

FDP Cost Reimbursement Research Subaward Agreement

Pass-through Entity (PTE): University of Louisville Research Foundation, Inc.		Subrecipient: Jefferson County Public Schools	
PTE Principal Investigator (PI): Dr. Tasha Laman		Subrecipient Principal Investigator (PI): Dr. Denise Carrell	
PTE Federal Award No: 92-KY03-SEED2016-HNEval	FAIN:	Federal Awarding Agency: U.S. Dept. of Education	
Federal Award Issue Date: Jun 13, 2016	Total Amount of Federal Award to PTE: \$ \$ 21,000.00	CFDA No: 84.367D	CFDA Title: Supporting Effective Educator Development (SEED) Grant
Project Title: College-Ready Writers Program - JCPS Chapter			
Subaward Period of Performance: Start: Sep 1, 2016 End: Dec 31, 2016		Amount Funded This Action: \$ \$ 1,649.00	Subaward No. ULRF 16-1105
Estimated Project Period (if incrementally funded): Start: Apr 1, 2016 End: Aug 31, 2017		Incrementally Estimated Total: \$	Is this Award R & D <input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No
Check all that apply <input type="checkbox"/> Reporting Requirements (Attachment 4) <input type="checkbox"/> Subject to FFATA (Attachment 3B) <input type="checkbox"/> Cost Sharing (Attachment 5)			

Terms and Conditions

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

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

Attachment 1
Research Subaward Agreement
Certifications and Assurances

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

Certification Regarding Lobbying

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

Debarment, Suspension, and Other Responsibility Matters

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Audit and Access to Records

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

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

Copy of Award Notice (attached ___ pages)

Special terms and conditions:

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

Additional Special Terms:

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

Attachment 3A
Research Subaward Agreement

Subaward Number:

ULRF 16-1105

Pass-through Entity (PTE) Contacts

Pass-through Entity (PTE)

Name: University of Louisville Research Foundation, Inc.

Address: Office of Sponsored Programs Administration

The Nucleus, 300 East Market Street, Suite 300

City: Louisville

State: KY

Zip Code+4 40202-1959

PTE's Administrative Contact

Name: David White

Address: University of Louisville-Office of Sponsored Programs Administration

The Nucleus, 300 East Market Street, Suite 300

City: Louisville

State: KY

Zip Code: 40202-1959

Telephone: 502-852-3788

Fax: 502-852-8429

PTE E-mail: grntmgmt@louisville.edu

PTE's Principal Investigator

Name: Dr. Tasha Laman

Address: College of Education & Human Development

Belknap Campus, University of Louisville

City: Louisville

State: KY

Zip Code: 40292-0001

Telephone: 502-852-1814

Fax:

E-mail: tasha.laman@louisville.edu

PTE Financial Contact

Name: Julie Renn

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

City: Louisville

State: KY

Zip Code: 40202-1959

Telephone: 502-852-5433

Fax: 502-852-2594

E-mail: jmrenn01@louisville.edu

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

Invoicing: Dr. Tasha Laman

Address: College of Education & Human Development
Belknap Campus, University of Louisville
Louisville, KY 40292-0001

Pass-through Entity's Authorized Official

Name: Barbara Sells

Address: Office of Sponsored Programs Administration-Grants Division

The Nucleus, 300 East Market Street, Suite 300

City: Louisville

State: KY

Zip Code: 40202-1959

Telephone: 502-852-3788

E-mail: bfsell1@exchange.louisville.edu

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

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Attachment 3B
Research Subaward Agreement
Subrecipient Contacts

Subaward Number:

Subrecipient Place of Performance

Name: Jefferson County Board of Education dba Jefferson County Public Schools
Address: 3332 Newburg Road
Van Hoose Education Center
City: Louisville State: KY
EIN No.: 61-6001316 Institution Type:

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

Is Subrecipient currently registered in SAM? ☒ Yes ☐ No Local Education Agency - LEA

Is Subrecipient exempt from reporting compensation? ☒ Yes ☐ No

If no, please complete 3B page 2

DUNS No.:

Parent DUNS No.:

Congressional District:

Congressional District:

062984430

KY-III

Subrecipient Administrative Contact

Name: Eileen Goggin-Miller, Coordinator Resource Development
Address: 502 Wood Road, Suite 201

City: Louisville

State: KY

Zip Code: 40222-4852

Telephone: (502) 485-3998

Fax: (502) 485-3601

E-mail: eileen.goggin@jefferson.kyschools.us

Subrecipient Principal Investigator (PI)

Name: Denise Carrell, Curriculum Specialist
Address: 4425 Preston Highway
Gheens Academy

City: Louisville

State: KY

Zip Code + 4: 40213-2033

Telephone: (502) 485-3028

Fax: (502) 485-6545

E-mail: denise.carrell@jefferson.kyschools.us

Subrecipient Financial Contact

Name: Karen Moore, Fiscal Coordinator
Address: 4425 Preston Highway
Gheens Academy

City: Louisville

State: KY

Zip Code: 40213-2033

Telephone: (502) 485-6605

Fax: (502) 485-3817

E-mail: karen.moore3@jefferson.kyschools.us

Subrecipient Authorized Official

Name: Donna M. Hargens, Superintendent
Address: 3332 Newburg Road
Van Hoose Education Center

City: Louisville

State: KY

Zip Code: 40218-2414

Telephone: (502) 485-3251

Fax: (502) 485-3991

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

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Attachment 4 Research Subaward Agreement Reporting Requirements

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

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

Other Special Reporting Requirements

Subrecipient shall submit to PTE's **Principal Investigator** a final version of the budget attached as Exhibit A (http://www.nwp.org/cs/public/print/doc/nwpsites/budget_system.html). The budget shall be due at the same time as the financial report deadline (Exhibit C).

In regard to federal funds expenditures, Subrecipient shall comply with the parts of the Education Department General Administrative Regulations (EDGAR), as applicable, OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable, and specific program regulations that govern the award and administration of this Agreement as described in Exhibit B.

Sub-Award Budget
Jefferson County Board of Education
dba Jefferson County Public Schools
College Ready Writing Project

Cost Description	Amount
<i>Salary</i>	
Substitutes for project teachers to attend College Ready Writing training. Substitutes @ \$150 per day X 9 days	\$1,350
<i>Salary Total</i>	<i>\$1,350</i>
<i>Benefits</i>	
Substitute benefits include medicare match, Kentucky teachers retirement, and unemployment. Benefits @ \$28 per day X 9 days.	\$252
<i>Benefits Total</i>	<i>\$252</i>
<i>Subtotal</i>	<i>\$1,602</i>
<i>Indirect Costs @ 2.96%</i>	<i>\$47</i>
Total	\$1,649

Sub-Award Budget Narrative
Jefferson County Board of Education
dba Jefferson County Public Schools
College Ready Writing Project

The College Ready Writing Project is a collaboration between the Louisville Writing Project and Jefferson County Public Schools. The sub-award totals \$1,649 for the following services: Teachers from Olmsted Academy North will attend training to learn College Ready Writing instructional strategies to use with students. Nine substitute days are required for this training. The training sessions will occur in September 2016. The district will pay Board-approved substitute salary and benefit rates. Indirect costs are included at the district's federally approved rate.

Sub-Award Scope of Work
Jefferson County Board of Education
dba Jefferson County Public Schools
College Ready Writing Project

Seventh and eighth grade English Language Arts Teachers involved in the College Ready Writing Project (CRWP) at Olmsted Academy North will participate in professional development that focuses on teaching argument writing, particularly analyzing and using nonfiction sources in writing, developing claims and coherent reasoning, and considering alternate perspectives. The professional development will provide teachers with instructional and formative assessment resources that focus on reading and analyzing multiple perspectives on important issues, developing strong claims, and effectively using nonfiction texts as evidence.

