STITES & HARBISON PLLC

ATTORNEYS

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June 8, 2012

Mark R. Overstreet (502) 209-1219 (502) 223-4387 FAX moverstreet@stites.com

HAND DELIVERED

Jeff R. Derouen Executive Director Public Service Commission 211 Sower Boulevard P.O. Box 615 Frankfort, KY 40602-0615

RECEIVED

JUN 08 2012

PUBLIC SERVICE COMMISSION

Dear Mr. Derouen:

RE:

Enclosed please find a copy of the March 26, 2012 contract between Kentucky Power Company and National Energy Education Development Project, Inc. The contract is being filed in conformity with the May 30, 2012 Order of the Commission in the above proceeding.

Please do not hesitate to contact me if you have any questions

Very truly yours, STITES & HARBISON, PLLC Mark R. Overstreet

MRO

cc: Jennifer Black Hans (with enclosure)

Case No. 2012-00051

RECEIVED

JUN 08 2012

SERVICE AGREEMENT NO. 02555119X110

PUBLIC SERVICE COMMISSION

This Service Agreement No. 02555119X110 (the "Agreement") by and between Kentucky Power Company, a Kentucky corporation, with its principal place of business at of 1 Riverside Plaza, Columbus, Ohio 43215("Owner" or "KPCo"), and National Energy Education Development Project, Inc., having an address of 8408 Kao Circle, Manassas, Virginia 20110 ("Contractor" or "NEED"), is executed to be effective this 26th day of March, 2012 (the "Effective Date"). (KPCo and Contractor may be referred to herein individually as a "Party" or collectively as "Parties".)

1. Description of Services

Subject to the terms and conditions hereof, Contractor shall furnish all labor, equipment, materials, and supervision to implement an energy education program at participating middle schools in the KPCo service area ("Services") as detailed in the attached Scope of Work in <u>Exhibit B</u>. KPCo will supply compact fluorescent lamps (CFLs) to NEED for distribution to participating students.

2. Incorporation and Priority

Contractor and KPCo agree that Services will be performed in accordance with the following documents which are attached hereto, incorporated herein and which will, in the event of a conflict, apply in the following order of priority:

- a. any amendments to this Service Agreement;
- b. this Service Agreement;
- c. AEP Service Agreement General Terms and Conditions dated 06/30/04, designated as Exhibit A; and
- d. Statement of Work (v3/2/12), designated as Exhibit B.

3. Term

The term of the Agreement shall commence on the Effective Date and shall remain in full force and effect until December 31, 2014, unless terminated earlier in accordance with the terms of this Agreement.

4. Pricing and Payment Terms

Payment for Services shall be in accordance with the Scope of Work, attached hereto as <u>Exhibit B</u>. Contractor shall provide an invoice within thirty (30) days of completion of Services, and payment shall be made within thirty (30) days of receipt of invoice from Contractor.

5. Invoices

Each invoice shall include the following information:

- a. unique invoice number;
- b. Agreement number 02555119X110;
- c. detailed line item description of the services; and
- d. total amount of the invoice.

Contractor shall mail invoices to:

AEP Accounts Payable PO Box 2400 Canton, Ohio 44701-4400 Attn: Scott Bishop

Or email to invoices@aep.com, Attn: Scott Bishop

6. Notices and Operation Contacts.

The representatives of the Parties for receipt of notices are:

Name	Role	Email	Phone	Address
Jennifer Downey	KPCo Contract Analyst	jldowney@aep.com	614.716.6779	1 Riverside Plaza, Fl. 09 Columbus, Ohio 43215
Scott Bishop	KPCo Representative	sebishop@aep.com	606.929.1694	12333 Kevin Ave., Ashland, KY 41102
Mary Spruill	NEED project rep	mspruill@need.org	703.257.1117	8408 Kao Circle, Manassas, VA 20110

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized on the dates set forth below to be effective as of the Effective Date.

Kentucky Power Company

Edgor Y Th

Edgar J. Clayton Mgr. Energy Efficiency & Consumer Programs

5/2/12

Date

National Energy Education Development Project

Mary Spruill/ (Title:

Date

EXHIBIT A

SERVICE AGREEMENT GENERAL TERMS AND CONDITIONS - Exhibit A

The following terms and conditions shall apply to the Service Agreement ("Agreement").

- Definitions. "Work" means all of Contractor's obligations under the Agreement. "Owner" means one or more of the companies of the American Electric Power System identified in the Agreement.
- 2. Priority. 'The Agreement consists of the following documents, listed in their order of priority in the event of a conflict: any amendment to the Agreement; the Agreement Form; these Terms and Conditions; and any exhibit(s), schedule(s), or proposal(s) incorporated into the Agreement. Additional or different terms contained in Contractor's proposal or Contractor's acceptance shall not become a part of the Agreement unless expressly agreed to in writing and signed by Owner.
- Schedule. The scheduled completion dates must be met. Contractor shall notify Owner within 24 hours of the first knowledge that any completion date(s) will not be met. Contractor shall be liable for any direct damages incurred by Owner arising out of Contractor's failure to perform on time.
- 4. Inspection and Acceptance. Owner shall have free access to the Work for inspection purposes. Owner's inspection or acceptance of the Work shall not relieve Contractor of its obligation to comply with the terms of the Agreement. Owner may reject non-conforming Work at any time and Contractor shall correct such non-conformity at Contractor's expense. Any part of the Work not rejected by Owner following final inspection shall be deemed accepted. Title to the Work shall pass to Owner upon completion and acceptance.
- 5. Borrowing of Tools and Equipment. If Contractor borrows tools, vehicles, materials or equipment ("equipment") of Owner, Contractor (a) agrees that Owner has provided the equipment AS IS, with no representation or warranties; (b) assumes full responsibility for the protection of the borrowed equipment; (c) assumes all liability for injuries or damages resulting from the use of the borrowed equipment; and (d) agrees to return the borrowed equipment to Owner in the same condition as when it was borrowed, or, if repairs are necessary, to cause such repairs to be performed at Contractor's expense before the equipment is returned to Owner. Owner has no obligation to lend equipment to Contractor.
- Other Obligations. Contractor shall assign qualified and competent 6 supervision and personnel to perform the Work. Key personnel shall not be removed or replaced without prior consent of Owner which shall not be unreasonably withheld. Contractor shall cooperate with Owner and others working at or near the site of the Work. Contractor shall promptly report to Owner any defects in the work of others which affects the Work Failure to report such defects constitutes acceptance of the conditions by Contractor. Contractor shall keep all of its work areas free from trash and debris, and keep its work areas "broom clean" on a continuous basis. Contractor shall secure and protect its own materials, tools, equipment and the Work, including Owner provided materials and equipment. Contractor shall provide Owner with periodic progress reports as requested by Owner. The price shall include, and the Contractor shall pay, all taxes and assessments for unemployment insurance, social security and disability benefits, and other taxes which are based upon the compensation paid to persons employed by Contractor or its subcontractors for the performance of any Work.
- 7. Changes in Work. Owner may change the scope of Work. Contractor shall perform the changed scope of Work. If Contractor's price or schedule will be affected by the change, Contractor must submit a request for an amendment to the Agreement prior to starting the change.
- 8. Payment. Contractor shall invoice Owner, with proper documentation, for all Work performed during the prior month Owner shall pay Contractor, upon submission of proper invoices, the price for Work performed within 30 days after receipt of the invoice. Owner may withhold all or part of payment if Owner disputes

Contractor's compliance with the terms of the Agreement. Owner's payment does not constitute acceptance of the Work. The Agreement number must appear on all invoices and notices.

- 9. Taxes. The price shall include all applicable foreign, federal, state and local taxes payable with respect to this Agreement. However, if Owner specifies that services or tangible personal property to be furnished by Contractor qualify for exemption from sales or use taxes or that Owner has a direct pay permit, Contractor shall, at the direction of Owner, not include sales or use taxes in its price. Owner shall provide Contractor with Owner's direct pay permit or exemption certificate where applicable. Contractor agrees to cooperate in obtaining exemption certificates necessary to claim such exemptions.
- 10. Warranty. Contractor warrants that the Work shall be free of workmanship, material and design defects, new, and in conformance with the Agreement and applicable industry standards. For a period of 12 months from completion and acceptance of the Work, Contractor shall repair or replace, at its expense, including any removal, installation or transportation cost, any defective or non-conforming Work. Owner's acceptance of the Work shall not relieve Contractor fails to correct a defect within a reasonable period of time, Owner may repair or replace any defect in warranted Work at Contractor's expense.
- The insurance required by this section shall include Insurance 1E. contractual liability insurance covering the obligations under this Agreement. Contractor and its subcontractors shall (a) comply with the workers' compensation and occupational disease law of the state where the services are performed; (b) maintain commercial general liability insurance with limits of not less than \$1,000,000 each occurrence and aggregate; (c) maintain commercial automobile liability insurance with limits for bodily injury and property damage of not less than \$1,000,000 each accident, or evidence of self-insurance; (d) if applicable, maintain aircraft liability (including passenger liability) insurance with a combined limit for bodily injury and property damage of not less than \$10,000,000 each occurrence; (c) if applicable, maintain protection and indemnity insurance (including Jones Act liability coverage) with limits of liability of not less than \$10,000,000 each accident; (f) if applicable, maintain professional liability insurance with limits of not less than \$1,000,000 each occurrence and aggregate; and (g) if applicable, maintain any insurance required by federal compensation statutes (including Longshoreman's and Harbor Workers' Compensation Acts). Policies written on a claims-made basis shall be maintained for five years after performance of the Agreement is completed. Prior to entering Owner's site, Contractor and its subcontractors shall provide Owner with acceptable certificates of insurance waiving subrogation against Owner The certificate of insurance must state that the insurance carrier has issued the insurance specified, that such policies are in force, and that the insurance carrier will give Owner 30 days prior written notice of any material change in, or cancellation of, such policies

For Work performed in Louisiana, Contractor hereby acknowledges and agrees that its employees, together with any of its subcontractors' employees shall be deemed to be the statutory employees of Owner only for the purpose of Workers' Compensation law and Contractor further agrees that it will amend its Workers Compensation insurance to include an Alternate Employer Endorsement and have all its subcontractors execute agreements also acknowledging and recognizing the statutory employer status of Owner

12. Force Majeure. Neither party shall be in breach of the Agreement to the extent that any delay or default in performance is due to causes beyond the reasonable control of the delayed or defaulting party, provided that the delayed or defaulting party immediately notifies the other party of the event, an estimate of the duration of the event, and the delaying or defaulting party's plan to mitigate the effects of the delay or default.

- 13. Compliance with Laws. Contractor shall comply with all applicable laws, rules, regulations and orders of any governmental authority, and will obtain at its expense all permits and licenses, pertaining to its obligations under the Agreement. Contractor agrees to indemnify and save Owner harmless from and against any liability or damages, including attorneys' fees, for non-compliance therewith by Contractor.
- 14. Safety and Security. Contractor shall perform the Work in a safe and careful manner and use such safety devices and methods as are necessary to protect its employees, agents, subcontractors, Owner's employees and agents, other contractors and the public from bodily harm and damage. Contractor shall comply with and enforce all laws, rules and regulations applicable to safety and health standards, including but not limited to the Occupational Safety and Health Act of 1970 (OSHA), and any revisions to OSHA or successor legislation. Contractor shall comply with all project and site safety and security rules and procedures issued by Owner, provided that such rules and procedures do not conflict with OSHA or other safety laws, rules and regulations. Contractor shall provide Owner with Material Safety Data Sheets for all applicable materials prior to delivery to Owner's site.

Contractor and all subcontractors performing Work at Site must have a substance abuse program. This program must apply to all personnel. Minimum requirements of this program shall include pre-hire testing, testing for cause and if requested, random testing. Screening substances and their associated cut-off limits are listed below.

Drug	Screening Cut-Off	Confirmation Cut-Off
Classes	Limit (ng/ml)	Limit (ng/ml)
Amphetamino	s 1,000	500
Benzoylecgo	nine 300	150
Cannabinoids	50	15
Opiates	2,000	2,000
Phencyclidine	25	25
Blood & Brea	th alcohol content:	.04% per Dept. of Transportation.

Testing shall be performed by a testing facility certified by Department of Health & Human Services. Personnel must have evidence of having tested negative within a year prior to employment. Owner will accept conditional employment predicated upon (a) employee(s) furnishing evidence that they have submitted to testing within forty-cight (48) hours of initial employment and (b) employee(s) furnishing evidence of negative test results within five (5) work days of initial employment. Contractor shall ensure personnel are "drug free". Owner reserves the right to examine evidence outlined herein. Contractor's program shall incorporate reciprocity on "drug free" employee's recertification to minimize Owner's economic impact, and employees' recertification while maintaining the program's intent.

If required by Owner, Contractor must meet certain security criteria set forth herein. Contractor is responsible for assuring that each of its employees meet these criteria. Contractor must perform a background check to assure that each of its employees: (a) has never been convicted of a felony; (b) has never been convicted of a crime involving drugs or firearms; (c) has never been convicted of a crime involving violence or assault; and (d) has no immigration violations and is eligible to work in the United States For the purpose of performing the background check, and to otherwise screen the potential Contractor employee, Contractor shall: (a) conduct a fingerprint background check through the repository of the individual's current state of residence and states of residence during the past five (5) years; (b) contact two listed and two developed references; (c) verify education and any professional license to the extent claimed by the individual; (d) obtain employment history for seven-year period prior to employment with Contractor, including all periods of unemployment within that seven-year period; (e) perform a driver's license verification if the individual will operate vehicles on Owner's property (This includes motor vehicle records check in the state where the individual currently resides, as well as verification of a valid license); and (f) perform an individual Social Security number trace. Contractor shall submit to Owner a copy of its proprietary background investigation process for Owner's review and file. Owner reserves the right to conduct a background screen at Contractor expense if agreed

between Owner and Contractor. Owner may audit or review specific Contractor screening files to ensure compliance. Contractor shall not perform any screening activities that violate the federal Fair Credit Reporting Act, Title VII of the Civil Rights Act of 1964 or any other applicable law in any circumstances. Contractor shall ensure that the substance and manner of any and all background checks performed by Contractor conform fully to applicable law. Owner, in its sole discretion, shall have the option of barring from any Work site any person whom Owner determines does not meet the qualification requirements set forth above.

- 15. Intellectual Property. Contractor warrants that its performance of the Work will not infringe upon or violate any trademarks, patents, copyrights, trade secrets or other third party property rights. If the performance of Work is held in any action to constitute infringement, or the use of the Work is enjoined, Contractor, at its expense, shall procure for Owner the right to continue use of the Work, or replace the Work with non-infringing materials or methods satisfactory to Owner, or modify the Work in a manner satisfactory to Owner so that the Work becomes non-infringing. Contractor agrees to indemnify and save Owner harmless from and against any liability or damages, including attorneys' fces, arising out of any alleged infringement or violation. Owner will own the Work and any intellectual property, including trademarks, patents, copyrights and trade secrets, resulting from the Work. Work performed hereunder shall be deemed "work made for hire". Contractor will execute documents. including agreements with its employees and agents and assignment documents, necessary to effectuate Owner's ownership of such intellectual property.
- 16. Confidentiality. Each party agrees (a) to protect the Confidential Information of the other with at least the same degree of care used to protect its own most confidential information; (b) not to use (except for the purpose described herein), publish or disclose to third parties such Confidential Information; and (c) upon the request of the other party, to promptly deliver to the other party all written copies of its Confidential Information. "Confidential Information" shall include, but not be limited to, business plans and methods; customer information; engineering, operating and technical data; and the dates of Owner's outage schedule(s). Contractor shall not use Owner's name or logo in marketing or endorsements without the prior written consent of Owner.
- 17. Termination. Owner may terminate, for its convenience or for cause, all or any part of the Agreement upon notice to Contractor. Upon termination for convenience, Contractor shall immediately stop work on the terminated portion of the Agreement and shall submit to Owner an invoice with supporting information setting forth the Agreement price for the Work performed prior to the notice of termination, plus Contractor's actual, direct, unavoidable costs resulting from the termination, less salvage value, in no event to exceed the Agreement price. Upon termination for cause, Owner may pursue all rights and remedies available under the law. Upon termination for convenience or cause, Owner shall not be liable to Contractor for Contractor's lost profits on the terminated portion of the Agreement.
- Indemnification. (a) The laws of the state where the Work giving rise 18 to the claim is performed shall apply to this Section. (b) IN STATES OTHER THAN OHIO, TO THE EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AT ITS EXPENSE, AND SAVE OWNER HARMLESS, FROM ANY LIABILITIES, COSTS AND CLAIMS, INCLUDING JUDGMENTS RENDERED AGAINST, AND FINES AND PENALTIES IMPOSED UPON, OWNER AND REASONABLE ATTORNEYS' FEES AND ALL OTHER COSTS OF LITIGATION, ARISING OUT OF THIS AGREEMENT, INCLUDING INJURIES, DISEASE OR DEATH TO PERSONS, DAMAGE TO PROPERTY, INCLUDING OR ENVIRONMENTAL CLAIMS AND LIABILITIES, CAUSED BY CONTRACTOR, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS, OR IN ANY WAY ATTRIBUTABLE TO THE PERFORMANCE OF THIS AGREEMENT, EXCEPT

SERVICE AGREEMENT GENERAL TERMS AND CONDITIONS - Exhibit A

THAT CONTRACTOR'S OBLIGATION TO INDEMNIFY OWNER SHALL NOT APPLY TO ANY LIABILITIES ARISING FROM OWNER'S SOLE NEGLIGENCE. TO THE EXTENT PROVIDED IN THIS SECTION, CONTRACTOR EXPRESSLY AGREES TO INDEMNIFY OWNER FOR OWNER'S ACTS AND OMISSIONS, NEGLIGENT OR OTHERWISE. (c) In Ohio, Contractor shall indemnify and save Owner harmless from any and all costs and expenses, including but not limited to reasonable attorneys' fees and court costs, arising from or relating to injuries, disease or death to persons, or damage to property, caused by Contractor, its employees, agents or subcontractors, or in any way attributable to the Agreement. (d) WITH RESPECT TO AGAINST OWNER BY CONTRACTOR'S CLAIMS EMPLOYEES, CONTRACTOR AGREES TO EXPRESSLY WAIVE ITS IMMUNITY AS A COMPLYING EMPLOYER UNDER THE WORKERS' COMPENSATION LAW, BUT ONLY TO THE EXTENT THAT SUCH IMMUNITY WOULD BAR OR AFFECT RECOVERY UNDER OR ENFORCEMENT OF THIS INDEMNIFICATION OBLIGATION. With respect to the State of Ohio, this waiver applies to Section 35, Article II of the Ohio Constitution and Ohio Rev. Code Section 4123.74. (e) Contractor shall pay Owner's reasonable attorneys' fees and all costs of litigation associated with enforcement of the obligation set forth in this Section.

- 19 Limitation of Liability. Except as expressly provided herein, neither party shall be liable to the other for any incidental, indirect, special, punitive or consequential damages. Contractor must bring any cause of action arising under the Agreement within one year from the time the cause of action accrues.
- 20. Liens. Contractor shall not file or permit to be filed any lien with respect to the Work and hereby expressly waives any right to file or cause to be filed a lien Contractor, in its subcontracts, shall require all subcontractors to expressly waive the right to file any liens against Owner's property and, if requested, provide Owner with copies of such waivers. Contractor shall indemnify Owner for any costs or expenses resulting from a breach of this paragraph.
- Assignment and Subcontracting. Contractor may not subcontract, assign, or otherwise dispose of the Agreement without the prior written consent of Owner.
- 22 Records. Owner reserves the right to audit records necessary to permit evaluation and verification of claims submitted, and Contractor's compliance, in the performance of this Agreement and its dealings with Owner, with (a) the Contract requirements; and (b) Owner's Corporate Code of Conduct governing business ethics. Contractor shall relain for a period of three years following final payment all information and records relating to the Work performed under the Agreement. Owner may examine and copy such information and records at Contractor's premises during regular business hours
- 23. Affiliated Companies. Any indemnification of Owner and any limitation of Owner's liability shall to the same extent apply to Owner's directors, officers, employees, agents and affiliated companies, and the directors, officers, employees and agents thereof. The affiliated companies of the American Electric Power System are severally and not jointly liable for obligations arising hereunder.
- 24. Government Contractor Compliance. (a) Unless exempted, Contractor shall comply with the equal employment opportunity clause in Section 202 of Executive Order 11246 and all applicable rules, regulations, and relevant orders pertaining to Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and Section 4212 of the Vietnam Era Readjustment Assistance Act of 1974, as amended. (b) Contractor represents that it does not, and shall not for the term of the Agreement, provide or maintain for its employces facilities that are segregated on the basis of race, color, religion, sex or national origin. Contractor represents that it will not assign its employees to perform any work related to this Agreement at a location where facilities are segregated on the basis of race, color, religion, sex or national origin. Contractor agrees that it will not enter into any agreement to obtain

goods or services relating to this Agreement with any entity that provides, maintains or assigns its employees to work at locations where facilities are segregated on the basis of race, color, religion, sex or national origin. As used herein, "facility" means waiting rooms; work areas; restaurants and other eating areas; time clocks; locker rooms and other storage or sleeping areas, except as necessary to assure privacy between male and female employees; parking lots, drinking fountains; recreation or entertainment areas; and transportation. (c) If not otherwise exempted by Title 48 and to the extent applicable, Contractor will comply with 48 CFR §52.219-8, Utilization of Small, Small Disadvantaged, and Women-Owned Small Business Concerns, and 48 CFR §52.219-9, Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan. (d) If not otherwise exempted by 41 CFR §60-1.5, Contractor represents that it will file all reports or other required information specified in 41 CFR §60-1.7.

- 25. Notices. Each party shall designate a representative for the receipt of notices, which may be changed from time to time. All notices required to be given under the Agreement shall be in writing and delivered by fax, personal delivery, e-mail or U.S. mail. Notices shall be effective upon receipt, or such later date specified in the notice
- 26 Governing Law. The laws of the State of Ohio shall govern the Agreement. Contractor agrees that all actions and proceedings brought by Owner against Contractor may be litigated in courts located in the State of Ohio or in the state where the work was performed. Contractor agrees that such courts are convenient forums and irrevocably submits to the personal jurisdiction of such courts. Contractor waives personal service of process and consents to service of process by certified or registered mail at the address designated for receiving notices under the Agreement.
- 27. Miscellancous. The effective date of the Agreement shall be the earlier of the date on which Contractor begins performance hereunder or the date of the later signature on the Agreement. Contractor shall be an independent contractor in the performance of the Agreement. No waiver by either party of any default shall be deemed a waiver of any subsequent default. The Agreement constitutes the entire agreement of the parties. If any provision of the Agreement is held to be invalid, such invalidity shall not affect the remaining provisions of the Agreement. Amendments to the Agreement must be in writing and signed by both parties. Headings are provided for the convenience of the parties, and shall not affect the interpretation of any provision.

END OF DOCUMENT

EXHIBIT B

American Electric Power/Kentucky Power National Energy Education Development (NEED) Project Energy Efficiency Education Programming 2012 Scope of Work (V3/2/12)

PROGRAM DESCRIPTION

NEED will facilitate the design and delivery of an energy efficiency and conservation program as part of Kentucky Power's DSM filing. The program will work in tandem with the Kentucky Power CFL promotion and delivery program currently underway. NEED's role is to bring added educational value to the program, recruit educators to participate and to deliver CFLs to students and families, and to assist educators in integrating energy efficiency education into the seventh grade classrooms in the Kentucky Power service area. NEED will schedule, promote, support registration for, and deliver a minimum of three after-school in-services hosted for teachers in the Kentucky Power service area. These in-services will be delivered by NEED staff, attended by Kentucky Power representatives as appropriate, and will include afternoon refreshments and energy education components aligned to the Kentucky standards.

ELIGIBLE PARTICIPANTS

All 7th grade students at participating schools will be eligible for the program to receive CFLs. Educators teaching seventh grade students and those leading after-school programs for 7th grade students will be included in the energy inservice training.

PARTICIPATION GOALS*

Jan. 2012 through Dec. 2012	2,000 Students
Jan. 2013 through Dec. 2013	2,000 Students
Jan. 2014 through Dec. 2014	2,000 Students

*Participation goals are projections only and are subject to change at the discretion of KPCo.

IMPLEMENTATION PLAN

A. Promotion

NEED Staff will plan, recruit, host, and deliver a minimum of three after-school in-services for seventh grade educators in the Kentucky Power services area. The approximate duration of the in-service workshop is 2 hours. These workshops will include lessons and activities related to the CFL distribution program, but will also include lessons related to the Kentucky standards – to include understanding renewable energy, electricity generation, the science of buildings and thermodynamics. Participating educators will receive sets of NEED curriculum materials to use in their classrooms. The program will also provide a package of four 23 watt compact fluorescent lamps (CFLs) that will allow students to directly install the CFLs in their homes as it relates to the curriculum. This allows learning and direct savings from the program.

B. Delivery

NEED will contact – via mail and electronic means, each middle school (with a 7th grade) in the Kentucky Power service area. Kentucky Power will provide NEED with the contact list and any additional data that may be needed – including, if possible, participation data for the CFL distribution. It would be helpful to determine which schools are actively involved and which need to be encouraged into more active participation. These inservices will be scheduled a minimum of 60 days in advance and online registration will be hosted and managed by NEED. Teachers will receive reminders for attendance and certificates will be provided for continuing education units. A sample agenda is found later in this document. NEED recommends hosting the in-services at central locations in the region. KPCo and NEED staff members will coordinate the enrollment of participating

schools, delivery of educational materials & compact fluorescent lamps and scheduling of educational inservices. The in-service will be evaluated on number of teachers reached, participant feedback on the in-service evaluation, and post-in-service evaluation information collected. NEED will send a follow-up evaluation 2-3 months post-in-service. It is recommended that a short pre/post assessment be completed by in-service participants.

NEED would anticipate that an in-service would be provided for 10 or more teachers per location and would prefer an over and above target of 40-50 educators to participate in the program. This would provide more than enough avenues for the delivery of 2,000 bulbs.

NEED will prepare a recruitment document that lists all in-services, with links to registration. The agendas will include energy flows, electric connections, the science of efficiency in buildings, renewable energy generation for electricity, and emerging energy technologies.

Timetable 2012:

NEED will promote the program and recruit beginning in April 2012 with the intention of hosting the first inservice in early September. Should a region indicate greater interest before the fall, NEED will host the workshop sooner than fall 2012.

September – October (Energy Awareness Month): NEED will host all in-services and submit evaluation data and participant information to Kentucky Power.

November: NEED will begin recruitment and scheduling for workshops in February and March 2013.

December: NEED and Kentucky Power will meet to discuss 2013 plans.

EVALUATION

A. Goals

KPCo will perform an evaluation assessing and documenting the program's processes and estimating the program's impacts as well as performing a benefit/cost analysis.

B. Objectives

The program evaluation objective will be to:

- 1. Assess educator and student satisfaction with the program:
- 2. Gain insight into the potential for expanding the program to additional grade levels:
- 3. Determine the program impacts, including energy savings (KWh) and demand reduction (kW), and program value to educators and students.
- 4. Assess the program's cost-effectiveness based on various economic tests.

Payment Terms

Kentucky Power will pay NEED 100% of the NEED Energy Education in-services fee if the aggregate attendance of the inservice workshops is 5% or greater of the eligible teachers.

Kentucky Power can withhold 5% of the NEED Energy Education in-services fee if the aggregate attendance of the inservice workshops is less than 5% (but greater than zero) of the eligible teachers. Kentucky Power can withhold 10% of the NEED Energy Education in-services fee if educational in-service workshop has zero participants of the eligible teachers.

Budget

(*NOTE: Kentucky Power is purchasing the CFL's and covering the cost of Shipping/delivery of the CFLs. KP is also covering the cost of the meeting space and refreshments for the training sessions.)

Year One

Program Administration and Delivery Includes staff time, staff travel, outreach, recruitment and in-service planning, and evaluation distribution and collection.

\$3,000.00 **Energy Education in-services** Three in-services will be hosted in the Kentucky Power service area for up to 50 educators total. In-service agendas will be varied, to encourage educators to participate in a workshop related to their interest. 7th grade educators teaching science and CTE are the target audience. \$1,000 per in-service includes basic curriculum materials on the topic and materials for student/family usage of the provided CFLs.

TOTAL YEAR ONE

Year Two	
Program Administration and Delivery	\$3,000.00
Includes staff time, staff travel, outreach, recruitment and in-service planning, and evaluation	
distribution and collection.	

Energy Education In-services

Three in-services will be hosted in the Kentucky Power service area for up to 50 educators total. In-service agendas will be varied, to encourage educators to participate in a workshop related to their interest. 7th grade educators teaching science and CTE are the target audience. \$1,000 per in-service includes basic curriculum materials on the topic and materials for student/family usage of the provided CFLs.

TOTAL YEAR TWO

Year Three **Program Administration and Delivery** Includes staff time, staff travel, outreach, recruitment and in-service planning, and evaluation distribution and collection.

Energy Education in-services Three in-services will be hosted in the Kentucky Power service area for up to 50 educators total. In-service agendas will be varied, to encourage educators to participate in a workshop related to their interest. 7th grade educators teaching science and CTE are the target audience. \$1,000 per in-service includes basic curriculum materials on the topic and materials for student/family usage of the provided CFLs.

TOTAL YEAR THREE

\$6,000.00

\$6,000.00

0

\$3,000.00

\$3,000.00

\$6,000.00

\$3,000.00

\$3,000.00