

Contract # 8800003286

Agreement
Between
THE COLLABORATIVE CENTER FOR LITERACY DEVELOPMENT
and
Kentucky Educational Development Corporation
KRP4RTA 2018-2019

This agreement, entered into on May 1, 2018 by and between the University of Kentucky for the Collaborative Center for Literacy Development, a non-profit Corporation existing under the laws of the Commonwealth of Kentucky (herein referred to as CCLD) and University (herein referred to as Second Party), is for the performance of certain work/services and reimbursement of allowable costs.

BACKGROUND

The CCLD was created by the Kentucky General Assembly in 1998 through Senate Bill 186 (KRS 164.0207). The CCLD operates administratively within the College of Education at the University of Kentucky. The purpose of CCLD is to provide quality professional development, resources and research in the area of literacy. The purpose of this document is to set out the terms and conditions of the agreement with the Second Party for implementation of the Kentucky Reading Project.

Therefore, the parties agree as follows:

ARTICLES

ARTICLE I - Scope of Work

The Second Party agrees to perform the following work:

- Implement the Kentucky Reading Project for Read to Achieve Classroom Teachers (KRP4RTA), a yearlong professional development initiative centered on designated, research-based core literacy concepts and best practices. KRP consists of a summer institute and follow-up sessions totaling a minimum of 40 hours
- Provide KRP4RTA to one teacher from each of the RTA grant-awarded elementary schools within the University's service region (possible modified depending on the statewide geographic distribution of RTA schools)
- Gather research data from each Kentucky Reading Project participant including surveys and reflection papers
- Conduct and document at least two follow-up group meetings with all the enrolled KRP4RTA classroom teacher participants in the cohort (preferably one in Fall 2018 and one in Winter 2019)
- Attend the Kentucky Literacy Share Fair in the Spring 2019 with said teachers
- Attend Kentucky Reading Project planning meetings

ARTICLE II - Period of Performance

The term of this agreement shall extend from May 1, 2018 through June 30, 2019. Second Party shall notify CCLD, as soon as possible, of any reason that might contribute to the failure to perform within the specified term even if such reason is beyond the control and without fault or negligence of the Second Party. The performance period may be modified by mutual agreement of the parties.

ARTICLE III - Financial Consideration and Records

1. The total compensation to be paid for Second Party's activities will not exceed \$36,870.03. (See attached budget.) Any unused funds will be returned to CCLD at the end of the grant year, 06/30/19.
2. Second Party shall maintain specified financial records incident to the performance of this agreement. Second Party shall allow CCLD and the University of Kentucky access to any books, documents, papers and records of the Second Party directly pertinent to this project for the purpose of performing an audit.
3. Second Party shall submit a final budget report by 05/01/19 and an addendum documenting any April-June expenses by 06/30/19. All expenses must be corroborated by the Second Party's Grants Accounting Office in a letter or email by 7/30/19.

ARTICLE IV - Designated Representatives

For CCLD: Executive Director
Name: Dr. George G. Hruby
Collaborative Center for Literacy Development
University of Kentucky
120 Quinton Court, Suite 200
Lexington, KY 40509
Phone: (859) 257-8220
Fax: (859) 323-2824

For CCLD: Administrative Representative
Name: Paul Brown
Collaborative Center for Literacy Development
University of Kentucky
120 Quinton Court, Suite 200
Lexington, KY 40509
Phone: (859) 257-6734
Fax: (859) 323-2824

For Second Party: Principal Investigator
Name: Dr. Rebecca Roach
Organization: KEDC
Address: 904 Rose Road
Ashland, KY 41102
Phone: (606) 928-0205
Fax: (859) 252-8187

For Second Party: Administrative Representative
Name: Clabe Slone
Organization: KEDC
Address: 904 Rose Road
Ashland, KY 41102
Phone: (606) 928-0205
Fax: (859) 252-8187

ARTICLE V - Invoices

The Second Party's fee shall be original invoice for the budget amount requested, signed by the Administrative Representative of the university.

ARTICLE VI - Assignments and Subcontracts

Neither performance nor payment involving the whole or any part of this agreement as described under Article I may be assigned, subcontracted, transferred, or otherwise given or imposed on any other party by Second Party without the prior written consent of CCLD.

ARTICLE VII - Changes and Prior Approval

Second Party is responsible for both notifying CCLD and obtaining prior written approval of CCLD with respect to any changes and conditions that alter the terms of this agreement.

ARTICLE VIII - Insurance

Second Party shall be solely responsible for any and all third party liability that might be incurred in the performance of this agreement. Therefore, Second Party shall maintain sufficient insurance coverage for Public Liability, Property Damage, Employer's Liability and Compensation Insurance and Motor Vehicle Liability (Personal Injury and Property Damage).

ARTICLE IX - Suspension

CCLD reserves the right to suspend this agreement at any time by electronic or telephone notice to Second Party followed by written notice within 10 days of the initial notice. Second Party will immediately stop performance and will not perform under this agreement until receiving a resume performance notice from CCLD followed by written notice within 10 days. CCLD will provide Second Party with the reason(s) for suspension and indicate if any remedies are available to Second Party. If CCLD and Second Party mutually agree the reason(s) for the suspension have been remedied, CCLD will issue a resume performance notice to Second Party. Second Party will not be reimbursed or paid for any charges during the suspension period.

ARTICLE X - Termination

CCLD reserves the right to terminate this agreement at any time by giving Second Party written notice at least 30 days prior to the effective date of termination. The Second Party may submit a written request to CCLD for termination at least 30 days prior to the start of the summer institute.

In the event of default, either by Second Party's failure to substantially perform its obligations, Second Party's violation of other material terms of this agreement, or CCLD's termination of work by CCLD, then performance by the Second Party under this agreement may be terminated by CCLD at any time by giving written notice to the Second Party. Should performance be so terminated, the Second Party shall be paid for its reasonable costs and commitments to the date of termination, but only to the extent that such costs and commitments are reimbursable to CCLD under the terms of CCLD's Award. Payment shall be made upon submission to CCLD of a final invoice covering the aforementioned performance and submission of any and all results achieved to the time of termination and acceptance thereof by CCLD.

Upon successful completion of the contract, any unencumbered funds must be returned to CCLD with the submission of the final budget, unless Second Party is authorized by CCLD to roll said funds over into the succeeding year's budget.

ARTICLE XI - Certifications

By accepting this agreement, Second Party certifies compliance with the following, if applicable:

1. Non-Discrimination

Second Party certifies that it complies with all federal statutes relating to non-discrimination. These include but are not limited to:

- E.O. 11246 "Equal Employment Opportunity," as amended by E.O. 11375 "Amending Executive Order 11246 Relating to Equal Employment Opportunity"
- Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination based on race, color, or national origin;
- Rehabilitation Act of 1973 which prohibits discrimination based on physical and mental handicap;
- Title IX of the Educational Amendments of 1972 which prohibits discrimination based on sex; and
- Age Discrimination Act of 1975 which prohibits unreasonable discrimination based on age.

2. Audit Requirements


Second Party shall maintain specified financial records incident to the performance of this agreement. Second Party shall allow CCLD and the University of Kentucky access to any books, documents, papers and records of the Second Party which are directly pertinent to this project for the purpose of performing an audit.

ARTICLE XII - Entire Agreement

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

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

COLLABORATIVE CENTER FOR LITERACY DEVELOPMENT

 5/16/18
CCLD Executive Director Date

SECOND PARTY

Nancy J. Hutchinson CEO 5/16/18
Name Title Date

61-0659010 IRS Employer Identification Number