MEMORANDUM OF UNDERSTANDING BETWEEN
THE UNIVERSITY OF WYOMING
AND
WYOMING DEPARTMENT OF EDUCATION

THIS AGREEMENT, entered into on September 10, 2014, by the University of Wyoming, a non-profit, educational institution existing under the laws of the State of Wyoming (henceforth referred to as "UW") and Wyoming Department of Education (henceforth referred to as "Contractor"), is for the performance of certain work and services in connection with:

UW Subaward ID:	1001320G - WDE
Project Sponsor:	U.S. Department of Education
CFDA Number:	84.334S
Project Title:	GEAR UP Wyoming

The maximum allowable cost will be $88,966 to be expended during a performance period beginning September 26, 2014, and ending September 25, 2015 (Year 4).

The total cost share requirement is in the amount of $2,500,000

UW's Project Director will be: Judith Trujillo, GEAR UP Grant Manager

The Contractor's Project Coordinator will be: Julie Magee, Director, Standards, ~~Learning~~, and Accountability Division

This Agreement is subject to all terms and conditions appended hereto, including General Terms and Conditions, and Special Terms and Conditions, if any.

APPROVED FOR:

Wyoming Department of Education
2300 Capitol Avenue
Hathaway Building, 2nd Floor

jmagee
Signature

Julie Magee
Typed Name

Director, Standards + Accountability Division
Title

19 Sept 2014
Date

APPROVED FOR:

THE UNIVERSITY OF WYOMING
1000 E. University Avenue, Department 3355
Laramie, Wyoming 82071

Signature

Dorothy Yates
Typed Name

Associate Vice President for Research
Title

Date

1) **Parties**. This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the University of Wyoming 1000 East University Avenue, Laramie, WY 82071, and Northern Wyoming Community College District (NWCCD) 3059 Coffeen Avenue, Sheridan, WY 82801

2) **Purpose**. The purpose of this MOU is to set forth the terms and conditions under which the contractor shall provide Gaining Early Awareness & Readiness for Undergraduate Programs (hereinafter referred to as GEAR UP) services as stated in the GEAR UP proposal:

   A) Increase the academic preparation and performance level of low-income students for postsecondary education;

   B) Increase high school graduation rates of low-income students;

   C) Increase the postsecondary education, participation, and graduation rates of low-income students, and;

   D) Increase the knowledge of postsecondary preparation and financing of GEAR UP students and families.

3) **Term of MOU.** This MOU is effective for the period September 26, 2014, through September 25, 2015. The term of this MOU may be extended only by a duly signed and authorized amendment to the MOU. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be in writing and given at the address provided under this MOU by certified mail, postage prepaid, and return receipt requested.

4) **Payment**.

   A) Contractor shall be reimbursed by UW for approved expenses as stated in Section 5 below and in the Contractor's GEAR UP Budget (Attachment A). The total amount reimbursed by this MOU shall not exceed $88,966 for year four (4).

   B) Contractor shall also provide documented evidence of their match dollars as stated in this Agreement for the amount of $2,500,000 in year four (4). In addition, the contractor shall submit the "GEAR UP Monthly Match Summary Report" of their allowable match dollars with copies of all supporting documentation by the 15th of each month to the University of Wyoming, SEO, GEAR UP Office, Department 3808, 1000 East University Avenue, Laramie, WY 82071.

   C) Contractor shall submit monthly invoices in the provided format to the University of Wyoming, Office of Research and Economic Development, Department 3355, 1000 East University Avenue, Laramie, Wyoming, 82071, referencing the UW Subaward ID and supported by a detailed statement of costs incurred by the contractor for the performance of this Agreement. Contractor shall submit a copy of above referenced invoice with copies of all supporting documentation and the "GEAR UP Monthly Expenditure Summary Report" by the 15th of each month to the University of Wyoming, SEO, GEAR UP Office, Department 3808, 1000 East University Avenue, Laramie, WY 82071. UW shall pay the contractor the cost thereof determined to be allowable with the applicable cost principles established by OMB Circular A-21, Cost Principles for Educational Institutions, or A-122, Cost Principles for Non-Profit Organizations, or A-87 Cost Principles for State, Local and Indian Tribal Governments, whichever is appropriate.

   D) Promptly after receipt of invoice to be considered accurate and complete, UW shall, subject to the provisions of this MOU, make payment thereon as approved by the Project Director and the Office of Research and Economic Development or his/her designate.

   E) **Receipt of the invoice designated by the Contractor as the "final invoice" shall be received by UW within 45 days of the end of the term of the MOU**. Upon compliance by the contractor with all the provisions of this MOU and approval of the final invoice, UW shall promptly pay to the contractor any balance of allowable costs.

5) **Compensation and Maximum Cost.**

A) In full and complete consideration of Contractor's satisfactory performance under this Agreement, UW shall reimburse the contractor for allowable costs incurred in accordance with the terms of this Agreement.

B) Reimbursement in accordance with paragraph 4 of this MOU shall be made by UW to the Contractor upon submission of itemized invoices to UW, using appropriate identification of project. All such payments shall be subject to correction and adjustment upon periodic and/or final audit or by reason of any disallowance by the Project Director.

C) It is expressly understood and agreed that the aggregate of all allowable costs under this MOU shall in no event exceed the maximum cost indicated in paragraph 4, except upon formal amendment of this Agreement as provided below, and the contractor's obligation to perform ceases upon exhaustion of funds.

D) The allowable cost of performing the work under this MOU shall be the costs actually incurred by the contractor. The allowable cost, direct and indirect, shall be determined by UW in accordance with the terms of this Agreement and the attached budget.

6) **Budget changes**. By May 1 of the budget year, Contractor shall notify UW of anticipated unexpended funds. UW may approve an extension of the term of the MOU and amend the MOU to allow unexpended funds to carry forward only as allowed under the terms and conditions of UW's grant award from the U.S. Department of Education. Additionally, Contractor and UW will work together for any changes to the budget (Attachment A). Such changes may be approved by UW as allowed under the terms and conditions of UW's grant award from the U.S. Department of Education.

7) **Responsibilities of UW**.

A) UW shall provide training and assistance in developing GEAR UP services for eligible students and their families.

B) UW shall serve as fiscal agent for this grant.

C) UW shall compile and submit the required federal reports. UW will provide copies, in a timely fashion, of all reports and analysis related to the GEAR UP program to the Principle Investigator.

D) UW shall develop the standard resources and forms used at the community colleges in providing and tracking GEAR UP services.

E) UW shall lead the development of statewide services for use by the community colleges in providing GEAR UP programming.

8) **Responsibilities of Contractor** (Contractor shall ensure GEAR UP outreach staff will complete the following within the required timeline):

A) Any violations of grant policies and procedures or other activities on the part of the contractor, GEAR UP staff that place the program in jeopardy will be referred to the Contractor's Principle Investigator for handling through the contractor's disciplinary processes.

B) Contractor shall provide services designed to assist in achieving the following objectives for their selected GEAR UP students:

i) *GEAR UP Wyoming (GUWY) will serve a minimum of 2,000 participants each year.* (Contractor is required to serve at least 280 of the 2,000 students)

ii) The percentage of GUWY participants meeting the EXPLORE Math college-readiness benchmark for 9th grade (18 score) will exceed the percentage of GUWY-eligible non-participants meeting the benchmark. The percentage of GUWY participants meeting the ACT Math college-readiness benchmark for 11th grade (22 score) will exceed, by 3% or more, the percentage of GUWY-eligible non-participants meeting the benchmark.

iii) 85% of GUWY seniors will graduate from high school.

iv) *55% of GUWY high school graduates will enroll in postsecondary education by the fall term following high school graduation.*

v) *X% of GUWY students who enroll in postsecondary education will persist from the 1st to 2nd year.*

vi) *60% of GUWY 12th grade students will complete the FAFSA.*

vii) *75% of GUWY 11th grade students will complete the ACT.*

viii) *45% of parents of GUWY students who receive services for at least one year will participate in activities associated with assisting students in understanding and/or obtaining scholarships and/or financial aid for college.*

C) **Reporting**. Contractor's GEAR UP personnel shall:

i) Contractor shall maintain appropriate and complete accounts, records, documents, and other evidence showing and supporting all costs incurred and services provided under this Agreement.

ii) All accounts and records relating to this Agreement shall be subject to inspection by UW or its duly authorized representative(s). All accounts and records shall be preserved by the Contractor for a period of seven (7) years following the final financial transaction and the final settlement of this Agreement under the terms and conditions of UW's grant award from the U.S. Department of Education. At any time during the period of this Agreement UW may have vouchers and statements of costs audited and any payment may be reduced for overpayment or increased for underpayment based on such audit.

D) **Other Requirements**. Contractor's GEAR UP personnel shall:

i) Complete a background check on all employees who have direct contact with students prior to hiring. Contractor shall have an obligation to immediately respond to employee issues of misconduct;

ii) Attend required training and coordination meetings;

iii) Respond to the Project Director and Federal requests;

iv) Submit required reports;

v) Provide direct services to eligible GEAR UP students who reside in the Contractor's service area. The services shall be provided in accordance with the service plan as set forth in the "GEAR UP Wyoming Grant Proposal" as submitted on July 14, 2011 (copy available upon request).

9) **General Provisions**.

A) **Amendments**. Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU, which are mutually agreed upon by and between the parties to this MOU, shall be incorporated by written instrument, executed and signed by all parties to this MOU.

B) **Applicable Law.**

i) The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of the MOU and over the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.

ii) In the performance of the work authorized in this MOU, Contractor agrees to comply with all applicable federal, state, and municipal laws, rules, ordinances, regulations, and requirements governing or affecting performance under this Agreement.

iii) In addition, Contractor agrees for itself and its employees to be bound by all of the regulations and policies of the program sponsor applicable to the Contractor's performance or the receipt and expenditure of funds available to the Contractor under the terms of the MOU.

C) **Availability of Funds**. Each payment obligation of either party is conditioned upon the availability of government funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by either part, the MOU may be terminated by either party at the end of the period for which the funds are available. Each party shall notify the other party at the earliest possible time of the services which shall or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or for any damages as a result of termination under this section. The provision shall not be construed to permit either party to terminate this MOU to acquire similar services from another party.

D) **Prior Approval**. This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins, as described under the terms of this MOU, and unless this MOU is approved as to form by the appropriate legal representatives.

E) **Severability**. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect.

F) **Sovereign Immunity**. The University of Wyoming and the Contractor do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

G) **Third Party Beneficiary Rights**. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

H) **Entirety of Agreement**. This MOU, consisting of six (6) pages, Attachment A, Contractor's GEAR UP Budget; Attachment B, the Year four (4) Grant Award Notification (GAN) from the U.S. Department of Education; Attachment C, Audit Compliance Certification; Attachment D, Federal Funding Accountability and Transparency Act (FFATA) Request Form; and Attachment E, Subrecipient Information Form ; represents the entire and integrated Agreement between the parties and supersedes all prior negations, representations, and Agreements, whether written or oral.

I) **Key Personnel.** At all times during the term of this MOU Contractor's performance shall be under the direct supervision of the Contractor's principal investigator. Any change of principal investigator requires the express written approval of UW.

J) **Notices.** All notices to either party shall be in writing, signed by the party giving it, and shall be sufficiently given or served, if sent by registered mail addressed to the parties at their addresses indicated.

K) **Lobbying.** Funds awarded under this MOU cannot be used by the contractor, or any agent acting on behalf of the Contractor, to engage in any activities designed to influence the legislation or appropriations pending before Congress.

L) **Drug Free Workplace.** Contractor certifies that it is in compliance with the provisions of the Drug Free Workplace Act (P.L. 100-690).

M) **Nondiscrimination.** Contractor certifies that it is in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), the provisions of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and the Age Discrimination Act of 1975.

N) **Debarment.** Contractor 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.

O) **Audit Compliance**. Contractor is required to provide a copy of the annual audit report, prepared in compliance with OMB Circular A-110, A-128, or A-133, as appropriate. If such audit is not performed, Contractor is required to provide a copy of audited financial statements. The appropriate document should be forwarded to University of Wyoming, Office of Research and Economic Development, Department 3355, 1000 East University Avenue, Laramie, Wyoming 82071.

P) **Equal Employment Opportunity**. Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the Americans with Disabilities Act of 1990. The University's policy has been, and will continue to be, one of nondiscrimination, offering equal opportunity to all employees and applicants for employment on the basis of their demonstrated ability and competence without regard to such matters as race, gender, color, religion, national origin, disability, age, veteran status, sexual orientation, genetic information, political belief, or other status protected by state and federal statutes or University Regulations.

Vendors and subcontractors are notified that they may be subject to the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(e); and 29 CFR Part 471, Appendix A to Subpart A. As applicable, **this subrecipient shall abide by the requirements of 41 CRF 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. As applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

Q) **Other Provisions.** The General Provisions of U.S. Department of Education Grant Award Number P334S110024 as awarded and attached (Attachment B) are hereby made a part of this Agreement.

10) **Signatures**. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

11) **Attachments**:

A. Contractor's GEAR UP Budget
B. Year 4 Grant Award Notification (GAN) from the U.S. Department of Education
C. WDE Non-Disclosure Affidavit
D. Data Request and Security Procedures Memorandum

Attachment A

Year 4 (Wyoming Department of Education) GEAR UP Budget
September 26,2014 - September 25,2015

	Expenditures	Match
1. Salaries and Wages	$76,840	$0
2. Employee Benefits	$6,000	$0
3. Travel	$5,626	$0
4. Materials and Supplies	$500	$0
5. Consultants and Contracts	$0	$0
6. Other	$0	$2,314,815
A. Total Direct Costs (Sum of lines 1-6)	$88,966	$2,314,815
B. Total Indirect Costs: (cannot be greater than 8% of Total Direct Costs)	$0	$185,185
C. Equipment		
D. Scholarships/Tuition Assistance		$0
E. TOTAL (Lines A+B+C+D)	$88,966	$2,500,000

Prepared by: Ted Haskell

Date: 11/19/2014

Attachment B

US Department of Education
Washington, D.C. 20202

GRANT AWARD NOTIFICATION

1 RECIPIENT NAME

University of Wyoming
Student Affairs
1000 East University Avenuee
Department 3355
Laramie, WY 82071 - 2000

2 AWARD INFORMATION

PR/AWARD NUMBER	P334S110024 - 14
ACTION NUMBER	4
ACTION TYPE	Continuation
AWARD TYPE	Discretionary

3 PROJECT STAFF

RECIPIENT PROJECT DIRECTOR
Judy Trujillo (307) 766-6189
jtrujil7@uwyo.edu
EDUCATION PROGRAM CONTACT
David E Howe (202) 502-7703
david.howe@ed.gov
EDUCATION PAYMENT HOTLINE
G5 PAYEE 888-336-8930
HELPDESK
edcaps.user@ed.gov

4 PROJECT TITLE

84.334S
University of Wyoming: GEAR UP Wyoming

5 KEY PERSONNEL

NAME	TITLE	LEVEL OF EFFORT
Judy Trujillo	Project Director	100 %

6 AWARD PERIODS

BUDGET PERIOD	09/26/2014 - 09/25/2015
PERFORMANCE PERIOD	09/26/2011 - 09/25/2018

FUTURE BUDGET PERIODS

BUDGET PERIOD	DATE	AMOUNT
5	09/26/2015 - 09/25/2016	$3,548,876.00
6	09/26/2016 - 09/25/2017	$3,548,876.00
7	09/26/2017 - 09/25/2018	$3,548,876.00

7 AUTHORIZED FUNDING

THIS ACTION	$3,548,876.00
BUDGET PERIOD	$3,548,876.00
PERFORMANCE PERIOD	$14,195,504.00

8 ADMINISTRATIVE INFORMATION

DUNS/SSN	069690956
REGULATIONS	CFR PART 694 EDGAR AS APPLICABLE 2 CFR AS APPLICABLE
ATTACHMENTS	A , B OPE-3 , E1 , E2 , E4 , E5 , E6 , E7 , F , N , O , S , U , V , W

9 LEGISLATIVE AND FISCAL DATA

AUTHORITY:	PL 105-244 IV HIGHER EDUCATION ACT OF 1965, AS AMENDED BY P.L. 105-244
PROGRAM TITLE:	GAINING EARLY AWARENESS AND READINESS FOR UNDERGRADUATE PROGRAMS (GEAR-UP)

US Department of Education
Washington, D.C. 20202

GRANT AWARD NOTIFICATION

CFDA/SUBPROGRAM NO: 84.334S

FUND CODE	FUNDING YEAR	AWARD YEAR	ORG. CODE	CATEGORY	LIMITATION	ACTIVITY	CFDA	OBJECT CLASS	AMOUNT
0201A	2014	2014	EP000000	B	JD1	SEA	334	4101C	$3,548,876.00

10 PR/AWARD NUMBER: P334S110024 - 14

RECIPIENT NAME: University of Wyoming
Student Affairs

TERMS AND CONDITIONS

(1) The Office of Management and Budget requires all Federal agencies to assign a Federal Award Identifying Number (FAIN) to each of their financial assistance awards. The PR/AWARD NUMBER identified in Block 2 is your FAIN.

If you subaward under this grant, you must document the assigned PR/AWARD NUMBER (FAIN) identified in Block 2 of this Grant Award Notification on each subaward made under this grant. The term subaward means:

1. A legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
2. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation on the principles that can be used in identifying a procurement as distinct from a subaward, see Sec. ---- .210(b)-(d) of OMB Circular A-133, ``Audits of States, Local Governments, and Non-Profit Organizations").
3. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

(2) THE FOLLOWING ITEMS ARE INCORPORATED IN THE GRANT AGREEMENT: (1) THE RECIPIENT'S APPLICATION (BLOCK 2), (2) THE APPLICABLE EDUCATION DEPARTMENT REGULATIONS (BLOCK 8), AND (3) THE SPECIAL TERMS AND CONDITIONS SHOWN AS ATTACHMENTS IN BLOCK 8 ON THE INITIAL AWARD
APPLY UNTIL CHANGED.

THIS AWARD SUPPORTS ONLY THE BUDGET PERIOD SHOWN IN BLOCK 6. IN ACCORDANCE WITH 34 CFR 75.253, THE DEPARTMENT OF EDUCATION WILL CONSIDER CONTINUED FUNDING IF: (1) CONGRESS HAS APPROPRIATED SUFFICIENT FUNDS UNDER THE PROGRAM, (2) THE DEPARTMENT DETERMINES THAT CONTINUING THE PROJECT WOULD BE IN THE BEST INTEREST OF THE GOVERNMENT, (3) THE RECIPIENT HAS MADE SUBSTANTIAL PROGRESS TOWARD MEETING THE OBJECTIVES IN ITS APPROVED APPLICATION, AND (4) THE RECIPIENT HAS SUBMITTED REPORTS OF PROJECT PERFORMANCE AND BUDGET EXPENDITURES THAT MEET THE REPORTING REQUIREMENTS FOUND AT 34 CFR 75.118 AND ANY OTHER REPORTING REQUIREMENTS ESTABLISHED BY THE SECRETARY.

IN ACCORDANCE WTH 34 CFR 74.25(c)(2), OR 34 CFR 80.30(d)(3) CHANGES TO KEY PERSONNEL IDENTIFIED IN BLOCK 5 MUST RECEIVE PRIOR APPROVAL FROM THE DEPARTMENT.

THE SECRETARY ANTICIPATES FUTURE FUNDING FOR THIS AWARD ACCORDING TO THE SCHEDULE IDENTIFIED IN BLOCK 6. THESE FIGURES ARE ESTIMATES ONLY AND DO NOT BIND THE SECRETARY TO FUNDING THE AWARD FOR THESE PERIODS OR FOR THE SPECIFIC AMOUNTS SHOWN. THE RECIPIENT WILL BE NOTIFIED OF SPECIFIC FUTURE FUNDING ACTIONS THAT THE SECRETARY TAKES FOR THIS AWARD

US Department of Education
Washington, D.C. 20202

P334S110024 - 14

GRANT AWARD NOTIFICATION

Validity unknown

Digitally signed by James Davis

Date: Thu Jun 26 15:46:37 EDT 2014

AUTHORIZING OFFICIAL **DATE**

Ver. 1

EXPLANATION OF BLOCKS ON THE GRANT AWARD NOTIFICATION

For Discretionary, Formula and Block Grants (See Block 2 of the Notification)

1. RECIPIENT NAME - The legal name of the recipient, name of the primary organizational unit that

2. AWARD INFORMATION - Unique items of information that identify this notification.

PR/AWARD NUMBER - A unique, identifying number assigned by the Department to each application. On funded applications, this is commonly known as the "grant number" or "document number."

ACTION NUMBER - A numeral that represents the cumulative number of steps taken by the Department to date to establish or modify the award through fiscal or administrative means. Action number "01" will always be "NEW AWARD"

ACTION TYPE - The nature of this notification (e.g., NEW AWARD, CONTINUATION, REVISION, ADMINISTRATIVE)

AWARD TYPE - The particular assistance category in which funding for this award is provided, i.e., DISCRETIONARY, FORMULA, or BLOCK.

3. PROJECT STAFF - This block contains the names and telephone numbers of the U.S. Department of Education and recipient staff who are responsible for project direction and oversight.

***RECIPIENT PROJECT DIRECTOR -** The recipient staff person responsible for administering the project. This person represents the recipient to the U.S. Department of Education.

EDUCATION PROGRAM CONTACT - The U.S. Department of Education staff person responsible for the programmatic, administrative and businessmanagement concerns of the Department.

EDUCATION PAYMENT CONTACT - The U.S. Department of Education staff person responsible for payments or questions concerning electronic drawdown and financial expenditure reporting.

4. PROJECT TITLE AND CFDA NUMBER - Identifies the Catalog of Federal Domestic Assistance (CFDA) subprogram title and the associated subprogram number.

5.* KEY PERSONNEL - Name, title and percentage (%) of effort the key personnel identified devotes to the project.

6. AWARD PERIODS - Project activities and funding are approved with respect to three different time periods, described below:

BUDGET PERIOD - A specific interval of time for which Federal funds are being provided from a particular fiscal year to fund a recipient's approved activities and budget. The start and end dates of the budget period are shown.

PERFORMANCE PERIOD - The complete length of time the recipient is proposed to be funded to complete approved activities. A performance period may contain one or more budget periods.

***FUTURE BUDGET PERIODS -** The estimated remaining budget periods for multi-year projects and estimated funds the Department proposes it will award the recipient provided substantial progress is made by the recipient in completing approved activities, the Department determines that continuing the project would be in the best interest of the Government, Congress appropriates sufficient funds under the program, and the recipient has submitted a performance report that provides the most current performance information and the status of budget expenditures.

7. AUTHORIZED FUNDING - The dollar figures in this block refer to the Federal funds provided to a recipient during the award periods.

***THIS ACTION -** The amount of funds obligated (added) or de-obligated (subtracted) by this notification.

***BUDGET PERIOD -** The total amount of funds available for use by the grantee during the stated budget period to this date.

***PERFORMANCE PERIOD -** The amount of funds obligated from the start date of the first budget period to this date.

RECIPIENT COST SHARE - The funds, expressed as a percentage, that the recipient is required to contribute to the project, as defined by the program legislation or regulations and/or terms and conditions of the award.

RECIPIENT NON-FEDERAL AMOUNT - The amount of non-federal funds the recipient must contribute to the project as identified in the recipient's application. When non-federal funds are identified by the recipient where a cost share is not a legislation requirement, the recipient will be required to provide the non-federal funds.

8. ADMINISTRATIVE INFORMATION - This information is provided to assist the recipient in completing the approved activities and managing the project in accordance with U.S. Department of Education procedures and regulations.

DUNS/SSN - A unique, identifying number assigned to each recipient for payment purposes. The number is based on either the recipient's assigned number from Dun and Bradstreet or the individual's social security number.

***REGULATIONS -** *REGULATIONS - The parts of the Education Department General Administrative Regulations (EDGAR), specific program regulations (if any), and other titles of the Code of Federal Regulations that govern the award and administration of this grant.

***ATTACHMENTS -** Additional sections of the Grant Award Notification that discuss payment and reporting requirements, explain Department procedures, and add special terms and conditions in addition to those established, and shown as clauses, in Block 10 of the award. Any attachments provided with a notification continue in effect through the project period until modified or rescinded by the Authorizing Official.

9. LEGISLATIVE AND FISCAL DATA - The name of the authorizing legislation for this grant, the CFDA title of the program through which funding is provided, and U.S. Department of Education fiscal information.

FUND CODE, FUNDING YEAR, AWARD YEAR, ORG.CODE, PROJECT CODE, OBJECT CLASS -
The fiscal information recorded by the U.S. Department of Education's Grant Administration and Payment System to track obligations by award.

AMOUNT - The amount of funds provided from a particular appropriation and project code. Some notifications authorize more than one amount from separate appropriations and/or project codes. The total of all amounts in this block equals the amount shown on the line, "THIS ACTION" (See "AUTHORIZED FUNDING" above (Block 7)).

10. TERMS AND CONDITIONS - Requirements of the award that are binding on the recipient.

***AUTHORIZING OFFICIAL -** The U.S. Department of Education official authorized to award Federal funds to the recipient, establish or change the terms and conditions of the award, and authorize modifications to the award

FOR FORMULA AND BLOCK GRANTS ONLY:
(See also Blocks 1, 2, 4, 6, 8, 9 and 10 above)

3. PROJECT STAFF - The U.S. Department of Education staff persons to be contacted for programmatic and payment questions.

7. AUTHORIZED FUNDING

CURRENT AWARD AMOUNT - The amount of funds that are obligated (added) or de-obligated (subtracted) by this action.

PREVIOUS CUMULATIVE AMOUNT - The total amount of funds awarded under the grant before this action.

CUMULATIVE AMOUNT - The total amount of funds awarded under the grant, this action included.

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* This item differs or does not appear on formula and block grants.

UNITED STATES DEPARTMENT OF EDUCATION
OFFICE OF THE CHIEF FINANCIAL OFFICER
& CHIEF INFORMATION OFFICER

Judy Trujillo
University of Wyoming
Student Affairs
1000 East University Avenuee
Department 3355

Laramie, WY 82071 - 2000

SUBJECT: Payee Verification for Grant Award P334S110024 - 14

This is to inform you of the payee for the above listed grant award issued by the United States Department of Education

Grantee DUNS/SSN: 069690956
Grantee Name: UNIVERSITY OF WYOMING

Payee DUNS/SSN: 069690956
Payee Name: UNIVERSITY OF WYOMING

If any of the above information is not correct, please contact a Payee Customer Support Representative at 1-888-336-8930. Please send all the correspondence relating to the payee or bank information changes to the following address:

U.S. Department of Education
550 12th Street, SW
Room 6087
Washington, DC 20202

Attn: Stephanie Barnes
Phone: 202-245-8006

Attachment C

UNIVERSITY OF WYOMING

NON-DISCLOSURE AFFIDAVIT

I, Michael Wade, do solemnly affirm that when given access by the Wyoming Department of Education to the following data for the purposes of completing a study titled GEAR UP Wyoming Grant Evaluation as directed by the Application for Grants Under the Gaining Early Awareness & Readiness for Undergraduate Programs CFDA # 84.334S, Closing Date: July 14, 2011, Grant Dates September 26, 2011 through September 25, 2018 ("GEAR UP Grant")and Memorandum of Understanding Between the University of Wyoming and the Wyoming Department of Education as dated September 26, 2014:

1. Instructional Facilitators for the 2013-14 and 2014-15 grade levels, all grades:
   - Last Name;
   - First Name;
   - District ID;
   - District Name;
   - School ID;
   - School Name;
   - Staff ID;
   - FTE;
   - School Mailing Address;
   - Assignment Low Grade;
   - Assignment High Grade;
   - School Low Grade Served;
   - School High Grade Served; and
   - Regular Salary.

2. Student Demographic Information for grades seven (7) through twelve (12) for school year 2014-2015, including the following data elements:
   - School Year;
   - District Name;
   - District ID;
   - School ID;
   - School Name;
   - Enrolled Grade Level;
   - WISER ID;
   - Last Name;
   - First Name;
   - Middle Name;
   - Birth Date;
   - Ethnicity;

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- Race;
- Homeless;
- Gender;
- F/R L Status;
- ELL (LEP) Status;
- ELL (LEP) Monitoring Status; and
- Individual Education Plan (IEP) Status.

3. Student State Assessment Information for grades seven (7), eight (8) and eleven (11) for school year 2014-2015, including the following data elements:
   - School Year;
   - District ID;
   - District Name;
   - School ID;
   - School Name;
   - WISER ID;
   - Last Name;
   - First Name;
   - Enrolled Grade Level;
   - State Assessment Scale Score (each subject area);
   - State Assessment Performance Level (each subject area);
   - SGP;
   - AGP;
   - Test Type; and
   - Testing Status Code.

4. Student ACT Information for grades eleven (11) and twelve (12) for years 2013-2014 and 2014-2015, including the following data elements:
   - School Year;
   - District ID;
   - District Name;
   - School Name;
   - School ID;
   - WISER ID;
   - Last Name;
   - First Name;
   - Grade Level;
   - ACT English;
   - ACT Reading;
   - ACT Math;
   - ACT Science; and
   - ACT Composite.

5. Student EXPLORE Information for grade nine (9) for school years 2013-2014 and 2014-2015, including the following data elements:
   - School Year;

- School ID;
- School Name;
- District ID;
- District Name;
- WISER ID;
- Last Name;
- First Name;
- Grade Level;
- Explore English;
- Explore Reading;
- Explore Math;
- Explore Science; and
- Explore Composite.

6. Student PLAN Information for grade ten (10) for school years 2013-2014 and 2014-2015, including the following data elements:
   - School Year;
   - School ID;
   - School Name;
   - District ID;
   - District Name;
   - WISER ID;
   - Last Name;
   - First Name;
   - Grade Level;
   - PLAN English;
   - PLAN Reading;
   - PLAN Math;
   - PLAN Science; and
   - PLAN Composite

7. Student FAFSA Information for grade twelve (12) and college freshman for the school year 2014-2015, including the following data elements:

Field Name
Year Indicator
Original Social Security Number
Original Name ID
Transaction Number
Student's Last Name
Student's First Name
Middle Initial
Permanent Mailing Address
Permanent Phone Number
Student's Permanent City
Student's Permanent State

Student's Permanent Zip Code
Student's Date of Birth
High School Name
High School City
High School State
Grade Level in College
Date Application Completed
Transaction Receipt Date
Pell Grant Eligibility Flag
Transaction Processed Date
Reject Reason Codes
Automatic Zero EFC Indicator
Primary EFC
Secondary EFC
Primary EFC Type
Secondary EFC Type
Student is Selected for Verification

8. School directory information for 2014-15, all grades:
   - School ID;
   - School Name;
   - District ID;
   - District Name;
   - NCES School;
   - NCES Agency ID;
   - Low Grade Served;
   - High Grade Served;
   - Mailing Address;
   - Physical Address;
   - Admin Name;
   - Admin Email;
   - Admin Title; and
   - Phone number.

9. School Program participation for 2014-15, all grades:
   - District ID;
   - District Name;
   - School ID;
   - School Name;
   - Count of FRL by Grade;
   - Title I Status;
   - AYP Status; and
   - PLA.
10. Bridges 2013-14, grades 7-12:
   - District Funding Allocations;
   - List of Bridges Teachers; and

- Percent of Students (7-12) who completed summer school.

I shall not:

1. use or reveal any personally identifiable information furnished, acquired, retrieved, or assembled by me or others for any purpose other than that specified in the Data Release Request Memo dated **September 29, 2014** submitted by the UW to the WDE, the Memorandum of Understanding between the WDE and the UW, dated September 26, 2012 and the GEAR UP Grant;

2. conduct the study in a manner or make any release or publication whereby an individual, student and/or parent, could be identified or the data furnished by or related to any particular student and/or parent can be identified;

3. conduct the study, analysis or report in any manner which would violate the provisions of Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, 34 C.F.R. § 99; or

4. permit anyone other than the individuals listed in the Data Release Request Memo dated **September 29, 2014** authored by **Michael Wade**, and Department personnel with a legitimate educational interest to examine the data and analysis and individual reports.

In addition, the provisions of the Data Release Request Memo dated **September 29, 2014** authored by **Michael Wade**, shall apply to the protection and handling of this data and any copies made thereof, this includes specifically, but is not limited to, the language which provides for the destruction or return of the information or data on a date certain.

Signature: _____

Printed Name: Michael Wade

Title: SEO Associate Director

Organization: University of Wyoming

Date: 9/29/14

State of Wyoming)
) S.S.
County of Laramie)

This forgoing NON – DISCLOSURE AFFIDAVIT OF Gear Up Wyoming is hereby acknowledged personally before me by Michael Wade this 29 day of September.

WITNESS my hand and official seal.

_____

My commission expires: September 21, 2015 KMH

KENDRA HAAS - NOTARY PUBLIC
County of Albany
State of Wyoming
My Commission Expires September 21, 2015

Attachment D

UNIVERSITY OF WYOMING

MEMORANDUM
To: Wyoming Department of Education
From: University of Wyoming, GEAR UP Wyoming
Date: September 29, 2014
RE: Data Request and Security Procedures

Gaining Early Awareness & Readiness for Undergraduate Programs ("GEAR UP") Wyoming is an educational program administered by the University of Wyoming ("UW") in partnership with the Wyoming Department of Education ("WDE"). The terms of this program and the roles and responsibilities of UW and the WDE are memorialized in a Memorandum of Understanding (MOU) between the UW, Student Educational Opportunity Office (SEO), Department 3808, Room 330, Knight Hall, 1000 East University Avenue, Laramie, Wyoming 82071, and the WDE, 2300 Capitol Avenue, Hathaway Building, 2nd Floor. Cheyenne, Wyoming 82002-0050. In general, the purpose of the educational program termed GEAR UP is the following:

- Increase the academic preparation and performance level of low-income students for postsecondary education;
- Increase high school graduation rates of low-income students;
- Increase the postsecondary education, enrollment, and graduation rates of low income students; and,
- Increase the knowledge of postsecondary preparation and financing of GEAR UP Students and families.

In order for the University of Wyoming ("UW") to fulfill the tasks specified in the Memorandum of Understanding between the Wyoming Department of Education ("WDE"') and UW, dated September 26, 2014 and the Application for Grants Under the Gaining Early Awareness & Readiness for Undergraduate Programs CFDA # 84.334S, Closing Date: July 14, 2011. Grant Dates September 26, 2011 through September 25, 2018 ("GEAR UP Grant"). UW will need to be given access to certain data from the WDE. In addition, the UW has executed a contract with Education Northwest, an external research and evaluation firm, to serve as a subcontractor and assist in the evaluation and analysis necessary to comply with the terms of the Grant awarded to the UW. The UW will be responsible for ensuring that Education Northwest complies with the terms of the Family Educational and Privacy Act ("EERPA"), 20 L.S.C. 1232g, 34 C.F.R. § 99 and that all security and destruction requirements are adhered to in its use of the data obtained from the WDE.

The purpose of this memo is to; 1) clearly specify what data is needed, when, and for what purpose; b) describe how the data will be utilized, analyzed, and reported; c) describe all individuals who will be requesting and handling the data; and d) provide a detailed overview of all security procedures that will be used in the handling of such data.

UNIVERSITY OF WYOMING

Types of data being requested fall into ten (10) categories[1]:

- Data Request #1: Instructional Facilitators for all grades, for school years 2013-14 and 2014-15.
- Data Request #2: Student Demographic Information for grades seven (7) through twelve (12) for school year 2014 – 2015.
- Data Request #3: Student State Assessment Information for grades seven (7), eight (8) and eleven (11) for school year 2014-2015.
- Data Request #4: Student ACT Information for grades eleven (11) and twelve (12) for school years 2013-14 and 2014- 2015.
- Data Request #5: Student EXPLORE Information for grade nine (9) for school years 2013-14 and 2014 - 2015.
- Data Request #6: Student PLAN Information for grade ten (10) for school years 2013-14 and 2014-2015.
- Data Request #7: Student FAFSA Information for grade twelve (12) and college freshmen for school year 2014-2015.
- Data Request #8: School directory information for all grades for school year 2014-15.
- Data Request #9: School program participation for all grades for school year 2014-15.
- Data Request #10: Bridges for grades 7-12 for school year 2013-14.

1 Separate spreadsheet, titled GUWY Data Memo Request Attachment A, is hereby incorporated in this Request Memo that shows the specific data elements that are requested within each of the data requests as outlined in Subjection I.

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Table 1 provides an overview of: 1) what data will be requested, when and why; 2) how data will be transmitted, utilized and analyzed, and 3) how data will be presented and reported. Table 1 is followed by a description of which individuals will be responsible for requesting and handling data as well as an overview of data security procedures to be employed by all authorized individuals having access to the data.

Table 1

Data being released	Estimated date for data request	Medium of release	Reason for request	How data will be analyzed	How data will be reported
Data Request #1	September 1, 2014 and September 1, 2015	WDE EXCEL Spreadsheet uploaded to the GEAR UP Wyoming account in Wyoming Transcript Center	To meet requirements of GU Grant Application 2011 (funded) to provide quantitative evaluation measures of student achievement criteria	The data will be utilized to document WDE in-kind match.	Data will be used internally to document in-kind match.
Data Request #2	January 5, 2015	WDE EXCEL Spreadsheet uploaded to the GEAR UP Wyoming account in Wyoming Transcript Center	To meet requirements of GU Grant Application 2011 (funded) to provide quantitative evaluation measures of student achievement criteria	Student demographic information will be presented in the evaluation report and will also be used as controlling variables (such as gender and grade level) to describe student outcomes	Data will be presented in an aggregated from and no individual students will be identified in the report
Data Request #3	August 15, 2015	WDE EXCEL Spreadsheet uploaded to the GEAR UP Wyoming account in Wyoming Transcript Center	To meet requirements of GU Grant Application 2011 (funded) to provide quantitative evaluation measures of student achievement criteria	The data will be presented as student outcomes.	Data will be presented in an aggregated from and no individual students will be identified in the report
Data	August 15, 2015	WDE EXCEL	To meet	The data will be	Data will be

UNIVERSITY OF WYOMING

Request #4		Spreadsheet uploaded to the GEAR UP Wyoming account in Wyoming Transcript Center	requirements of GU Grant Application 2011 (funded) to provide quantitative evaluation measures of student achievement criteria	presented as student outcomes.	presented in an aggregated from and no individual students will be identified in the report
Data Request #5	August 15, 2015	WDE EXCEL Spreadsheet uploaded to the GEAR UP Wyoming account in Wyoming Transcript Center	To meet requirements of GU Grant Application 2011 (funded) to provide quantitative evaluation measures of student achievement criteria	The data will be presented as student outcomes.	Data will be presented in an aggregated from and no individual students will be identified in the report
Data Request #6	August 15, 2015	WDE EXCEL Spreadsheet uploaded to the GEAR UP Wyoming account in Wyoming Transcript Center	To meet requirements of GU Grant Application 2011 (funded) to provide quantitative evaluation measures of student achievement criteria	The data will be presented as student outcomes.	Data will be presented in an aggregated from and no individual students will be identified in the report
Data Request #7	April 1, 2015	WDE EXCEL Spreadsheet uploaded to the GEAR UP Wyoming account in Wyoming Transcript Center	To meet requirements of GU Grant Application 2011 (funded) to provide quantitative evaluation measures of student achievement criteria	The data will be presented as student outcomes.	Data will be presented in an aggregated from and no individual students will be identified in the report
Data Request #8	October 15, 2014	WDE EXCEL Spreadsheet uploaded to the GEAR UP Wyoming account in Wyoming Transcript Center	To meet requirements of GU Grant Application 2011 (funded) to provide quantitative evaluation measures of student achievement criteria	The data will be used to inform school personnel of GU-sponsored professional development events.	Data will be used internally.
Data Request #9	January 5, 2015	WDE EXCEL Spreadsheet	To meet requirements of GU	The data will be utilized to document WDE in-	Data will be used internally to

		uploaded to the GEAR UP Wyoming account in Wyoming Transcript Center	Grant Application 2011 (funded) to provide quantitative evaluation measures of student achievement criteria	kind match.	document in-kind match.
Data Request #10	November 15, 2014	WDE EXCEL Spreadsheet uploaded to the GEAR UP Wyoming account in Wyoming Transcript Center	To meet requirements of GU Grant Application 2011 (funded) to provide quantitative evaluation measures of student achievement criteria	The data will be utilized to document WDE in-kind match.	Data will be used internally to document in-kind match.

I. Individuals Responsible for Handling Data:

- Officials Requesting the data: Michael Wade has initiated all data requests to the Wyoming Department of Education.
- Authority to Bind the Organization: Michael Wade, GEAR UP Wyoming Grant Director has the authority to bind GEAR UP Wyoming, University of Wyoming to any agreement signed herein.
- In Charge of Day-to-Day Operations: Michael Wade will delegate the day-to-day operations to the GEAR UP Wyoming subcontractor, Education Northwest.
- Staff Conducting Analysis on Data: The analysis and reporting of evaluation results will be subcontractor officials at Education Northwest, Portland, Oregon.

II. Security Plan for the Use of Data:

The University of Wyoming and any subcontractor working on its behalf will employ the following security procedures when handling data:

- Use the data shared as a result of this request and the accompanying Non-Disclosure Affidavit for no purpose other than as outlined herein and in the MOU between the UW and the WDE, dated September 26, 2013 and the GEAR UP Grant. The UW GEAR UP Wyoming officials further agree not to share data received with any other entity without the prior written approval of the WDE.
- Maintain all data obtained pursuant to this request and the accompanying Non-Disclosure Affidavit in a secure computer environment and not copy, reproduce or transmit data obtained

UNIVERSITY OF WYOMING

pursuant to this request except as necessary to fulfill the purposes as outlined in the MOU between the UW and the WDE, dated September 26, 2013 and the GEAR UP Grant.

- Ensure that transmission or transfer data is done via secured methods by and between the educational agencies, other institutions authorized to provide data for purposes of this project, the UW and the WDE for purposes of fulfilling the projects as outlined in the MOU between the UW and the WDE, dated September 26, 2013 and the GEAR UP Grant. This includes: password protecting data files with confidential information if being sent electronically and providing password in a separate communication; and burning password-protected files onto a CD-ROM/DVD/other storage device and shipping via a carrier that tracks their shipments (e.g. FedEx, UPS) and providing tracking information

- Not disclose any data obtained as a result of this request in a manner that could identify an individual student, except as authorized by FERPA, to any other entity. The UW may report information obtained as authorized by the WDE, but specifically agrees to abide by the "small numbers" policy of excluding all data items that include any group of students less than ten (10), and to report data only in aggregate form only with no identifying information.

- Not provide any data obtained as a result of this request to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity by virtue of a finding under Section 99.31(6)(iii) of Title 34, Code of Federal Regulations.

- Destroy all data obtained as a result of this request when it is no longer needed for the purposes for which it was obtained or upon request by the WDE. Nothing in this request authorizes the UW to maintain data beyond the time reasonably needed to complete the purpose of the request. All data shall be destroyed or returned to the WDE in compliance with 34 C.F.R. Section 99/35(b)(2) no later than September 25, 2018 in accordance with the provisions of the MOU between the UW and the WDE, unless written permission is obtained from the WDE and the purpose of the study continues.

Recommended by Michael Wade, Interim GEAR UP Wyoming Grant Manager

Signature: _____ Date: _____
Wyoming Department of Education

_____
Print Name

Signature: _____ Date: 9/29/14
University of Wyoming

Michael Wade
Print Name

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