subjects research within the meaning of 45 CFR 46 and 21 CFR 50 and 56; (2) animal research within the meaning of the Animal Welfare Act as amended (7 USC 2131 et. seq.); nor (3) recombinant DNA research.
2. Grant Related Income. Subgrantee must report to FH any grant related income as covered by 2 Code of Federal Regulations (CFR) Part 200 (Subparts A – F). Disposition of such income will be consistent with the terms of the Award.
3. Equipment Accountability and Disposition. For purposes of this Subgrant, Equipment is defined as those items costing \$2,000 or more and having a useful life of more than one year. Title to all equipment purchased under this Subgrant shall reside with the Subgrantee. Subgrantee shall be responsible for maintaining equipment records. Inventory, accountability, and disposition of equipment shall be in accordance with the granting agency's policies. Except for for-profit firms/organizations, upon successful completion of the Subgrant, title to the equipment shall reside with the Subgrantee.
4. Rebudgeting. Line item rebudgeting by Subgrantee must be in accordance with any conditions as specified by the Award. Rebudgeting requiring Sponsor approval shall be prepared as if this Subgrant were with the Sponsor and forwarded to FH's Designated Representative for proper approval before FH forwards to the Sponsor. Approval of these requests must be received before the new expenditures are incurred. Rebudgeting which requires a change in work scope must be approved by FH's Designated Representative.
5. Policies. This Subgrant is subject to and incorporates, as applicable, the terms and conditions of the Award, which FH shall provide to Subgrantee upon request. Subgrantee's policies for

travel reimbursement, salaries, fringe benefits, etc. will prevail as funds are expended under this Subgrant.

ARTICLE XI

Certifications

1. By accepting this Subgrant, Subgrantee certifies to the following if applicable:
 - 1.1. Non-Discrimination. Subgrantee certifies it complies with all federal statutes relating to non-discrimination. These include but are not limited to:
 - 1.1.1. E.O. 11246 "Equal Employment Opportunity" as amended by E.O. 11375 "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
 - 1.1.2. Title VI of the Civil Rights Act of 1964 (P.L. 88-352 which prohibits discrimination based on race, color, or national origin;
 - 1.1.3. Title IX of the Educational Amendments of 1972 which prohibits discrimination based on sex;
 - 1.1.4. Age Discrimination Act of 1975, which prohibits unreasonable discrimination based on age.
 - 1.2. Drug-Free Workplace. Subgrantee will provide a drug-free workplace in accordance with the provisions of the Drug Free Workplace Act of 1988 (P.L. 100-690, Title V, Subtitle D) and 45 CFR, 76.
 - 1.3. Smoke-Free Workplace. Subgrantee will provide a smoke-free workplace in accordance with the provisions of the Pro-Children Act of 1994 (P.L. 103-227, Part C - Environmental Tobacco Smoke, Section 1041-1044).
 - 1.4. Debarment. Suspension. Repayment of Federal Debt. Subgrantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Furthermore, Subgrantee certifies neither it nor its principals are delinquent on the repayment of any federal debt.
 - 1.5. Audit Requirements. By accepting this Subgrant, Subgrantee certifies that it meets the audit requirements of OMB as appropriate, and will furnish a copy of such audit report to FH upon request. Subgrantee further certifies that, in instances of non-compliance with federal laws and regulations, appropriate corrective action will be taken. Subgrantee agrees to notify FH of the corrective action within six months of furnishing the audit report to FH. All records and reports prepared in accord with the requirements

of OMB shall be available for inspection by Sponsor's representatives during normal business hours.

- 1.6. Clean Air and Water Certification. Subgrantee certifies that any facility to be used in the performance of this Subgrant is not listed on the Environmental Protection Agency ("EPA") list of Violating Facilities. Subgrantee will immediately notify FH, before this Subgrant, of the receipt of any communication from the Administrator, or a designee of EPA, indicating any facility the Subgrantee proposes to use for the Subgrantee's performance is under consideration to be listed on the EPA list of Violating Facilities.
- 1.7. Conflict of Interest. Subgrantee certifies that it has implemented a written and enforced conflict of interest policy; that to the best of Subgrantee's knowledge, all financial disclosures required by Sponsor have been made; and that all identified conflicts of interest will prior to Subgrantee's expenditure of funds under this Subgrant, be promptly disclosed, in writing, to FH. Subgrantee, at FH's request, will provide information about how it identified, managed, reduced or eliminated conflicts of interest. Failure to disclose such instances or to provide information to FH may be cause for termination as specified in Article XI.
- 1.8. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. By signing this Subgrant, Subgrantee hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:
 - 1.8.1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Subgrant, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative Subgrant.
 - 1.8.2. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, Subgrantee shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to FH .
 - 1.8.3. Submission of this certification and disclosure is a prerequisite for making or entering into this Subgrant imposed by section 1352, title 31 United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall

be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

- 1.9. Compliance with Statutes. Subgrantee shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Subgrantee for the duration of this Subgrant and shall reveal any final determination of a violation by the Subgrantee of the preceding KRS Chapters.

ARTICLE XII

Order of Precedence

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

ARTICLE XIII

Entire Agreement

This Subgrant is intended by the parties as a final written expression of their Subgrant and supersedes and replaces any prior oral or written Subgrant. Any terms or conditions proposed by Subgrant inconsistent with or in addition to terms and conditions herein contained shall be void and of no effect unless specifically agreed to by FH and Subgrantee in writing and signed by both parties.

ARTICLE XIV

Applicable Law

This Subgrant shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

ARTICLE XV

Confidentiality

1. In performance of the terms of this Subgrant, either party may disclose information to the other party which it considers to be proprietary and confidential ("Confidential Information"). The disclosing party shall designate all such information as confidential at the time of disclosure either orally or in writing. If designated confidential orally, the disclosing party shall within 30 days of the date of disclosure confirm in writing the confidential nature of such information. Both parties shall use reasonable efforts to ensure said Confidential

Information is kept confidential. Except as otherwise provided herein, the recipient will not disclose the Confidential Information without the consent of the disclosing party and shall use the Confidential Information only for the purposes of this Subgrant. Notwithstanding the foregoing, the recipient may transfer Confidential Information to those of its employees, board members, officers, directors and agents as may be reasonably necessary to carry out the performance of this Subgrant. Information shall not be subject to the restrictions of this Article XVII where the:

- a. Information was possessed by receiving party prior to receipt from disclosing party other than through prior disclosure by the disclosing party as evidenced by receiving party's business records;
 - b. Information published or available to the general public otherwise than through a breach of this Subgrant;
 - c. Information obtained by receiving party from a third party with a valid right to disclose it, provided that said third party is not under a confidentiality obligation to the disclosing party;
 - d. Information that was independently developed by employees, agents or consultants of receiving party who had no knowledge of or access to the information as evidenced by receiving party's business records;
 - e. Information for which the receiving party obtains the disclosing party's prior written permission to publish or which is disclosed in the necessary course of the prosecution of patent applications upon intellectual property developed pursuant to this Subgrant; or
 - f. Information is required to be disclosed by the Kentucky Open Records Act or other law, regulation, Attorney General Decisions that carry the force of law, or court order.
2. If the performance of this Subgrant involves the transfer by JCPS to FH of any data regarding any JCPS student that is subject to the Family Educational Rights and Privacy Act ("FERPA"), FH agrees to:
- a. In all respects comply with the provisions of FERPA. For purposes of this Subgrant, "FERPA" includes the requirements of Chapter 99 of Title 34 of the Code of Federal Regulations.
 - b. Use any such data for no purpose other than to fulfill the purposes of the Subgrant, and not share any such data with any person or entity other than FH and its employees, contractors and agents, without the approval of JCPS.
 - c. Require all employees, contractors and agents of FH to comply with all applicable provisions of FERPA with respect to any such data.
 - d. Maintain any such data in a secure computer environment, and not copy, reproduce or transmit any such data except as necessary to fulfill the purposes of the Subgrant.
 - e. Conduct project in a manner that does not permit the identification of an individual student by anyone other than employees, contractors or agents of FH having a legitimate interest in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any published results of studies.

- f. Destroy or return to JCPS any such data obtained under this Subgrant within thirty days after the date when it is no longer needed by FH for the purposes of the project.

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

**FACING HISTORY AND OURSELVES,
INC.**

By: _____

Name: _____

Title: _____

**FACING HISTORY AND OURSELVES,
INC.**

**JEFFERSON COUNTY PUBLIC
SCHOOLS**

By: _____

Name: Donna M. Hargens, Ed.D

Title: _____