

Agreement No. S-STEM_Luzerne_01

AGREEMENT FOR FEDERAL GRANT SUBRECIPIENT SERVICES
East Stroudsburg University of Pennsylvania

This Agreement for Services ("Agreement") is made and entered into the 12 day of January, 2017 by Luzerne County Community College, a non-profit organization, hereinafter called "SUBRECIPIENT," located at 1333 South Prospect Street Nanticoke, PA 18634 (Federal ID No.23-1678363) and the East Stroudsburg University of Pennsylvania, a member of the Pennsylvania State System of Higher Education, hereinafter called "UNIVERSITY," located at 200 Prospect St, East Stroudsburg, Pennsylvania, 18301.

WHEREAS, the UNIVERSITY has received funds from the National Science Foundation (NSF), under the NSF 15-581, NSF Scholarships in Science, Technology, Engineering, and Mathematics (S-STEM) program, with project entitled: "Clear Path - Bachelor's Degree Completion Scholarships," # 1564634 to provide community college transfers in selected STEM fields the support to complete bachelor's degrees; and

WHEREAS, the SUBRECIPIENT is a collaborator/co-applicant in the proposal for the PROJECT and has the expertise and resources necessary to implement the PROJECT; and

WHEREAS, but for the participation of the SUBRECIPIENT, the UNIVERSITY would be unable to implement the PROJECT and receive the grant; and

WHEREAS, the SUBRECIPIENT is a "subrecipient" and this agreement constitutes a "subaward," as such terms are defined in OMB Uniform Guidance , it is therefore not subject to procurement under PA Act 57 of 1998;

NOW, THEREFORE, intending to be legally bound, the parties to this Agreement agree as follows:

1. **Type of Contract:**

All services indicated in this Agreement will be provided by SUBRECIPIENT for an amount not to exceed **\$30,250** as set forth in Appendix A.

2. **Contacts:**

A. **SUBRECIPIENT Project Director:**

Name: Rosana Reyes, MPA-IG
VP of Enrollment Management and
Student Development
Luzerne County Community College
Phone (570)740-0336
Fax (570)740-0356
E-mail: rreyes@luzerne.edu

B. **UNIVERSITY Project/Agreement Manager:**

Name: Teresa Michelle Jones-Wilson
S-STEM Clear Path Project Director
Address: 200 Prospect Street
East Stroudsburg, PA 18301
Phone: (570) 422-3703
Fax: (570) 422-7951
E-mail: mjwilson@esu.edu

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3. **Purpose of Project:**

The purpose of this PROJECT is to:

The NSF S-STEM Clear Path grant will increase the bachelor's degree completion rate among students transferring from community college in selected STEM fields. Over 5 years 100 promising community college STEM students will be recruited for program scholarships. By working with community colleges, ESU will be better able to reach an underserved and underrepresented population. Financial support will be provided to insure completion of the appropriate associate degree for Clear Path Scholars. The desired increases in timely degree completion as well as GPA will be realized through the implementation of a community building cohort model involving peer mentoring and tutoring. At the crux of this implementation will be a highly supportive set of cohort activities that builds upon five pillars or High Impact Practices. The cohort activities, coupled with social and academic support services will aid in the development of proven academic adaptive psychological mechanisms associated with college student success.

4. **Scope of Work:**

The scope of work to be provided by SUBRECIPIENT is set forth in Appendix B.

5. **Subrecipient Personnel Involved in Project:**

Rosana Reyes will provide the oversight as the SUBRECIPIENT's Project Director.

6. **Beginning Date:**

This Agreement shall not be legally effective until after the review and approval of the Office of the Attorney General of Pennsylvania, and an effective date is stamped upon it. No work shall be performed or services rendered until said approval is obtained. The proposed start date is September 15, 2016.

7. **Completion Date:**

All services will be completed by August 31, 2021 unless otherwise extended in writing by both parties.

8. **Termination Conditions:**

A. Notification of Termination by UNIVERSITY:

UNIVERSITY has the right to terminate this Agreement for any reason. Official notification of termination must be in writing and provided to SUBRECIPIENT thirty (30) days prior to termination date.

B. Notification of Termination by SUBRECIPIENT:

SUBRECIPIENT has the right to terminate this Agreement for any reason. Official notification of termination must be in writing and provided to UNIVERSITY ninety (90) days prior to termination date.

9. **Project Deliverables to be Produced by the SUBRECIPIENT Project Director:**

SUBRECIPIENT will provide a performance progress report to UNIVERSITY Project Manager X quarterly or _____ annually [check one] indicating the services provided through the PROJECT. SUBRECIPIENT will submit a final performance report and a final expenditure report to UNIVERSITY Project Manager on or before August 31, 2021, unless otherwise extended in writing by both parties.

10. **Billing for Services:**

Total cost to UNIVERSITY for the PROJECT is **\$30,250** as outlined in Appendix A. UNIVERSITY agrees to make payments in response to invoices from SUBRECIPIENT as follows: **Check one**

____ A. In three equal installments of \$ _____ with the first installment occurring on or before _____. The second payment will occur on or before _____, and the third at the completion of services on or before _____.

____ B. As an advance of ____% within 30 days of execution of this agreement and the final ____% upon completion of services.

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 X C. Quarterly reimbursement per NSF S-STEM grant award regulations for actual costs incurred by SUBRECIPIENT.

Any unexpended funds remaining in the PROJECT budget at the end of this agreement will be returned to UNIVERSITY.

Costs incurred up to a termination date will be invoiced and paid under the Agreement.

11. **Changes to Agreement:**

This Agreement and the attachments constitute the entire agreement between the parties. Changes to this Agreement may only be made upon mutual agreement of both parties through a written amendment to this Agreement signed by authorized agents.

12. **Legal Notices:**

All notices, requests, demands, directions and other communications given to or made upon any party hereto shall be in writing and delivered or sent, postage prepaid, to the applicable party as follows:

To UNIVERSITY:

Name: Christina McDonald
 Director, Office of Sponsored Projects
 and Research
 200 Prospect Street
 East Stroudsburg, PA 18301
 Phone: (570) 422-7954
 Fax: (570) 422-7951
 Email: cmcdonald9@esu.edu

To SUBRECIPIENT:

Name: Mary Dolon
 Grant Specialist/Writer
 Luzerne County Community College
 1333 S. Prospect Street
 Nanticoke, PA 18634-3899
 (800) 377-5222, ext. 737
 Fax: (570) 740-0737 (call before faxing)
 email: mdolon@luzerne.edu

13. **Nondiscrimination:**

The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable federal and state laws, as well as the provisions of the Americans with Disabilities Act.

14. **Subrecipient Integrity:**

- A. SUBRECIPIENT shall not disclose to others any confidential information gained by virtue of this agreement.
- B. SUBRECIPIENT shall not, in connection with this or any other agreement with UNIVERSITY, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the services outlined in this contract.
- C. SUBRECIPIENT shall not, in connection with this or any other agreement with UNIVERSITY, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of UNIVERSITY.
- D. SUBRECIPIENT upon being informed or having knowledge that any violation of these provisions has occurred or may occur, shall immediately notify UNIVERSITY.
- E. For violation of any of the provisions, UNIVERSITY may terminate this and any other Agreement with SUBRECIPIENT, claim liquidated damages in an amount equal to the value of services provided, and claim damages for all expenses incurred. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those UNIVERSITY may have under law, statute, regulation, or otherwise.

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15. **Special terms and conditions:**

- A. Copyrights
SUBRECIPIENT X grants / ___ shall grant (**check one**) to UNIVERSITY 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.
- B. Data Rights
SUBRECIPIENT grants to UNIVERSITY 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.
- C. Title to equipment costing \$5,000 or more that is purchased or fabricated with awarded funds or SUBRECIPIENT cost sharing funds, as direct costs of the project or program, shall conditionally vest in the SUBRECIPIENT upon acquisition without further obligation to the Federal Awarding Agency.
- D. Costs incurred within 90 days prior to the effective date of this agreement that are otherwise allowable per the approved Budget, are eligible for reimbursement. SUBRECIPIENT must furnish evidence to the UNIVERSITY that all required compliance approvals were in place at the time the costs were incurred.
- F. The SUBRECIPIENT shall acknowledge the support from this grant in any publicity or publications about this PROJECT.

16. **Standard terms and conditions:**

- A. SUBRECIPIENT agree to comply with all applicable laws and regulations of the Commonwealth of Pennsylvania in carrying out this Agreement.
- B. SUBRECIPIENT and UNIVERSITY respectively represent to the other that it is not currently debarred or suspended from doing business with the federal government. In the event that the SUBRECIPIENT or UNIVERSITY receives notice of debarment or suspension it shall promptly notify the other party.
- C. SUBRECIPIENT its agents and employees, shall act in an independent capacity and shall not act or be deemed to act as officers, employees, or agents of the Commonwealth of Pennsylvania. Neither of the parties shall be deemed to be or construed as partners or joint ventures with the other.
- D. This agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. SUBRECIPIENT and UNIVERSITY consent to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. SUBRECIPIENT agree that any such court shall have personal jurisdiction, and consents to service of process in any manner authorized by Pennsylvania law.
- E. In the event of conflict between the provisions of this form and any attachment hereto, the provisions of this form shall prevail.
- F. UNIVERSITY's obligation to pay is not assignable without prior written consent of SUBRECIPIENT, nor can SUBRECIPIENT assign its duties to anyone else without UNIVERSITY's written permission.
- G. UNIVERSITY's obligations as detailed in the NSF S-STEM grant award are contingent upon the

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availability of the individuals to perform the services as specified in this Agreement.

- H. Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit sovereign immunity of the Commonwealth, the UNIVERSITY, and/or SUBRECIPIENT.
- I. SUBRECIPIENT and UNIVERSITY agree to comply with all applicable laws and regulations of the Federal Government, including OMB Uniform Guidance (2 C.F.R. Chapter II, Part 200) and federal agency implementing regulations if identified on Appendix D.
- J. SUBRECIPIENT agrees to allow UNIVERSITY reasonable access to records and financial information as requested, including promptly responding to requests for copies of records and financial information. SUBRECIPIENT shall provide reasonable access for the UNIVERSITY and its auditors to all records related to the performance of this agreement.
- K. The SUBRECIPIENT shall acknowledge the support from this grant in any publicity or publications about this PROJECT.
- L. Project Close-out. SUBRECIPIENT shall comply with the UNIVERSITY'S close-out procedures and supply its final invoice within 60 days after the end of the period of performance or other such date as specified by the UNIVERSITY. Payment for SUBRECIPIENT invoices submitted to the UNIVERSITY later than sixty (60) days after the end of this Agreement may not be paid. Closeout of this Agreement does not affect:
 1. The right of the UNIVERSITY to disallow costs and recover funds;
 2. The obligation of the SUBRECIPIENT to return any funds due as a result of later refunds, corrections or other transactions;
 3. Audit requirements of the Uniform Guidance;
 4. Property management and disposition;
 5. Record retention.

18. Attachments:

SUBRECIPIENT agrees to fully meet and comply with the provisions attached and incorporated herein as: Appendix A, the Budget; Appendix B, Scope of Work and Proposed Timeline; Appendix C Federal Award Information and Appendix D. Federal Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

For SUBRECIPIENT:

Thomas P. Leary, President 6-19-18
Date

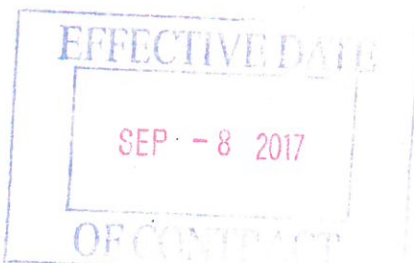
For UNIVERSITY:

[Signature] 6-26-17
Title, vice president - Provost Date

Approved as to form and legality:

[Signature] 8-30-17
Date
university Legal Counsel,

[Signature] 9/8/17
Date
Deputy Attorney General,
Office of the Attorney General of
Pennsylvania



SAP: _____

APPENDIX A

Budget

<u>Cost item (GL)</u>	<u>Federal Share</u>	<u>Matching Funds</u>	<u>Total</u>
Salaries and Wages	25,000	0	25,000
Fringe Benefits	2,500	0	2,500
Indirect	2,750	0	2,750
			\$30, 250

NOTES:**Budget Justification – Subaward – Luzerne County Community College****Other Personnel**

- Liaison – \$11,000 salary and benefits to serve as a communication point between ESU and Luzerne County Community College. The liaison will support principal investigators (PIs) to establish campus level logistics for the implementation of grant supported activities at LCCC, identification and communication to campus members participating in annual meetings, serve as the point person for the creation and implementation of the communication protocol, and communicate to PIs any needed adjustments or improvements to aid in the implementation of this program.

- Institutional Research(IR) Support – \$16,500 salary and benefits to work with the PI and Co-PIs to create data files on the students beyond the current student cohort, and include control group data.

Indirect Costs

- Indirect Costs - \$2,750 is calculated on 10% of total modified total direct costs based on the federal de minimis rate. PPENDIX B

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APPENDIX B

Scope of Work

The Subrecipient and University shall comply with all applicable laws, regulations and grant guidelines, including the funding announcement # CFDA No. 47.076 / PROGRAM SOLICITATION # NSF 15-581 dated November 07, 2006, the proposal for funding dated _September 22, 2015_ and funding award #1564634 dated _September 09,2016 and requirements cited therein.

Liaisons Mary James, Science Department Chair and Nicole Saporito, Math Department Chair will serve as a communication point between ESU and Luzerne County Community College. The liaisons will support Principal Investigators (PIs) in establishing campus level logistics for the implementation of grant supported activities at Luzerne County Community College, identification and communication to campus members participating in annual meetings, serve as the point persons for the creation and implementation of the communication protocol, and communicate to PIs any needed adjustments or improvements to aid in the implementation of this program.

Institutional Research (IR) Support –the PI and Co-PIs will create data files on the students beyond the current student cohort, and include control group data.

APPENDIX C

FEDERAL AWARD INFORMATION

[Complete for federally-funded subawards]

Federal Award Identification elements (2 CFR 200.331(a)(1))

Subrecipient name as registered in DUNS: Luzerne County Community College

Subrecipient's DUNS number or other unique identifier: 075995522

Federal Award Identification Number (FAIN): 1564634

Federal Award date: September 9, 2016

Subaward period of performance Start and End Date: September 15, 2016–August 31, 2021.

Amount of Federal funds obligated by this action: \$30,250

Total Amount of Federal funds obligated to the subrecipient (e.g. prior awards): 0

Total amount of the Federal Award: \$4,039,527

Federal Award project description, in a form responsive to the Federal Funding Accountability and Transparency Act (FFATA): The National Science Foundation (NSF) Scholarships in Science, Technology, Engineering, and Mathematics program (S-STEM) addresses the need for a high quality STEM workforce in areas of national priorities. The program seeks to increase the success of low-income academically talented students with demonstrated financial need who are pursuing associate, baccalaureate, or graduate degrees in science, technology, engineering, and mathematics (STEM). The program provides awards to Institutions of Higher Education (IHEs) to fund scholarships, and to enhance and study effective curricular and co-curricular activities that support recruitment, retention, student success, and graduation in STEM. The S-STEM program encourages collaborations among different types of partners: Partnerships among different types of institutions, collaborations of STEM faculty and educational and social science researchers, or partnerships among institutions of higher education and business and industry. The program seeks: 1) to increase the number of low-income academically talented students with demonstrated financial need obtaining degrees in STEM and entering the STEM workforce or graduate study; 2) improve the education of future scientists, engineers, and technicians, with a focus on academically talented low-income students; and 3) advance understanding of the factors or curricular and co-curricular activities affecting the success of low-income students.

In this solicitation, the acronym STEM stands for science, technology, engineering, and mathematics that includes biological sciences (except medicine and other clinical fields); physical sciences (including physics, chemistry, astronomy, and materials science); mathematical sciences; computer and information sciences; geosciences; engineering; and technology areas associated with the preceding disciplines (for example, biotechnology, chemical technology, engineering technology, information technology, etc.)

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The S-STEM program particularly encourages proposals from 2-year institutions, Minority Serving Institutions (MSIs), and urban public and rural institutions

Name of Federal awarding agency, pass through-entity, and contact information for awarding official:
National Science Foundation

Headquarters Office (152):

Amanda Edelman
4201 Wilson Blvd., Stafford I - Ste 805, Arlington, Virginia 22230
Email: aedelman@nsf.gov
Phone: 7032927306
Fax: 7032929179

The cognizant NSF program official for this grant is Karen Crosby, (703) 292-4629

The cognizant NSF grants official contact is LeVar Rashawn Farris, (703) 292-2187

CFDA Number and Name; identifying the dollar amount made available under each Federal award and the CFDA number at the time of disbursement:

CFDA No. 47.076; FY 17 est \$898,870,000

Identification of whether the award is R&D: Research

Indirect cost rate or F&A rate for the federal award (including if the de minimis rate is charged per 2 CFR 200.414): 40% of Salaries and Wages

APPENDIX D

FEDERAL TERMS AND CONDITIONS

[Complete for federally-funded subawards]

- A. SUBRECIPIENT certifies that it has duly adopted policies and procedures for federal requirements as applicable, including:
1. Conflict of Interest Applicable Not Applicable
 2. Integrity in Research or Research Misconduct Applicable Not Applicable
 3. Protection of Human Subjects Applicable Not Applicable
 4. Guide for the Care and Use of Laboratory Animals and Institutional Animal Care and Use Committee (IACUC) Applicable Not Applicable
 5. Procurement in conformance with 2 CFR 200.317-326 Applicable Not Applicable
 6. Time and Effort Reporting in conformance with 2 CFR 200.430 Applicable Not Applicable
 7. Record Retention in conformance with 2 CFR 200.333-335 Applicable Not Applicable
 8. Inventory/Property Management in conformance with 2 CFR 200.313 Applicable Not Applicable
 9. Financial Management Systems in conformance with 2 CFR 200.302 Applicable Not Applicable
- B. SUBRECIPIENT certifies that it has an approved indirect cost rate or F&A rate agreement with its federal cognizant agency. Applicable Not Applicable
- C. SUBRECIPIENT certifies that, if applicable, it will carry out the subaward in compliance with federal export control and sanctions laws and regulations (Export Administration Regulations of the US Department of Commerce and the ITAR of the Department of State, and Embargoes and Sanctions of the Office of Financial Asset Control) Applicable Not Applicable