

FDP Cost Reimbursement Research Subaward Agreement

Federal Awarding Agency: Other (National Writing Project, US Department of Education)

Pass-Through Entity (PTE):

Subrecipient:

University of Louisville Research Foundation

Jefferson County Board of Education dba Jefferson County Public Schools

PTE PI: Timothy Landrum, Ph.D.

Sub PI: Suzanne Jackson

PTE Federal Award No: 92-KY02-2018i3C3WP

Subaward No: ULRF 18-1034

Project Title: 13 Scale-Up C3WP AI and PD Grant

Subaward Period of Performance (Budget Period):

Start: End: 05/31/2019

Amount Funded This Action (USD): \$100,099

Estimated Project Period (If incrementally funded):

Start: End:

Incrementally Estimated Total (USD): \$

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 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. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. 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 shall be directed to the party's Principal Investigator Contact, shown in Attachment 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 Attachment 3A, not later than 45 days after the Project Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are 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.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to each party's Administrative Contact, as shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Period of Performance and budget. Bilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Administrative Contact, as shown in Attachment 3B.
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 30 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, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations and requirements.

By an Authorized Official of Pass-through Entity:

By an Authorized Official of Subrecipient:

Name: Barbara Sells

Date

Title: Associate Director, Sponsored Programs Administration

Name: Dr. Martin Pollio

Date

Title: Superintendent, Jefferson County Public Schools

Attachment 1
Certifications and Assurances

Subaward Number:

ULRF 18-1034

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that 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 in accordance with 2 CFR 200.450.

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 PTE.

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 31 U.S.C. 1352. 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 (2 CFR 200.213 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient 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, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

Per 2 CFR 200.501- 200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 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.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Attachment 2
Federal Award Terms and Conditions

Subaward Number

ULRF 18-1034

Required Data Elements

The data elements required by Uniform
Guidance are incorporated in the attached Federal Award.

Federal Award Issue Date	FAIN	CFDA No.
01/01/17	U411A160004	84.411A

This Subaward Is:

☐ Research & Development ☒ Subject to FFATA

CFDA Title

Education Innovation and Research (formerly Investing in Innovation (I3) Fund)

Key Personnel Per NOA

Timothy Landrum, Ph.D.

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:

<https://www.nwp.org/cs/public/print/doc/nwpsites/reporting.csp>

2. 2 CFR 200

3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:

4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

except for the following :

- a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Principal Investigator Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
- b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
- c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
- d. Title to equipment as defined in 2 CFR 200.33 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
- e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).

5. Treatment of program income:

This section intentionally left blank

Special Terms and Conditions:

Copyrights:

Subrecipient Grants to PTE 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 PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Data Rights:

Subrecipient grants to PTE 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 PTE's obligations to the Federal Government under its PTE Federal Award.

Data Sharing and Access (Check if applicable):

☐ Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and access requirements as reflected in the NOA (or in the special terms below) and the Data Management/Sharing Plan submitted to the Federal Awarding Agency and attached.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply:

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein:

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

☒ No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One)

This section left intentionally blank

Additional Terms

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

ULRF 18-1034

PTE Information

Entity Name: University of Louisville Research Foundation, Inc.

Legal Address: Office of Sponsored Programs Administration
The Nucleus, 300 East Market Street, Suite 300
Louisville, KY 40202-1959

Website: grntmgmt@louisville.edu

PTE Contacts

Central Email:

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

Principal Investigator Name: Timothy J. Landrum

Email: t.landrum@louisville.edu

Telephone Number: 502-852-0952

Administrative Contact Name: David White

Email: grntmgmt@louisville.edu

Telephone Number: 502-852-3788

COI Contact email (if different to above):

Financial Contact Name: Evie Hayden

Email: eehayd01@louisville.edu

Telephone Number: 502-852-1129

Email invoices? ☒ Yes ☐ No Invoice email (if different): t.landrum@louisville.edu and steven.tabeling@louisville.edu

Authorized Official Name: Barbara F. Sells

Email: bfsell01@louisville.edu

Telephone Number: 502-852-3788

PI Address:

Department of Special Education
Room 123D - College of Education and Human Development
University of Louisville
Louisville, KY 40292

Administrative Address:

University of Louisville
Office of Sponsored Programs Administration
The Nucleus, 300 E. Market Street, Suite #300
Louisville, KY 40202-1959

Invoice Address:

Department of Special Education
Room 123D - College of Education and Human Development
University of Louisville
Louisville, KY 40292

Attachment 3B
Subrecipient Contacts

Subaward Number:
ULRF 18-1034

Subrecipient Information for FFATA reporting

Entity's DUNS Name: Jefferson County Board of Education dba Jefferson County Public Schools

EIN No.: 616001316

Institution Type: Special District Gov't

DUNS: 062984430

Currently registered in SAM.gov: ☒ Yes ☐ No

Exempt from reporting executive compensation: ☒ Yes ☐ No (if no, complete 3Bpg2)

Parent DUNS:

This section for U.S. Entities:

Zip Code Look-up

Place of Performance Address

Congressional District: 3

Zip Code+4:

40218-2414

Multiple Sites throughout Louisville, KY 40218-2414

Subrecipient Contacts

Central Email:

Website:

Principal Investigator Name: Suzanne Jackson

Email: suzanne.jackson@jefferson.kyschools.us

Telephone Number: 812-725-4788

Administrative Contact Name: Becky Crump

Email: becky.crump@jefferson.kyschools.us

Telephone Number: 502-485-3290

Financial Contact Name: Cordelia Hardin

Email: cordelia.hardin@jefferson.kyschools.us

Telephone Number: 502-485-3353

Invoice/Payment Email: cordelia.hardin@jefferson.kyschools.us

Authorized Official Name: Dr. Marty Pollio

Email: marty.pollio@jefferson.kyschools.us

Telephone Number: 502-485-3251

Legal Address:

VanHoose Education Center
3332 Newburg Road
Louisville, KY 40232-4020

Administrative Address:

VanHoose Education Center
3332 Newburg Road
Louisville, KY 40218-2414

Payment Address:

VanHoose Education Center
3332 Newburg Road
Louisville, KY 40218-2414

Attachment 4
Reporting and Prior Approval Terms

Subaward Number:

ULRF 18-1034

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- ☐ Monthly technical/progress reports will be submitted to the PTE's Principal Investigator within 15 days of the end of the month.
- ☐ Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Principal Investigator
- ☐ Annual technical / progress reports will be submitted within 60 days prior to the end of each budget period to the PTE's Principal Investigator. 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.
- ☐ A Final technical/progress report will be submitted to the PTE's Principal Investigator within 60 days of the end of the Project Period or after termination of this award, whichever comes first.
- ☒ Technical/progress reports on the project as may be required by PTE's Principal Investigator in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

Carryover is restricted for this subaward by the: Pass-Through Entity

Submit carryover requests to the Administrative Contact

Other Reports:

- ☐ In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's Principal Investigator 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 Federal Awarding Agency specific forms to the PTE's Principal Investigator within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.
- A negative report is required: Yes
- ☐ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Other Special Reporting Requirements:

5,5a

**University of Louisville College of Education and Human Development
National Writing Project
July 1, 2018- June 30, 2019
JCPS subgrant**

Personnel

Salaries:

Suzanne Jackson (Moore High School teacher) \$74,523

3 extended days @ \$396.535 per day \$1,196

Fringes:

S. Jackson \$21,004

Extended Days \$225

Total Direct Costs \$96,948

Indirect Costs @ 3.25% \$3,151

TOTAL \$100,099

Scope of Work

1. Duties of JCPS: JCPS hereby agrees to assign Ms. Suzanne Rene Jackson, 9=12 ELA teacher, to U of L and the CEHD for 100% percent of her professional time. Her duties with the CEHD will include planning and facilitating professional development in writing through the office of the Kentucky Writing Project, including but not limited to the National Writing Project College, Career, and Community Writing Program, and participate in various program initiatives and responsibilities as needed. Specific duties and responsibilities of Ms. Jackson will be further described in a written plan agreed to by the Kentucky Writing Project Director, Jean Wolph, CEHD Dean Ann Larson or her designee, and Ms. Jackson. Ms. Jackson will remain an employee of JCPS, shall be under their supervision and control, and will receive compensation and fringe benefits from JCPS consistent with her position and JCPS policies and contracts.