

CONSULTING SERVICES AGREEMENT

School Climate Transformation Grant

This agreement is entered into by and between Kentucky Educational Development Corporation, KEDC, 904 Rose Road, Ashland, KY 41102 and REACH Evaluation, a division of REACH¹ of Louisville, Inc. (REACH), 501 Park Avenue, Louisville, Kentucky 40208 for a period of **October 1, 2021, through September 30, 2022**. 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.

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

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.
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.

Kentucky Educational Development Corporation	REACH of Louisville, Inc.
Signature: _____	Signature: <i>Margaret A. Pennington</i>
Name (print): _____	Name (print): Margaret A. Pennington
Title (print): _____	Title (print): Director of Planning and Evaluation Services
Date: _____	Date: November 19, 2021