



Commonwealth of Kentucky

CONTRACT

DOC ID NUMBER:

PON2 540 2000001157

Version: 1

Record Date:

Document Description: School Climate Transformation Evaluation

Cited Authority: FAP111-44-00NP

Memorandum of Agreement - Non Profit 501 (c) 3

Reason for Modification:

Issuer Contact:

Name: Dru Hawkins
Phone: 502-564-1980
E-mail: Dru.Hawkins@education.ky.gov

 01/15/20
KEDC Board Chairperson Date

Vendor Name:
KENTUCKY EDUCATIONAL DEVELOPMENT
CORPORATION

904 W ROSE RD

ASHLAND KY 41102

Vendor No. KY0022238**Vendor Contact**

Name: NO CONTACT IDENTIFIED
Phone: 606-928-0205
Email:

Effective From: 2020-01-20**Effective To:** 2020-09-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		School Climate Transformation Evaluation	\$0.000000	\$70,200.00	\$70,200.00

Extended Description:

Contract Period: January 20, 2020 - September 30, 2020

Accounting Template: E78789 PR Award #S184F180013 CFDA# 84.184F Pass Through #3850001-19

Scope of Services: The vendor will oversee and conduct all components of the KDE School Climate Transformation project 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.

Method of Payment: Cost reimbursement based on detailed invoices quarterly consistent with the approved budget and the Kentucky Department of Education Vendor Expense Report. A final invoice MUST be submitted within 60 days of the contract expiration date.

Shipping Information:

KDE - Division of Financial Management
300 Sower Blvd, 5th Floor, CSW

Frankfort KY 40601

Billing Information:

KDE - Division of Financial Management
300 Sower Blvd, 5th Floor, CSW

Frankfort KY 40601

	<i>Document Description</i>	<i>Page 3</i>
2000001157	<i>School Climate Transformation Evaluation</i>	

Memorandum of Agreement Terms and Conditions
Revised December 2019

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Kentucky Department of Education (“the Commonwealth”) and Kentucky Education Development Corporation (“the Contractor”) to establish an agreement for School Climate Transformation project evaluation 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 initial MOA is effective from January 20, 2020 to September 30, 2020.

Scope of Services: The vendor will oversee and conduct all components of the Kentucky Department of Education (KDE) School Climate Transformation project 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.

Goals and Deliverables:

- *Serve as lead in-state evaluator for the School Climate Transformation (SCT) grant, and as liaison to Federal SCT evaluation consultants.
- *Create/refine/update evaluation plan to address complementary activities within the Advancing Wellness and Resiliency in Education (AWARE) 2.0 project and any changes to project as needed; includes engagement of SEA project coordinator and staff for input and review.
- *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.
- *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.
- *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.
- *Conduct qualitative interviews (focus groups and key informant interviews), and an analysis and reporting of findings.
- *Draft and prepare in final form an Annual Evaluation Report and other reports/presentations to KDE and State Leadership Team.
- *Participate in meetings, webinars and other conferencing formats, including State Leadership

	<i>Document Description</i>	<i>Page 5</i>
2000001157	<i>School Climate Transformation Evaluation</i>	

*Draft and prepare in final form an Annual Evaluation Report and other reports/presentations to KDE and State Leadership Team. \$11,400

*Participate in meetings, webinars and other conferencing formats, including State Leadership Team, core leadership team, site visits, phone calls with Federal project officer and consultants, and national project meetings, as appropriate. \$6,400

Applicable for federal funds: Section 75.563 of EDGAR states indirect cost is limited to 8% or grants programs that has a statutory requirement contain supplement-not-supplant provisions or the grantee shall use a restricted indirect cost rate computed under 34 CFR 76.564 through 76.569.

Cost reimbursement based on detailed invoices consistent with the approved budget and the Kentucky Department of Education Vendor Expense Report. A final invoice MUST be submitted within 60 days of the contract expiration date.

Remit all invoices, bills, or requests for payment to: Dru Hawkins, Division of Budgets and Financial Management, Kentucky Department of Education, 300 Sower Boulevard – 5th Floor, Frankfort, KY 40601, or email to dru.hawkins@education.ky.gov.

KENTUCKY DEPARTMENT OF EDUCATION TERMS AND CONDITIONS

Cancellation:

The state agency shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

The Contractor shall also have the right to terminate the contract at any time not to exceed thirty (30) days' written notice served on the state agency by registered or certified mail.

Choice of Law and Forum

The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction, and performance of this agreement or any of its terms.

Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky.

Requirements for Reporting to Kentucky Teachers Retirement System:

Please note that, if contractor is a current retiree of the Kentucky Teachers Retirement System (KTRS), or proposes to use a current or potential retiree of KTRS to perform any work under any contract, this may have an adverse impact upon retirement benefits for that retiree. This would occur, regardless of whether a contract is awarded to the individual directly, or to another legal

	<i>Document Description</i>	<i>Page 7</i>
2000001157	<i>School Climate Transformation Evaluation</i>	

Memorandum of Agreement Standard Terms and Conditions Revised December 2019

1.00 Effective Date:

All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

2.00 EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

3.00 Cancellation clause:

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

4.00 Funding Out Provision:

The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

5.00 Reduction in Contract Worker Hours:

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction

	<i>Document Description</i>	<i>Page 9</i>
2000001157	<i>School Climate Transformation Evaluation</i>	

_____ The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

_____ The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s) , which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

8.00 Discrimination:

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/ she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

	<i>Document Description</i>	<i>Page 11</i>
2000001157	<i>School Climate Transformation Evaluation</i>	

Approvals

This agreement is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this agreement and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

1st Party:

_____ Signature	_____ Director, Div. of Budgets & Financial Management Title
_____ Charles L. Harman, III Printed Name	_____ Date

2nd Party:

_____ Signature	_____ CEO Title
_____ Nancy Hutchinson Printed Name	_____ 01/15/20 Date

Other Party:

_____ Signature	_____ Title
_____ Printed Name	_____ Date

Approved as to form and legality:

Approved in eMARS
Kentucky Department of Education Attorney

Applicable for federal funds:

DUNS# _____

Include Data Universal Numbering System (DUNS) identifier number if the amount of Federal funds awarded to the Second Party is \$25,000 or more. (See Federal Funding Accountability and Transparency Act Compliance section)

SAMS CAGE Code _____

Must be registered in the [System for Award Management](#) system.