

CONSULTING SERVICES AGREEMENT

This agreement is entered into by and between Kentucky Valley Educational Cooperative (KEDC), 412 Roy Campbell Drive, Hazard, Kentucky 41701 and REACH Evaluation, a division of REACH¹ of Louisville, Inc. (REACH), 501 Park Avenue, Louisville, Kentucky 40208 for a period of **November 1, 2020 through September 30, 2021**. This agreement incorporates the following attachment: **Kentucky School Climate Transformation Project** Evaluation Activities: Scope of Work (hereinafter “Attachment A”).

KEDC and REACH agree to the following:

1. **Scope of Services.** REACH will provide KEDC with the following services:

REACH will conduct an independent evaluation of the **Kentucky School Climate Transformation (SCT) project** awarded to the Kentucky Department of Education by U.S. Department of Education.). The evaluation will include tools to facilitate the timely and efficient collection and reporting of information. The protocols will capture the necessary information using administrative monitoring/tracking forms and a web-based customized reporting system.

The SCT grant is a 5-year project funded by the U.S. HHS and SAMHSA. Project activities will increase student access to behavioral health services through improved coordination of state and local resources, and will train school personnel and other adults who interact with youth to detect and respond to mental health needs, including how to encourage adolescents and their families to seek and obtain treatment.

2. **Fees.** KEDC will be invoiced based on services provided by REACH as set forth in Paragraph 1 above and outlined in Attachment A. Such services will be billed as deliverables as set forth in Attachment A, with total fees not to exceed \$65,000.
3. **Relationship of the Parties.** The parties acknowledge and agree that in the performance of the services, REACH is acting as an independent contractor. Nothing in this Agreement shall be construed or deemed to create any joint venture, joint employer, partnership, agency, employer-employee, or other relationship between the parties. This agreement shall not be deemed an employment agreement. Consultant and its personnel will not be entitled to any employee benefits or other compensation from KEDC as a result of REACH’s engagement hereunder.
4. **Responsibilities.** REACH is responsible for technical assistance services outlined in Attachment A as defined by providing presentations, facilitating conversations, reviewing developed materials and providing feedback to participants. REACH is not responsible for the costs or work related to hosting trainings or events outlined in Attachment A, including but not limited to booking training sites, contacting districts, providing food or internet access for participants, booking travel or lodging for participants, printing and distribution of materials.
5. **Modifying the Agreement.** KEDC and REACH may modify this Agreement at any time as long as they mutually agree to such modification. Such modifications shall be in writing, signed by both parties and made part of this Agreement.

¹ REACH (acronym for legal name of Resources for Education, Adaptation, Change and Health, Inc.)

6. **Termination.** The Agreement may be terminated by either party upon thirty days (30) prior written notice to the other party unless the termination of the Agreement is mutually agreed upon, in which case no notice is required.
7. **Invoices and Payments.** REACH will submit invoices to KEDC on a deliverable basis outlined in Attachment A. Each invoice shall outline work performed and completed deliverables. KEDC agrees to pay REACH within 30 days of the date the invoice is submitted.
8. **Tax Obligation.** REACH is responsible for payments and withholding of any federal, state, or local tax obligations incurred as a result of work performed pursuant to Attachment A. KEDC will not withhold any employment taxes from its payments to REACH under this Agreement, but will report the amounts it pays to REACH on IRS Form 1099.
9. **Subcontracting.** REACH has the right to subcontract any and all work in Attachment A necessary in their view to meet the deliverables in Attachment A.
10. **Proprietary Information.** All materials related to the Literacy Design Collaborative can be used freely by both KEDC and REACH. KEDC agrees not to sell, distribute or disseminate proprietary materials or information related to REACH.
11. **Indemnification.** KEDC will defend, indemnify and hold REACH harmless from all claims, costs, losses or liabilities resulting from REACH's failure to fulfill the obligations under this Agreement, including attorney's fees incurred in responding to or defending against the claims or causes of action asserted by third parties
12. **Limited Liability.** Neither party to this agreement shall be liable for the other's lost profits or special, incidental, or consequential damages, whether in an action in contract or tort, even if the party has been advised by the other party of the possibility of such damages.
13. **Enforceability.** If any provisions of this agreement are held to be invalid or unenforceable to any extent, this Agreement shall continue in full force and effect and such provision shall be amended to the least extent necessary to conform to accomplish the parties' intentions.
14. **Exclusive Agreement.** This agreement is the parties' exclusive and complete understanding and agreement. This Agreement may be amended only by a subsequent written instrument signed by both parties.

<p>Kentucky Educational Development Corporation</p> <p>Signature: <u>Tammy Vonderheide</u></p> <p>Name (print): <u>Tammy Vonderheide</u></p> <p>Title (print): <u>CFO</u></p> <p>Date: <u>11/5/20</u></p>	<p>REACH of Louisville, Inc.</p> <p>Signature: <u>Margaret A. Pennington</u></p> <p>Name (print): Margaret A. Pennington</p> <p>Title (print): Director of Planning and Evaluation Services</p> <p>Date: October 29, 2020</p>
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**Attachment A. Kentucky School Climate Transformation Project.
Evaluation and Technical Assistance Scope of Work
REACH Evaluation**

The evaluation will include tools to facilitate the timely and efficient collection (and reporting) of information. The protocols will capture the necessary information using administrative monitoring/tracking forms and a web-based, customized reporting system.

Kentucky School Climate Transformation Project. In-State Evaluation Activities	Projected Cost
Serve as lead in-state evaluator for School Climate Transformation (SCT) Grant, and as liaison to Federal evaluation consultants as needed. (est. 4 days)	\$3200
Create/refine/update evaluation plan to address complementary activities within the SCT project and any changes to project as needed; includes engagement of SEA project coordinator and staff for input and review. (est. 7 days)	\$5600
Research, review, create data collection instruments for use in surveying students and, as needed, other partners associated with the improvement of school climate and the adoption and credible implementation of a culturally responsive and trauma informed Multi-Tiered Behavioral Framework. (est. 12 days)	\$9600
Extract and analyze data for federal and state reporting purposes and for data-driven decision making. Includes data from pre/post training surveys, training logs, Readiness checklists, Tiered Fidelity Inventories, Infinite Campus, and project specific surveys and interviews. (est. 9 days)	\$7200
Modify web-based system to accommodate needs of SCT grant and train new users of web-based system to assure accuracy and ease of data entry. (est. 12 days)	\$9600
Conduct qualitative interviews (focus groups and key informant interviews), and an analysis and reporting of findings. (est. 15 days)	\$12,000
Draft and prepare in final form an Annual Evaluation Report and other reports/presentations to KDE and State Management Team. (est. 14.25 days)	\$11,400
Participate in meetings, webinars and other conferencing formats, including State Management Team, core leadership team, site visits, phone calls with Federal project officer and consultants, and national project meetings, as appropriate. (est. 8 days)	\$6400
Total	\$65,000

The costs are based on a rate of \$800 per day or \$100 per hour. The distribution of costs among the tasks is approximate and will be adjusted to address the needs of the project and the Project Director. This budget includes all the expenses associated with these activities, including in-state travel. No overhead or indirect costs are included in the proposal.