

## PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the 19<sup>th</sup> day of August, 2022, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A (hereinafter "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its Department of Social Services (hereinafter "Sponsor"), and, the **SEEDLEAF INC.** with offices located 714 N. Limestone Lexington KY 40508, (hereinafter "Organization").

### WITNESSETH

That for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. This Agreement shall include the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:
  - A. Exhibit A – RFP # -2022
  - B. Exhibit B – Organization's Response to RFP # -2022
2. Government hereby retains Organization for the period beginning on **July 1, 2022**, and continuing for a period of two (2) years from that date unless within that period Government gives the Organization thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is given to the Organization.
3. Government shall pay Organization the sum of **Nineteen Thousand and 00/100 Dollars (\$19,000)** for Fiscal Year 2023 and of **Nineteen Thousand and 00/100 Dollars (\$19,000)** for Fiscal Year 2024 for the services required by this Agreement, said services being more particularly described in Exhibits A and B, one-fourth (1/4<sup>th</sup>) of which

shall be payable in September 2022 or shortly thereafter upon receipt of an invoice (for July through December 2022), with one-eighth (1/8<sup>th</sup>) payable each quarter thereafter upon submission of a quarterly invoice and a detailed quarterly program report. **Quarterly invoices and detailed program reports shall be submitted by January 20<sup>th</sup>, 2023, April 21<sup>st</sup>, 2023, July 24<sup>th</sup>, 2023, October 20<sup>th</sup>, 2023, January 26<sup>th</sup>, 2024, and April 19<sup>th</sup>, 2024. A two-year-end program report shall be submitted by July 19<sup>th</sup>, 2024.** Reports shall reflect the services and programs directly related to the funding provided by Lexington Fayette Urban County Government with emphasis on measurable outcomes, and specifically outlined in the funding application. Forms for both the quarterly financial and program reports will be provided.

4. In the event of termination of this Agreement by Government as provided for in paragraph 1 above, Organization shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein.

5. Organization shall perform all duties and services included in Exhibits attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein. Compensation paid pursuant to this Agreement shall be used exclusively for the services set forth in Exhibits A and B and for no other purpose. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing signed by both parties. Organization shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and

6. Organization shall indemnify, defend and hold harmless Government, its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to:

demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Organization; and (b) not caused solely by willful misconduct of the Government. The Parties understand and agree that the Organization's obligation to defend the Government includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the Government, which approval shall not be unreasonably withheld. The Parties also understand and agree that the Organization's obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and Government, and damage to, or destruction of, any property, including the property of Government. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement. Organization understands that Government is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that the Government is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

7. Organization represents that it has filed all federal, state and local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization have been registered for the current tax year by the Organization in the office of the Sponsor, and the Organization shall not be compensated unless and until such registration has taken place.

8. The Organization shall, on such forms as the Sponsor shall provide, submit to Sponsor an annual report and financial statement which summarize the previous year's activities regarding the services enumerated in Exhibits A and B attached hereto.

9. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Organization, that relate to the performance of this Agreement, at all reasonable times, and if it desires, it may have the books and papers of the Organization, that relate to the performance of this Agreement, audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

10. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the

responsibility or obligations of Organization, nor to constitute the Organization as an agent of the Government.

11. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

12. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be submitted to Sponsor for review within thirty (30) days of the execution of this Agreement.

13. This instrument, and additional documents attached hereto, contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

14. Organization agrees that it shall apply all funds received by it from the Urban County Government in accordance with the following investment policy guidelines:

- A. Objectives: Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall conform with state and local law and regulations and these policies.
- B. Investment Funds Management: The governing board may elect to either:

(1) Manage its investment through its executive director where the size or complexity of funds to be managed is deemed by the board to be within the training, expertise and/or available time capacity of the executive director and the operating staff; or

(2) Utilize the professional investment management facilities of a local bank trust department acting in a fiduciary capacity within the same approved investment policies and federal, state, local and trust laws and regulation. The trust department may utilize its regular short-term one hundred percent (100%) US Treasury Fund for daily funds investment.

The election of option 1 or 2 should be made consistent with the relative cost incurred and in the case of option 2 the cost shall be competitive among local trust departments.

C. Investment Policies - - Safety and Prudence.

(1) Short-term liquidity funds shall be invested in "riskless" investment, i.e., deposits in Kentucky commercial banks or savings and loan associations that are fully federally insured or deposits collateralized by U.S. Treasury securities with a current market value of at least one hundred percent (100%), or in direct obligations of U.S. Treasury securities.

Investments shall be diversified according to maturity in order to meet projected cash flow needs.

Collateral pledged to secure uninsured deposits shall be held at a federal reserve bank with the receipt providing absolute control by the agency.

(2) Retirement funds, endowment funds, long-term capital reserve funds and any other special funds may be held and invested by a local bank trust department under investment objectives and diversification in accordance with the individual nature of the funds and pursuant to the "prudent man" investment rule as well as general trust law.

(3) All investments shall be reviewed monthly by a finance or investment committee of the agency.

(4) Local brokerage firms may hold and invest funds provided that investments are located within Kentucky and are full insured.

D. Audit - - All investments shall be audited at least annually by independent certified public accountant who shall express an opinion as to whether or not investments during the year audited have conformed with state and local law and regulation and with the approved investment policies.

15. Notice – Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

SEED LEAF  
714 N. Limestone  
Lexington, Ky 40508

Attn: Christine Smith, Executive Director

For Government:

Lexington-Fayette Urban County Gov.  
200 East Main Street  
Lexington, Kentucky 40507


Attn: Kacy Allen-Bryant, Commissioner  
Department of Social Services

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

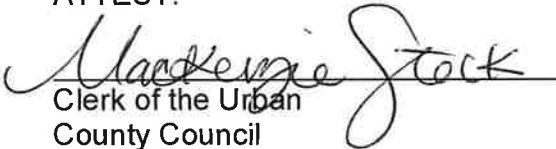
LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

SEEDLEAF INC.

BY:   
Linda Gorton, Mayor

BY:   
Title: Executive Director

ATTEST:

  
Clerk of the Urban  
County Council



**PROPOSAL SUBMITTAL FORM**

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**Agency Information**

Agency Name: Seedleaf Inc

Mailing Address: 714 N. Limestone Lexington KY 40508

Street Address: 714 N. Limestone Lexington KY 40508

Phone: (859 ) 693 - 0216

Is your Agency registered with the IRS as a 501(c)3 organization?  Yes  No  
*Note: Agencies **must** be registered with the IRS as a 501(c)3 organization to be eligible for ESR Program funding.*

Does your agency have a Gold Seal of Transparency or higher profile on GuideStar.org?  Yes  No  
*Note: Agencies **must** have a Gold Seal of Transparency or higher profile with GuideStar.org to be eligible for ESR funding.*

Website Address: www.seedleaf.org

Agency Representative (typically the Executive Director - Name, Title, Phone, Email):  
Christine Smith, Executive Director, 859-693-0216, Christine@seedleaf.org

Person Completing Application (Name, Title, Phone, Email):  
Christine Smith, Executive Director, 859-693-0216, Christine@seedleaf.org

**Program Information**

Name of program for which funds are being requested: Seedleaf Youth Programming

Total Funding Amount Requested: \$ 30,000

**RFP #2-2022 PROPOSAL SUBMITTAL FORM**

- Save this PDF formatted Proposal Submittal Form to your hard drive before beginning to enter responses in it to ensure your responses are saved to the form.
- LIMIT RESPONSES IN TEXT BOXES TO 250 WORDS
- REMINDER: All proposals must be written in a clear and concise manner, as there will be no follow-up or clarifications to proposer’s submittal form once the evaluation process begins.



## 5.1 Program Proposal & Design

### 5.1.1 Needs Statement—Purpose of the Program Proposal / Problem Statement

15 Points

Using local data, provide a description of the problem in Fayette County. Identify the specific population your program is targeting (i.e. age, geographical region, economic status, etc.) and explain why. Discuss whether this population is under-served or at-risk. Describe your understanding of the local system of services addressing this problem, obstacles and/or opportunities your clients face, and how your agency fits within this system of services.

Youth face many challenges throughout their developmental years that have been exacerbated by the pandemic to points of crisis. As our community opens up, service providers must be able to provide youth with opportunities and strategies for healing and resilience-building while also addressing preexisting issues faced by Lexington youth. For example, in 2018 youth violence and death in Lexington spiraled to such an extent that one out of six homicide victims were 19 years old or younger. Simultaneously, over half of the children enrolled in Fayette County public schools receive free or reduced cost meals, meaning financially, their families may have difficulty regularly acquiring produce and fruit. There is overwhelming evidence linking the positive mental and emotional health outcomes of regular garden-based activity to improved physical health outcomes such as the development of physical strength and weightloss.

Seedleaf's youth programs for K-12 students (Garden Club, SEEDS and FRESHHS respectively) provide agricultural education and hands on-gardening experience as a means of addressing disparities in the production, consumption and knowledge of fresh food while also giving youth access to green space that may provide therapeutic relief for participants. To address these issues, Seedleaf is requesting funding for youth programming to accomplish the following goals:

- A. Provide Lexington K-12 youth, weekly access to garden spaces and activities during the spring, summer and fall.
- B. Increase food literacy and knowledge of food production.
- C. Provide meaningful early job training opportunities and awareness of professions within agriculture.
- D. Provide a source of free vegetable produce for youth and families.

### 5.1.2 Service Delivery Model

15 Points

What steps will you take or what activities will you provide to assist clients in achieving these goals? Describe each "unit of service" you will provide for clients and how often and how long this service will be provided (e.g. a one-time three-hour training; a weekly one-hour support group for 12 weeks; one 30-minute health exam twice a year; 1-3 hour advocacy services as needed; etc.) How will these services address the problem as identified in the Needs Statement above? Be specific.

Seedleaf youth programming consists of the following:

#### Garden Club

Seedleaf's Garden Club works with elementary school age youth in afterschool programs to provide weekly and bi-weekly one hour hands-on educational gardening activities primarily for elementary school students. Seedleaf leads garden club at Common Good and the William Wells Brown Community Center for the spring, summer and Fall. (addresses goals A, B, and D)

#### Service, Education and Entrepreneurship in Downtown Spaces (SEEDS)

SEEDS is a summer agriculture education program that recruits youth ages 11-14 and meets for eight weeks in June and July. Started in 2009, programming consists of 16 meetings that are 120 minutes each. Of the 16 meetings, four are cooking workshops, two are field trips to agriculturally relevant locations (in the past, locations have included FoodChain and Locust Trace AgriScience Center), while the remaining meetings are dedicated to gardening. (addresses goals A, B, C, D)

#### Food, Research and Environmental Science for High School (FRESHHS)

FRESHHS began in 2020 as a means to have deeper conversations around food and its connections to science and culture. A FRESHHS session runs for 2-hours with two meetings each week for two months and is offered three times a year during the Spring, Summer and Fall. Participants learn gardening skills and discuss topics related to basic science principles and food. In 2022, we plan to add field trips to agriculturally relevant sites in central Kentucky (addresses goals A, B, C and D)

Programs take place in Seedleaf gardens or near Seedleaf garden locations.

### 5.1.3 Client Eligibility and Requirements

5 Points

What eligibility requirements must clients meet to qualify for services? What are the expectations of clients while receiving services? (e.g. client must pay \$30 fee for each class; client must remain sober; client is responsible for chores; nothing other than participation in services; etc.)

#### Garden Club

Garden club participants must be enrolled in part of an associated K-5 afterschool program to participate. Participation is free and nothing other than participation in services is required. Community centers and schools are not charged for this service.

#### SEEDS

Participation in SEEDS is open to any youth between the ages of 11 and 14 living in Fayette County. Enrollment into SEEDS programming occurs in large part through partnerships with local area schools, churches and afterschool programs that work with low-income and underserved youth. Outside of these methods, Seedleaf also takes participant recommendations from direct contact with parents and other community stakeholders. Participants must attend all sessions (4 hours a week) and exhibit respectful behavior toward their peers and instructors. Youth receive a \$75 stipend at the conclusion of each month.

#### FRESHS

Participants must be enrolled in a Fayette County high school (public or private) or a high school homeschooling program. There is no fee or requirements except that participants attend all sessions (4 hours a week) and exhibit respectful behavior toward their peers and instructors. Participants must be able to walk, bend and lift 5-10 lbs. Participants receive a \$100 stipend at the conclusion of each month.

Seedleaf does not pick up youth from home or school to bring them to gardens. Youth must coordinate with their guardians for drop off and pickup.

### 5.1.4 Evidence-Based/Best Practice

10 Points

Describe the evidence-based or promising practice model on which this service approach is based. Provide particular sources that indicate what you are doing is best-practice.

A 2007 study from the Journal of the American Dietetic Association reported that children who garden consume more produce than children who do not and that they are also more likely to eat a wider variety of vegetables. It is well documented in the literature (McAleese and Rankin, 2007; Ratcliffe et. al. 2011) and proven through our 14 years of observation, that exposure to the regular practice of gardening engages youth in physical exercise and strengthens their abilities to solve problems, collaborate, engage in long-term planning and helps improve relationships within peer groups as well as within families. Seedleaf gardens are located within densely populated urban locations in North Lexington and are often the only green spaces available for public other than parks. Time spent outdoors learning about the natural world and horticulture mitigates daily stressors and instills in young people a sense of pride and ownership in their communities. Author Florence Williams, who investigated the scientific data on the human connection with nature, reports that regularly spending time in green space has been clinically noted to lower depression, improve mental focus, lower the risk for Type 2 diabetes, and high blood pressure. Working with school-age children in the garden can help to break the generational transmission of some of these issues and help youth develop new and healthy habits for long-term physical and mental health.

## 5.2 Program Measures & Evaluation

### 5.2.1 Service Efficacy & Desired Outcomes

10 Points

What do you hope to help your clients achieve? What are some examples of goals you will set with clients? What is your service philosophy in terms of helping your clients achieve these goals? Describe how you define “successful” completion of services. (e.g. service is complete if: client remains for entire three-hour training; client continues services until judge orders otherwise; etc.) What percentage of clients meet that criteria for success?

Seedleaf’s youth programming aims to ensure that participants understand the linkages between responsible environmental stewardship and sustainable agriculture, develop basic horticultural skills, receive exposure to career pathways available within the field of horticulture and have the knowledge and experience of eating various garden-grown and seasonally available produce so that these experiences lead to the maintenance of healthy life-long diets.

#### Garden Club

Successful Garden Club programming is defined by children participating in garden club activities for the full hour (1 hour). Usually in Garden Club programming, students sign up to attend each week at the beginning of Spring. The range of students served during each session is 10-26.

#### SEEDS and FRESHHS

For Seedleaf’s SEEDS and FRESHHS program, we conduct short pre- and post- tests to understand knowledge attainment and attitude changes influenced by programming. Further, we work to ensure that youth have the ability to recognize fresh produce and to grow their own food by having them tend to actual garden spaces. Successful participants demonstrate regular attendance (not missing more than two sessions) and at least a 40-50% improvement in food literacy (crop recognition and usage) on post testing. They will also be able to demonstrate basic gardening skills such as seed sowing, transplanting, watering, and weed identification. The range of students served in each session of FRESHHS and SEEDS is 10-12.

In all youth programming, youth participants will have opportunities to consume garden produce and/or use garden grown produce in prepared meals during approximately 60% of program sessions.

### 5.2.2 Client Empowerment & Community Impact

10 Points

Describe what meaningful difference these services make in the lives of people served. What value is added to the community? Provide examples. (e.g. client demonstrates change in attitude; client has behavior change; etc.)

Seedleaf youth programming provides various entry points and opportunities for youth to engage in the physical activity of gardening and to enjoy the health benefits that a connection with the natural environment brings. Actively being in greenspace triggers beneficial neurological processes and behavioral shifts while also encouraging movement. Further, gardening helps to build self-esteem and a nascent sense of self sufficiency. By playing a role in growing them, gardening introduces youth to new fruit and vegetables making them more likely to eat them and become adults who incorporate fresh produce into their lifestyles. Children involved in Seedleaf youth programming actively demonstrate and employ teamwork and provide motivational support toward their peers. In the past, youth who have participated in Seedleaf’s programs have gone on to serve on the organization’s board, have demonstrated positive emotional and behavioral changes, and have demonstrated an interest in community development, horticultural careers and related educational programs.

### 5.2.3 Data Assessment & Quality Improvement

10 Points

While it doesn't have to be complicated, evaluation is more than saying "we provided this many 'units of service.'" How will you know if your services have been effective? How does this relate to the desired outcomes for your clients? How will the information gathered be used to improve your services in the future? Be specific (for example, data collection may be through focus groups, pre-and post-tests, client satisfaction surveys, etc.), and also **be specific regarding sampling size and frequency of evaluation.**

Effectiveness across youth programming is determined by the following:

#### Garden Club

Seedleaf works with after school programs in North Lexington to provide weekly/bi-weekly programming. Program effectiveness is determined through feedback from after afterschool mentors and program directors at the end of each session and in dialogue with program participants at each meeting. Seedleaf works to improve or change programming based on these conversations. Seedleaf also tracks activities completed during each session to note what resonated and 'worked' with participants and what didn't.

#### FRESHS and SEEDS

Before and after each session of FRESHS and SEEDS, Seedleaf assesses participant knowledge of fundamental biology concepts and gardening skills through pre- and post- program surveys that participants are required to take. Participants are also responsible for the care and maintenance of specific crops. Cared for plants that reach maturity demonstrate that the participant has developed the discipline and gardening know-how necessary for basic garden care. Post program surveys demonstrate how much students have learned while also documenting change in perceptions of agriculture. Surveys also help Seedleaf staff understand where instruction can be improved or changed to help participants achieve the stated goals of the program.

## 5.3 Capacity & Sustainability

### 5.3.1 Staff Qualifications & Experience

5 Points

Provide information on the key/primary individuals that will be involved in the provision of services and demonstrate that they have the capacity to address the stated need. List each position by title and name of employee, if available. Describe the anticipated roles and responsibilities for each person as it relates to this project. Describe the experience, expertise, and capacity of each individual to address the proposed activities.

Christine Smith is Seedleaf's Executive Director and has been with the organization since since 2017. She holds a PhD in Geography from the University of Kentucky and has experience working with youth as Seedleaf's previous youth programming coordinator and through previous work managing the summer Agriculture Conservation Corp program in Accokeek, Maryland. Christine works with the Education and Outreach Coordinator to support Garden Club time and to support SEEDS and FRESHS programming.

Monet Proctor is Seedleaf's Education and Outreach Coordinator. She holds a Masters in Social Work from the University of Louisville and has extensive experience working with youth in Central Kentucky. Monet completed Seedleaf's Market Garden program in 2021 and is also the owner of a small business that focuses on mental and physical health and wellness. Monet leads SEEDS in the summer and FRESHS in the Spring and Fall. She also coordinates Garden club time with Community partners.

### 5.3.2 Partnership & Resource Leverage

5 Points

How do your programs and services support our community's comprehensive response to the identified priority area of Community Wellness & Safety? Does your organization have any formal agreements or informal working relationship with other local service programs?

What role does your governing board members, volunteers, and / or donors play in facilitating viable service delivery and program administration? Does your program have any major civic benefactors or corporate sponsors? Describe other secured funding sources and committed operational resources your organization has allocated for the proposed program.

Seedleaf provides safe spaces where neighbors can gather to grow and share food together. While our mission focuses on growing food and urban agricultural education, we are also keen to promote the psychological benefits that come with being in greenspaces. In 2018 we partnered with the University of Kentucky's Polk-Dalton clinic to run a pilot prescription program where individuals who needed light exercise and healthier dietary choices were given prescriptions for garden time. We have also partnered with Fayette County Public School's Office of Sustainability and the Lexington Public Library to ensure that programming is available for youth throughout the city and that resources are available for them to garden at home with their families during the pandemic. More broadly, Seedleaf has programmatic relationships with FoodChain, Common Good, William Wells Brown Community Center, The Woodhill Community Center, The Lexington Farmer's Market, the Castlewood Community Market, New Beginnings Church, First Presbyterian Church and Christ Church Cathedral.

Maintenance of Seedleaf garden spaces and programming support is provided by a corps of volunteers and donors. Donors help ensure that Seedleaf has the tools and resources necessary to provide programming. Seedleaf has received major funding for our youth programming from the Turner Foundation, The Lexington Clinic Foundation, the Whole Cities Foundation and the local conservation district. Additional funds come from our operational budget and through small grants earned by partner institutions to pay for Seedleaf services. Each year, Seedleaf fundraises to ensure funds for educational programming.

### 5.3.3 Outreach & Inclusion Strategy

15 Points

Demonstrate how the program will ensure services are available and accessible by all potential participants, especially related to language barriers for persons with limited English proficiency; persons with physical or other disabilities; and persons impacted by poverty and economic distress.

Has your organization enacted any policies (or employs any standard operating procedures) to ensure equitable service opportunity and / or benefit program to a diverse cross-section of the greater community? How does your proposal support or enhance the recommendations made by the Mayor's Commission on Racial Justice & Equality?

The life outcomes for Lexington youth are directly impacted by where they live, where they can go to school and their race and gender. The Mayor's 2020 Racial Equity Commission report illuminated in its review of health and food access that Lexington's black community falls well behind white residents. Since 2007 Seedleaf has worked in North Lexington, historically home to large portions of the city's Black population, to address inequitable access to food. Through youth programming we direct funds to participants through stipends, knowing that stipends not only help youth purchase fun activities, but also help families pay their grocery bills and cover other household expenses. We recognize that families need access to knowledge and affordable food options and families need help in covering the costs of living linked with rising inflation which makes it difficult to acquire and prepare healthier meals.

Lexington is a multi-ethnic city; when addressing inclusivity, we work to make sure families and children hailing from immigrant communities also have access to our programming. 50% of Seedleaf staff identify as Black and staff have English and Spanish language skills. Further, Seedleaf's farm has trilingual signage in French, English and Spanish so that Lexington's diverse population can access and learn on the farm.

To make gardening more physically accessible, Seedleaf employs raised beds which can make garden work less demanding by reducing pressure on joints. We also have ergonomic hand tools and kneeling pads to make gardening less strenuous for those who have mobility issues.

## 6.0 Program Budget Summary Form Instructions

**Proposal Submittal shall be considered incomplete and shall be rejected without completed Budget Summary Form. (Including total amount of ESR grant request for the first year of the cycle, Fiscal Year 2023.)**

For organizations requesting funding for more than one program in this RFP, combine into a single Program Budget narrative for the proposal.

Please note that the Program Budget will be part of the grantee agreement with LFUCG and regular tracking and expenditure reporting will be required.

To ensure readability and uniformity, please use the Program Budget form included. Provide brief line-item detail as specified in each section below and verify all calculations.

**This section provides a summary of the total proposed Program Budget for FY 2023. It requests the allocation of all projected funding amounts (City and non-City sources) for anticipated FY 2023 program expenditures. The allocation for FY 2024 shall be the same as FY 2023.**

### **Total Program Budget**

Column A should reflect projected expenditures for the entire program (not just the proposed LFUCG ESR grant funding request portion). When the chart is completed this column should equal ESR Grant Funding Request plus other/non-ESR program funding. (A=B+C)

### **ESR Grant Funding Request**

Column B is the grant amount being requested from this RFP to support this program's services to eligible Fayette County Participants.

### **Non-LFUCG Program Funding**

Column C is the non-LFUCG ESR funding that is allocated to the Total Program Budget (A-B = C).

**This form is for the budget for the PROGRAM applying for ESR funds, not the total agency budget.**

For each category identify the amount requested and the amount to be leveraged through other programs or organizations (if applicable).

**Staff Salaries** – Identify the number of Full-time position salaries allocated to the program, and part-time positions allocated to the program, and the amounts of each allocated to Columns A, B, & C.

**Consultant Services** – In the "List Details" box, **briefly** describe any expenses associated with providing expanded supportive services or other services for which the organization intends to contract with another entity. Any of these expenses to be provided by the proposing organization should be included in other line items.

**Space/Facilities** – In the "List Details" box, **briefly** list the basis of the allocation of rental costs, utilities, janitorial costs, and any other facility costs for the Program. Identify any office or program space in an LFUCG owned building, and any other costs (rent, monthly utilities, etc.) reimbursed to LFUCG.

**Scholarships/Stipends** – In the "List Details" box, **briefly** list the type of scholarships or stipends, and include the number of people or organizations to receive funds.

**Operating Expenses** – In the "List Details" box, **briefly** list the costs associated with expenses, supplies, utilities, and any other expense associated directly with the operation of the project.

**Other** – In the "List Details" box, **briefly** list any other costs for the Program not covered above.

**PROGRAM BUDGET SUMMARY** Budget for Year One (FY2023) of Cycle; Budget for Year Two (FY2024) to be the same

Agency Name Seedleaf Inc  
 Program Name Seedleaf Youth Program

**FY2023 (July 1, 2022-June 30, 2023) Total Program Budget**

Only fill columns B & C; they will automatically sum in Column A

Column A Total Program Budget [= B+C]	Column B ESR Grant Funding Request	Column C Non-ESR Program Funding [A-B]
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**1. Staff Salaries for Program**

# of Employees:

Full-Time (FTE)	1	30,000	30,000	0
Part-Time	1	0		0
<b>Total Salaries</b>		<b>30,000</b>	<b>30,000</b>	<b>0</b>

**3. Consultant Services**

\$	600	0	600
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*list details*

We routinely pay guest speakers to visit the youth in FRESHS and SEEDS to talk about careers in agriculture or cover special topics.

**4. Space/Facilities**

\$	5,100	0	5,100
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*list details*

The annual cost of office space is 5,100 for Seedleaf. Youth programming takes place outdoors in our garden spaces but the office allows us to print and store materials.

**5. Operating Expenses**

\$	1,000	0	1,000
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*list details*

Covers the cost of materials annually for youth programming. These include soil, hand tools, soil testing kits

**6. Scholarships / Stipends**

\$	4,200	0	4,200
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*list details - numbers & amounts*

Youth in FRESHS and SEEDS receive stipends of \$200 and \$150 respectively.

**7. Other**

\$	0		
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*list details*

**8. TOTAL FY22 PROGRAM BUDGET**

\$	40,900	30,000	10,900
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**Brief detail on Cost per Participant:**

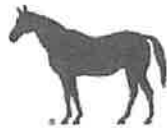
Cost per Program Participant: \$ 386

Annually, we estimate that we will work with 100-106 youth.

I understand that this document in its entirety is incorporated into my grant Agreement with the Lexington-Fayette Urban County Government.

Authorized Representative (typed name): Christine Smith

Title: Executive Director Date: 03/7/2022



**LEXINGTON**

**RFP-2-2022**

**Seedleaf**

**Supplier Response**

### **Event Information**

Number: RFP-2-2022  
Title: ESR Childhood & Youth Development  
Type: Request For Proposal  
Issue Date: 1/28/2022  
Deadline: 3/7/2022 02:00 PM (ET)

### **Contact Information**

Contact: Todd Slatin  
Address: Central Purchasing  
Government Center Building  
Room 338  
200 East Main Street  
Lexington, KY 40507  
Phone: (859) 2583320  
Fax: (859) 2583322  
Email: [tslatin@lexingtonky.gov](mailto:tslatin@lexingtonky.gov)



## Seedleaf Information

Address: 931 Idlewild Ct  
Lexington, KY 40505  
Phone: (859) 967-8865  
Web Address: [seedleaf.org](http://seedleaf.org)

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Christine Smith

*Signature*

*Submitted at 3/7/2022 11:33:11 AM*

[Christine@seedleaf.org](mailto:Christine@seedleaf.org)

*Email*

## Response Attachments

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### **ESR\_childhood 2022.pdf**

Proposal Submittal Form

### **ESR\_Childhood\_2022 RFP.docx**

Request for Proposal signature page for notarization.



# Lexington-Fayette Urban County Government

## Request for Proposal

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #2-2022 Childhood & Youth Development – Extended Social Resources (ESR) Grant Program** to be provided in accordance with terms, conditions and specifications established herein.

Proposals will be received **online only** at <https://lexingtonky.ionwave.net> until **2:00 PM**, prevailing local time, on **March 7, 2022**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract/grant. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted online before the date and time set for opening proposals.

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Electronic signature online at <https://lexingtonky.ionwave.net> constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Pre-Proposal Meeting will be held on **February 7<sup>th</sup>, 2021** at **11:00AM EST** via Zoom (see section 3.1 in Scope of Work document for meeting link).

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

***Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.***

### **Laws and Regulations**

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

### **Equal Employment Opportunity**

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

### **Kentucky Equal Employment Opportunity Act**

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
  
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the

contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available workforce in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

### **LFUCG Non-Appropriation Clause**

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

## AFFIDAVIT

Comes the Affiant, Christine Smith / SEEDLEAF, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Christine Smith and he/she is the individual submitting the proposal or is the authorized representative of SEEDLEAF, the entity submitting the proposal (hereinafter referred to as "Proposer").
  
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
  
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
  
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
  
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
  
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

**Continued on next page**

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

Christine Smith

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Christine Smith on this the 1 day of July, 2022.

My Commission expires: March 15th, 2024

Commission #: KYNP47122

Kimberly Young  
NOTARY PUBLIC, STATE AT LARGE



## EQUAL OPPORTUNITY AGREEMENT

### The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

\*\*\*\*\*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

### Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.*

*Christa Smith*

Signature

SEEDLEAF

Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: SEEDLEAF

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	2		1				1										2
Professionals	1						1										1
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance	1		1														1
<b>Total:</b>			2				2										4

Prepared by: Christine Smith, SEEDLEAF  
 (Name and Title) Executive Director

Date: 7, 1, 2022  
 Revised 2015-Dec-15

## GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted

to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to RFP Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract/Grant under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

#### A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
  - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
  - (d) Failure to diligently advance the work under a contract for construction services;
  - (e) The filing of a bankruptcy petition by or against the contractor; or
  - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

#### B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and

authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

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Signature

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Date



Lexington-Fayette Urban County Government  
Request for Proposals

**Extended Social Resources (ESR) Grant Program**  
**Priority Area: Childhood & Youth Development**

**Purpose**

Each fiscal year the Mayor and Urban County Council allocate funds for use by selected 501(c)(3) non-profit partner agencies through the Department of Social Services' Extended Social Resource (ESR) Program. The Lexington-Fayette Urban County Government (hereinafter referred to as "LFUCG") has historically partnered with non-profit agencies for the purpose of providing priority social services to supplement and support the work of the Urban County Government. These agencies are diverse in their missions and work plans, and provide services to the most vulnerable populations in our community.

**Eligibility**

- Eligible Responders shall be a non-profit 501(c)3 organization with a physical presence in Lexington-Fayette County
- Responders shall be registered and have a current, complete Gold Seal of Transparency or higher level agency portrait on [GuideStar.org](https://www.guidestar.org).
- ESR funds cannot be used to teach, advance, advocate or promote any religion
- Be located in and/or serve Fayette County residents with ESR funds in Fayette County
- Applying organization agrees to comply with all applicable local, state, and federal laws

**Instructions**

Please follow the attached instructions and submit all required forms no later than the deadline indicated below:

**Proposal Deadline – 2:00 PM EST March 7<sup>th</sup>, 2022.**  
**Proposals received after this deadline or incomplete proposals will not be considered.**

## **1.0 GENERAL INFORMATION & SCOPE**

### **1.1 Background**

Each fiscal year the Mayor and Urban County Council allocate funds for use by selected 501(c)(3) non-profit partner agencies through the Department of Social Services' Extended Social Resource (ESR) Program.

This grant cycle shall cover Fiscal Years 2023 and 2024 (July 1, 2022 – June 30, 2024), and will award grants between the four Funding Priorities, which each have separate required Proposal Submittals and criteria, and awarded on an approximate scale, listed below.

### **Funding Priority Area: Childhood & Youth Development**

Projected funding is approximately \$650,000 of total ESR Grant Program Community Based Initiatives Award. This amount is subject to change upon Council ratification of the Fiscal Year 2023 Budget.

LFUCG seeks to strengthen and enhance **Childhood and Youth Development** by supporting programs and services for early childhood through teenage populations (birth through 18 years old). These programs would include, but not be limited to: **addressing student learning loss (specifically kindergarten through 12<sup>th</sup> grade), youth violence prevention, and mentorship**. LFUCG intends to award grants for priority-rated programs and services which originate with demonstrated client needs, establish clearly-defined outcomes, and are designed to best practices or evidence-based models.

## **2.0 GENERAL PROVISIONS**

### **2.1 Purpose**

The LFUCG is accepting applications from qualified non-governmental, non-profit agencies with current **501(c)3** tax exempt status and with a physical business or program site location in Fayette County (hereinafter, referred to as "Applicant") ESR funding for FY2023 & 2024 (July 1, 2022 – June 30, 2024). This funding is intended to support agency **programs** which respond to the **funding priorities** established herein. **THIS FUNDING IS NOT INTENDED TO SUPPORT GENERAL AGENCY OPERATIONS, other than overhead required to support the subject program.**

### **2.2 Funding Period**

The funding period is from July 1, 2022 through June 30, 2024.

### **2.3 ESR Grant Informational Workshop**

The Department of Social Services conducted a meeting on January 20<sup>th</sup>, 2022 that provided potential proposers with an overview of the proposal and review process, instructions on completing the RFP, and presentation of funding priorities.

### **2.4 Proposal Submission**

All Submissions must be uploaded to the LFUCG procurement website at <https://lexingtonky.ionwave.net> by **March 7<sup>th</sup>, 2022 before 2:00 PM EST**. The Submission shall include an enclosed form that shall contain the required documents, and respond to one or more established funding priorities.

Proposal submissions containing significant omissions of required information will be considered non-responsive and removed from the RFP funding process on the application deadline date (March 7<sup>th</sup>, 2022). Significant missing responses to questions constitute an incomplete application. The final decision regarding application completeness and penalties will be determined by the LFUCG Division of



Central Purchasing in consultation with the Commissioner of Social Services. **All proposals must be written in a clear and concise manner, as there will be no follow-up or clarifications to proposer's Proposal Submittal Form once the evaluation process begins.**

**Do not include additional documents or attachments with the Proposal Submittal Form, such as brochures or letters of support. These will be discarded.**

**If your agency is submitting a proposal for the funding of more than one program in a single priority area, please note that they must be included in a single Proposal Submittal completed and submitted for that priority area RFP. Only one Proposal Submittal per agency per priority area will be accepted.**

**Submitted Proposal shall be comprised of the attached PDF formatted Proposal Submittal form. This form must be submitted in the original PDF form, and NOT be a scanned version of the original form.**

## 2.5 **Acceptance/Rejection of Submissions**

The LFUCG reserves the right to reject any proposals which may be considered irregular, show serious omissions, contain unauthorized alteration of the Proposal Submittal form, or are incomplete.

The LFUCG reserves the right to accept or reject any or all applications in whole or in part, with or without cause, to waive technicalities, to implement scoring penalties, or to accept applications or portions thereof which, in the Urban County Government's judgment, best serve the interests of Urban County Government.

**All proposals must be written in a clear and concise manner, as there will be no follow-up or clarifications to proposer's Proposal Submittal Form once the evaluation process begins.**

## 2.6 **Inquiries/Questions**

After thoroughly reading this Request for Proposals, Applicants must direct any questions to:

Todd Slatin, Director

Division of Central Purchasing 200 E. Main Street, Lexington, KY 40507

E-mail: [tslatin@lexingtonky.gov](mailto:tslatin@lexingtonky.gov) Phone: (859) 258-3320

**Deadline for questions is February 21<sup>st</sup>, 2022 at 2:00 PM EST**

## 3.0 **FUNDING PROCESS**

### 3.1 **Timeline**

This Request for Proposals is being released on **January 28<sup>th</sup>, 2022**, and is made available to the public and all potentially eligible applicants. **An informational and question and answer meeting will be held on Zoom on February 7<sup>th</sup>, 2022 at 11 AM EST**

**[Click here to Join Technical Q&A Zoom Meeting](#)**

**Meeting ID: 847 7009 1340**

**Passcode: 394317**

This meeting will be open to the public and any potentially eligible applicants are invited to attend and ask questions or seek clarification regarding the RFP. Attendance is NOT required in order to submit a proposal and will not affect scoring during the evaluation process.

Completed proposals must be submitted **no later than 2 PM on FRIDAY, March 7<sup>th</sup>, 2022**, and late or incomplete proposals will not be accepted or evaluated.

The LFUCG intends to conduct proposal evaluation in March and April 2022 immediately following the proposal due date, with the intention to make funding announcements approximately in late April, 2022. This timeline is subject to change without notice.

Successful applicants shall be contacted to negotiate a funding agreement with expectations that an award be in place for the funded programs to begin operations by July 1, 2022. No funds may be expended prior to the execution of a funding agreement and grantees will not be reimbursed for pre-award costs.

**3.2 Evaluation**

Proposals will be evaluated by a neutral panel including LFUCG staff and third-party reviewers who have expertise in the field of human services. The scoring criteria are outlined in Section 5.0 Criteria.

**3.3 Reporting**

The funded project will be required to submit regular progress reports demonstrating progress toward outcomes established in the proposal and associated funding agreement. Report formats will be determined by the Department of Social Services, as will due dates and submission process. Failure to submit complete reports on time will delay processing of grant payments and may affect the grantee’s competitiveness for any future funding opportunities with LFUCG.

**4.0 PROPOSAL FORMAT**

Proposal Submittal Forms must be uploaded to <https://lexingtonky.ionwave.net> before the 2:00 PM EST March 7<sup>th</sup>, 2022 deadline. Late submissions will not be considered for funding.

**5.0 SCORING CRITERIA/EVALUATION**

Please see attached **Proposal Submittal form** to respond to the following; the **Proposal Submittal form** is the document that shall be completed with your responses and then uploaded as your RFP submittal. **You will need to save the PDF formatted Proposal Submittal form to your hard drive before beginning to enter responses in it to ensure your responses are saved to the form.**

**ESR Grant Program RFP Criteria**

		<u>Points</u>
<b>5.1</b>	<b>Program Proposal &amp; Design</b>	
5.1.1	Needs Statement	15
5.1.2	Service Delivery Model	15
5.1.3	Client Eligibility & Requirements	5
5.1.4	Evidence-Based/Best Practice	10
		<b>Subtotal 45</b>
<b>5.2</b>	<b>Program Measures &amp; Evaluation</b>	
5.2.1	Service Efficacy & Desired Outcomes	10
5.2.2	Client Empowerment & Community Impact	10
5.2.3	Data Assessment & Quality Improvement	10
		<b>Subtotal 30</b>
<b>5.3</b>	<b>Capacity &amp; Sustainability</b>	
5.3.1	Staff Qualifications & Experience	5
5.3.2	Partnership & Resource Leverage	5
5.3.3	Outreach & Inclusion Strategy	15
		<b>Subtotal 25</b>
	<b>TOTAL</b>	<b>100</b>

## Funding Priority Area: Childhood and Youth Development

Projected funding is \$650,000 of ESR Grant Program – Community Based Initiatives

LFUCG seeks to strengthen and enhance **Childhood and Youth Development** by supporting programs and services for early childhood through teenage populations (birth through 18 years old). LFUCG intends to award grants for priority-rated programs and services which originate with demonstrated client needs, establish clearly-defined outcomes, and are designed to best practices or evidence-based models.

These programs shall consist of an intentional, pro-social approach that engages youth within their communities, schools, organizations, peer groups, and families in a manner that is productive and constructive; recognizes, utilizes, and enhances youths' strengths; and promotes positive outcomes for young people by providing opportunities, fostering healthy relationships and supporting positive leadership.

These programs may address one or more of the following areas, but shall not be limited to:

- Affordable access to early care & education for children under 5 years of age
- Development services focusing on life skills, social skills, employment mentoring, enrichment, language tutoring, & leadership skills
- Services focused on Kindergarten readiness
- Parental, caregiver, & kinship resources and support
- Improving reading & math proficiency
- Reducing poverty rates among children & youth
- Services for limited English language learners & for overcoming cultural barriers
- Transportation access for child & youth programming
- Addressing student learning loss (*specifically kindergarten through 12<sup>th</sup> grade*)
- Youth Violence Prevention
- Mentorship

The term “client” is used throughout this proposal; however we understand that within the context of your work “client” may not mean an individual. For some agencies it may be helpful to think of “client” as whole system (such as a school) or as a neighborhood, group, or community.

### 5.1 Program Proposal & Design

#### 5.1.1 Needs Statement—Purpose of the Program Proposal / Problem Statement **15 Points**

Using local data, provide a description of the problem in Fayette County. Identify the specific population your program is targeting (i.e. age, geographical region, economic status, etc.) and explain why. Discuss whether this population is under-served or at-risk. Describe your understanding of the local system of services addressing this problem, obstacles and/or opportunities your clients face, and how your agency fits within this system of services.

#### 5.1.2 Service Delivery Model **15 Points**

What steps will you take or what activities will you provide to assist clients in achieving these goals? Describe each “unit of service” you will provide for clients and how often and how long this service will be provided (e.g. a one-time three-hour training; a weekly one-hour support group for 12 weeks; one 30-minute health exam twice a year; 1-3 hour advocacy services as needed; etc.) How will these services address the problem as identified in the Needs Statement above? Be specific.

#### 5.1.3 Client Eligibility and Requirements **5 Points**

What eligibility requirements must clients meet to qualify for services? What are the expectations of clients while receiving services? (e.g. client must pay \$30 fee for each class; client must remain sober; client is responsible for chores; nothing other than participation in services; etc.)

#### **5.1.4 Evidence-Based/Best Practice**

**10 Points**

Describe the evidence-based or promising practice model on which this service approach is based. Provide particular sources that indicate what you are proposing is best-practice.

## **5.2 Program Measures & Evaluation**

#### **5.2.1 Service Efficacy & Desired Outcomes**

**10 Points**

What do you hope to help your clients achieve? What are some examples of goals you will set with clients? What is your service philosophy in terms of helping your clients achieve these goals? Describe how you define “successful” completion of services. (e.g. service is complete if: client remains for entire three-hour training; client continues services until judge orders otherwise; etc.) What percentage of clients meet that criteria for success?

#### **5.2.2 Client Empowerment & Community Impact**

**10 Points**

Describe what meaningful difference these services make in the lives of people served. What value is added to the community? Provide examples. (e.g. client demonstrates change in attitude; client has behavior change; etc.)

#### **5.2.3 Data Assessment & Quality Improvement**

**10 Points**

While it doesn't have to be complicated, evaluation is more than saying “we provided this many ‘units of service.’” How will you know if your services have been effective? How does this relate to the desired outcomes for your clients? How will the information gathered be used to improve your services in the future? Be specific (for example, data collection may be through focus groups, pre-and post-tests, client satisfaction surveys, etc.), and also **be specific regarding sampling size and frequency of evaluation.**

## **5.3 Capacity & Sustainability**

#### **5.3.1 Staff Qualifications & Experience**

**5 Points**

Provide information on the key/primary individuals that will be involved in the provision of services and demonstrate that they have the capacity to address the stated need. List each position by title and name of employee, if available. Describe the anticipated roles and responsibilities for each person as it relates to this project. Describe the experience, expertise, and capacity of each individual to address the proposed activities.

#### **5.3.2 Partnership & Resource Leverage**

**5 Points**

How do your programs and services support our community's comprehensive response to the identified priority area of Community Wellness & Safety? Does your organization have any formal agreements or informal working relationship with other local service programs?

What role does your governing board members, volunteers, and / or donors play in facilitating viable service delivery and program administration? Does your program have any major civic benefactors or corporate sponsors? Describe other secured funding sources and committed operational resources your organization has allocated for the proposed program.

### 5.3.3 Outreach & Inclusion Strategy

15 Points

Demonstrate how the program will ensure services are available and accessible by all potential participants, especially related to language barriers for persons with limited English proficiency; persons with physical or other disabilities; and persons impacted by poverty and economic distress.

Has your organization enacted any policies (or employs any standard operating procedures) to ensure equitable service opportunity and / or benefit program to a diverse cross-section of the greater community? How does your proposal support or enhance the recommendations made by the Mayor's Commission on Racial Justice & Equality?

## 6.0 Program Budget Summary Form

**Proposal Submittal shall be considered incomplete and shall be rejected without completed Budget Summary Form. (Including total amount of FY23 ESR grant request.)**

**Budget Form will be for Fiscal Year 2023 ESR Request only. Funds awarded for Fiscal Year 2024 shall be the same amount as awarded for Fiscal Year 2023, and contingent on Council approval of the Fiscal Year 2024 budget.**



# **Employee Handbook**

**(Revised 23 October 2020)**

## **Welcome to Seedleaf!**

On behalf of your colleagues and our Board, I welcome you to Seedleaf and wish you every success here.

We believe that each employee contributes directly to Seedleaf's mission and success, and we hope you will take pride in being a member of our team.

This employee handbook describes some of Seedleaf's expectations and outlines policies relevant for employees. Employees should familiarize themselves with the contents of the employee handbook as soon as possible, as it will answer many questions about employment with Seedleaf. If you have any questions about these policies or policies not described in this handbook, please let me know.

We hope your experience here will be meaningful, enjoyable and rewarding.

Sincerely,

Christine Smith  
Executive Director

Erin Ruhl  
President of the Board of Directors.

## **EMPLOYEE RECEIPT AND ACCEPTANCE**

I hereby acknowledge receipt of the Seedleaf Employee Handbook. I understand that it is my continuing responsibility to read and know its contents. I also understand and agree that the Employee Handbook is not an employment contract for any specific period of employment or for continuing or long-term employment. Therefore, I acknowledge and understand that unless I have a written employment agreement with Seedleaf that provides otherwise, I have the right to resign from my employment with Seedleaf at any time with or without notice and with or without cause, and that Seedleaf has the right to terminate my employment at any time with or without notice and with or without cause.

I have read, understand and agree to all of the above. I have also read and understand the Seedleaf Employee Handbook.

Signature

Print Name

Date



## CONFIDENTIALITY POLICY AND PLEDGE

Any information that an employee learns about Seedleaf, or its members or donors, as a result of working for Seedleaf that is not otherwise publicly available constitutes confidential information. Employees may not disclose confidential information to anyone who is not employed by Seedleaf or to other persons employed by Seedleaf who do not need to know such information to assist in rendering services or completing their work.

The disclosure, distribution, electronic transmission or copying of Seedleaf's confidential information is prohibited. Any employee who discloses Seedleaf's confidential information will be subject to disciplinary action (including possible separation), even if he or she does not actually benefit from the disclosure of such information.

I understand the above policy and pledge not to disclose confidential information.

Signature:

Print Name:

Date:

*Please print this page, sign, and return to the Executive Director.*

## **MISSION**

Seedleaf is a community gardening organization that provides horticultural training and supports the practice of gardening and small-scale farming in urban space. Seedleaf values the ongoing re-connection of people to land, the incubation of healthy community interdependence and the cultivation of growers. We believe that this leads to the development of a robust local food economy and a just and equitable system of stewardship over urban land. We seek to accomplish our mission and uphold our values through a combination of educational programs, workshops, and garden sites that are primarily located in North Lexington. These garden sites are a mixture of allotment style gardens that are available for rent on a sliding scale and free u-pick gardens that are open to the community.

## **GENERAL EMPLOYMENT INFORMATION**

### **Disclaimer: Voluntary At-Will Employment**

Employment with Seedleaf is at-will, which means that you have the right to quit at any time that you feel it is in your interest to do so, and Seedleaf has the right to terminate your employment at any time, with or without cause, and with or without notice. No statements made in pre-hire interviews or discussions, or in recruiting materials of any kind, alter the “at will” nature of employment or imply that discharge will occur only for cause. Similarly, Seedleaf’s policies and practices with respect to any matter are not to be considered as creating any contractual obligation on Seedleaf’s part or as stating in any way that termination will occur only for “good” or “just” cause. Statements of specific grounds for termination set forth in this handbook or in any other of Seedleaf’s documents are examples only, not all-inclusive lists, and are not intended to restrict Seedleaf’s right to terminate “at-will.”

The policies and practices described in this employee handbook are provided to you for guidance only, but do not constitute a contract of employment. Neither this handbook nor any other documents circulated to employees, nor any verbal representations constitute contracts. Seedleaf reserves the right to make changes to this handbook and to any employment policy, practice, work rule, or benefit, at any time without prior notice. No supervisor or employee except the Executive director has the authority to enter into an employment agreement, express or implied, with any employee concerning the employment relationship. These policies supersede any previous policies that may have been distributed previously. These policies are subject to change at any time at the discretion of Seedleaf.

### **Equal Employment Opportunity**

Seedleaf is an equal opportunity employer. It is our policy to comply with all federal, state and local equal opportunity and non-discrimination laws. Our policy is to afford equal opportunity in all aspects of employment to all persons without discrimination on the basis of race, color, ancestry, national origin (including language use), citizenship, religion or religious creed (including religious dress and grooming practices), sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to pregnancy, childbirth or breastfeeding), marital status, domestic partnership status, sexual orientation, gender, gender identity or gender expression, military or veteran status, family care or medical leave status (including denial of family care or medical leave), age, physical or mental disability, medical condition, genetic characteristics or information, political affiliation or any other basis protected by applicable federal, state or local law, rule, ordinance or regulation.

### **Use of Gender Pronouns:**

One of Seedleaf's core commitments is to creating a diverse and inclusive environment. As both a service provider and employer, we not only want people to be comfortable being themselves, but also to be celebrated for their identities and what makes them unique. Taking time to describe preferred pronouns in an e-mail signature line, during staff meetings or otherwise is designed to inform coworkers on the best way to refer to each other when names are not used and in order to avoid making assumptions. Pronouns are used in language all the time when we refer to ourselves or other people. Examples of pronouns you might use to refer to others are:

- *he/him/his* (for someone who might identify as male),
- *she/her/hers* (for someone who might identify as female),
- *they/them/their* (for someone who might not identify strictly as male or female, these pronouns are considered 'gender neutral'; They are also used when referring to multiple people).

This Equal Employment Opportunity policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, and disciplinary action. It is the responsibility of every manager and employee to conscientiously follow this policy. The Executive Director shall act as the responsible agent in the full implementation of the Equal Employment Opportunity policy.

Any employee with questions or concerns about any type of discrimination in the workplace is encouraged to bring these issues to the attention of Executive Director. Employees can raise concerns and make reports without fear of reprisal or retaliation. Anyone found engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

If you have any questions regarding this policy, please contact the Executive Director.

### **Policy Against Workplace Harassment**

Seedleaf is committed to maintaining an environment where employees can work comfortably and effectively. Employees are expected to conduct themselves in a professional manner and to show respect for their co-workers as well as members of the community that participate in Seedleaf's programming. Seedleaf's commitment begins with the recognition and acknowledgment that workplace harassment and other types of discriminatory harassment are unlawful. To reinforce this commitment, Seedleaf has developed a policy against harassment and a reporting procedure for employees who have been subjected to or witnessed harassment. This policy applies to all work-related settings and activities, whether inside or outside the workplace, and includes Seedleaf-related social events. Seedleaf's property (e.g. telephones, computers, and computer applications such as e-mail) may not be used to engage in conduct that violates this policy.

Seedleaf is committed to an atmosphere free of harassment and unwelcome behavior on the part of others. This includes sexual harassment (which includes harassment based on pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions) and harassment based on gender, gender identity, and gender expression, as well as harassment based on such factors as race, color, religion or religious creed (including religious dress and grooming practices), national origin (including language use), ancestry, citizenship, age, physical or mental disability, medical condition or information, genetic characteristics or information, family care or medical leave status (including denial of family care or medical leave), military caregiver status, military status, veteran status, marital status, domestic partner status, sexual orientation, political affiliation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, or any other basis protected by federal, state, or local laws.

Seedleaf strongly disapproves of and will not tolerate harassment of applicants, employees, unpaid interns, or volunteers by its employees, including managers, supervisors, or co-workers. Similarly, Seedleaf will not tolerate harassment by its employees of non-employees with whom Seedleaf's employees have a business, service, or professional relationship. Seedleaf also will not tolerate harassment of its employees by non-employees in the workplace.

Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with work performance. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission to or rejection of the conduct is used as the basis for an employment decision; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

Harassing conduct can take many forms and includes, but is not limited to:

Verbal harassment, e.g., jokes, epithets, derogatory comments, or slurs (on the basis of sex, race, national origin, etc.);

Physical harassment, e.g., assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual (on the basis of sex, race, national origin, etc.);

Visual harassment, e.g., derogatory posters, cartoons, or drawings (on the basis of sex, race, national origin, etc.); and

Sexual favors, e.g., unwanted sexual advances which condition employment upon an exchange of sexual favors.

This list is not a complete list of what may be deemed to be harassment under the law. As a general guideline, however, problems in this area can be avoided if we act professionally and treat each other with respect.

If you believe you have been harassed by a co-worker, a manager or supervisor, or any individual on Seedleaf's premises, you are encouraged to bring this matter promptly to the attention of the Executive Director or the President of Seedleaf's Board. Seedleaf will thoroughly and promptly investigate any such allegations and determine an appropriate course of action. If any employee encounters conduct which he or she believes is inconsistent with this policy, the conduct should be reported immediately to the Executive Director or the President of Seedleaf's Board so that it can be investigated in a timely manner.

All reports of conduct that is inconsistent with this policy will be addressed through a fair, timely, and thorough investigation. Investigations will be conducted by qualified personnel in a prompt and impartial manner and will be documented and tracked. During an investigation, Seedleaf may need to put interim measures in place, such as a leave of absence or a transfer, while the investigation proceeds. Confidentiality will be maintained to the fullest extent possible, subject to the need to conduct a thorough investigation. Seedleaf will not tolerate retaliation against any employee for cooperating in an investigation or making a complaint of harassment. If it is determined that a violation of this policy or other inappropriate conduct has occurred, Seedleaf will take appropriate disciplinary action, up to and including termination.

In the event that Seedleaf's Executive Director is believed to have engaged in misconduct or harassment, employees are advised to report such activities to the President of Seedleaf's Board immediately so that it can be investigated in a timely manner.

## **Accommodations**

Seedleaf is committed to complying fully with the federal and state laws regarding equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Seedleaf will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, unless doing so would result in an undue hardship to the organization. This policy governs all aspects of employment, including but not limited to selection, job assignment, compensation, discipline, and termination.

## **Open Door Policy**

Seedleaf has an open door policy that encourages employees to participate in decisions affecting them and their daily professional responsibilities. Employees who have job-related concerns or complaints are encouraged to discuss them with the Executive Director. Seedleaf believes that employee concerns are best addressed through this type of informal and open communication. When employees deal openly and directly with supervisors, the work environment can be excellent, and communications can be clear.

Employees are encouraged to raise work-related concerns with Seedleaf's Executive Director, as soon as possible after the events that cause the concern. Employees are further encouraged to pursue discussion of their work-related concerns until the matter is fully resolved. Although Seedleaf cannot guarantee that in each instance the employee will be satisfied with the result, Seedleaf will attempt in each instance to explain the result to the employee if the employee is not satisfied. Seedleaf will also attempt to keep all such expressions of concern, the results of any investigation, and the terms of the resolution confidential. In the course of investigating and resolving the matter, however, some dissemination of information to others may be necessary or appropriate.

Furthermore, if employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to the Executive Director.

## **Job Descriptions**

Each position shall have a written job description. In general, the description will include the: purpose of the position, areas of responsibilities, immediate supervisor(s), qualifications required, salary range, and working conditions affecting the job, e.g., working hours, use of car,

etc. The Executive Director shall have discretion to modify the job description to meet the needs of Seedleaf.

### **Work Review**

The work of each Seedleaf employee is reviewed on an ongoing basis with the supervisor to provide a systematic means of evaluating performance. However, annual performance reviews are a formal opportunity to review the past year, and anticipate Seedleaf's needs in the coming year. The purpose of the review is to encourage the exchange of ideas in order to create positive change within Seedleaf. An annual review of the Executive Director is the responsibility of Seedleaf's Board. The Executive Director is responsible for annual reviews of Seedleaf's full-time and part-time employees. During annual reviews, it is incumbent upon both parties to have an open and honest discussion concerning the employee's performance. It is further incumbent upon the supervisor to clearly communicate the needs of Seedleaf and what is expected of the employee in contributing to the success of Seedleaf for the coming year.

## **EMPLOYMENT DOCUMENTATION AND STATUS**

### **Employment Documentation**

Seedleaf relies on the accuracy of information contained in data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or omissions of information on a job application, personnel form, or any other document may result in Seedleaf's exclusion of the individual from further consideration for employment, or, if the person has been hired, termination of employment.

### **Personnel Data Changes**

It is each employee's responsibility to promptly notify the Executive Director of any changes in personnel data. Personal mailing addresses, telephone numbers, and individuals to be contacted in the event of an emergency should be accurate and current at all times.

### **Access to Personnel Files**

Seedleaf maintains a personnel file for each employee, including the employee's job application, copy of the letter of employment and position description, performance reviews, disciplinary records, records of salary increases and any other relevant personnel information. Access to the information they contain is restricted and confidential. Personnel files are the property of Seedleaf and may not be removed without written authorization from the Executive Director. Upon request, current and former employees, or their authorized representative, will be given access to their personnel files at reasonable times and at reasonable intervals, but no later than 30

days from the date the request is submitted to the Executive Directors. Employees are not permitted to remove any portion of their file or put comments in their files. Employees do not have access to references and other similarly confidential information. Upon request, current and former employees, or their authorized representative, will be given a copy of their personnel file to the extent required by applicable law. Employees will not be given access to or provided with copies of documents that may be excluded under the law.

### **Employee Reference Requests**

All requests for references must be directed to the Executive Director. No employee is authorized to release references for current or former employees.

## **PAYROLL AND SCHEDULING PRACTICES**

### **Employment Policies: Definitions of Terms**

*Employer.* Seedleaf is the employer of all full-time, part-time and temporary employees. An employee is hired, provided compensation, and has his or her work directed and evaluated by Seedleaf.

*Full-Time Employee.* A Full Time Employee regularly works at least 35 hours per week

*Part-Time Employee.* A Part Time Employee regularly works less than 35 hours per week

*Non-Exempt Employee.* A Non-Exempt Employee is an employee who is paid an hourly rate and does not meet the qualifications for exemption from the overtime requirements of the Fair Labor Standards Act ("FLSA"). For Non- Exempt Employees, an accurate record of hours worked must be maintained. Seedleaf will compensate non-exempt employees in accordance with applicable federal and state law and regulations.

*Exempt Employee.* An Exempt Employee is an employee who is paid on a salary basis and meets the qualifications for exemption from the overtime requirements of the Fair Labor Standards Act ("FLSA").

All employees are classified as Exempt or Non-Exempt in accordance with federal and state law and regulations. Each employee is notified at the time of hire of his or her specific compensation category and exempt or non-exempt status.

### **Timekeeping**



A non-exempt employee's time sheet is the record of his or her hours worked, and is used to calculate pay. Care should be taken to see that each time sheet is an accurate record of all time worked. All employees are responsible for accurately recording all time they work. Employees are not permitted to work "off the clock." Failure to comport with this policy may result in corrective action. If for any reason an employee fails to record his or her hours worked or does so incorrectly, the employee must inform the Executive Director immediately so that the error or omission can be corrected.

The following rules must be observed regarding time sheets:

1. Employees should sign only their own time sheets.
2. The Executive Director must authorize overtime in writing before it is worked.
3. The Executive Director must initial any modifications or alterations on an employee's time sheet.
4. Tampering, altering or falsifying records, including time records, may result in disciplinary action, up to and including termination.
5. Time sheets must be submitted to the Executive Director the last Friday before the 1st of the Month, except when that day falls on a holiday. In the event of a holiday, time sheets should be submitted on the last working day before the holiday.

### **Pay Administration**

Paychecks are distributed on the 1st day of every month, except when that day falls on a Saturday, Sunday or holiday, in which case paychecks will be distributed on the preceding workday. Timesheets are due to the Executive Director within three days of each pay period. All salary deductions are itemized and presented to employees with the paycheck. Approved salary deductions may include: federal and state income taxes, social security, and Medicare.

### **Pay Corrections**

Seedleaf will take all reasonable steps to ensure that employees receive earnings for all reported work performed through the end of the payroll period, and that employees are paid promptly on the scheduled payday. In the unlikely event there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Executive Director so that corrections can be made as quickly as possible.

### **Hours of Work**

The nature of Seedleaf's programming means that a normal work week of standard business hours (i.e., Monday through Friday from 9am-5pm) may not be feasible for all employees. The Executive Director shall determine the hours of employment that best suits the needs of the work

to be done by the individual employee. Employees may request the opportunity to vary their work schedules (within employer-defined limits) to better accommodate personal responsibilities; such requests should be sent by email to the Executive Director.

### **Meal and Rest Breaks**

Seedleaf provides non-exempt employees who work more than five hours in a day with an unpaid 30 minute uninterrupted meal period starting no later than the end of the fifth hour of work. If the employee's total work period per day is no more than 6 hours, the meal period may be waived by mutual consent of both the employer and the employee.

Non-exempt employees are encouraged and expected to take all legally mandated meal periods not waived, and should not eat at their desks or work stations. During meal periods, Seedleaf will relieve employees of all duty and will not exercise control over employees' activities.

Non-exempt employees are entirely relieved from duty during their meal period and may leave the work premises. Employees are free to spend their meal period time as they choose (consistent with all other Seedleaf policies that apply during off-duty time). However, they must be prepared to resume work promptly at the end of their scheduled meal period.

Seedleaf authorizes and permits non-exempt employees working at least three and one-half hours in a day to take a 10-minute, off-duty paid rest break for each four hours worked, or major fraction thereof. Employees who work more than six hours in a day may take a second rest break.

Employees are free to spend their rest break time as they choose (consistent with all other Seedleaf policies that apply during off-duty time). During rest breaks, Seedleaf will relieve employees of all duty and will not exercise control over employees' activities. A rest period is not required for non-exempt employees whose total daily work time is less than three and one half hours.

No supervisor or manager may impede or discourage employees from taking rest breaks or meal periods provided under this policy. Any supervisor or employee who violates this policy will be subject to disciplinary action, up to and including immediate termination. Employees who feel they have not been authorized and permitted to take a rest period and/or provided a meal break that complies with this policy, should immediately inform the Executive Director so this issue can be addressed.

### **Overtime**

Non-exempt employees may occasionally be asked to work beyond their normally scheduled hours. Seedleaf will provide overtime pay for overtime work in accordance with the requirements of state and federal law. Overtime pay, which is applicable only to Non-Exempt Employees, is for any time worked in excess of 40 hours in a work week. **Only the Executive Director may authorize overtime.** Overtime rate is one and one-half time (1½) the employee's straight time rate, except in instances involving a Sunday when the rate is two times the regular rate. Only those hours that are actually worked are counted to determine an employee's overtime pay. Paid or unpaid time off is not counted as hours worked for purposes of determining an employee's eligibility for overtime pay. Payment of overtime will be provided in the pay period following the period in which it is earned.

## **BENEFITS AND LEAVES OF ABSENCE**

### **Benefits**

A number of programs (such as Social Security, worker's compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Seedleaf carries workers' compensation insurance coverage as required by law to protect employees injured on the job. This insurance provides coverage for certain medical, surgical, and hospital treatment in addition to payment for a portion of any lost earnings that result from work-related injuries. Compensation payments generally begin on the first day of an employee's hospitalization or on the fourth day following the injury if an employee is not hospitalized. The cost of this coverage is paid completely by Seedleaf.

### **Vacation Benefits**

Seedleaf has established the following vacation plan to provide eligible employees time off with pay so that they may be free from their regular duties for a period of rest and relaxation without loss of pay.

*Eligibility:* All full-time employees are eligible for vacation benefits.

*Accrual:* Accrual of vacation shall be based on annual periods, with the beginning of the year defined by the employee's start date. Full-time employees are eligible for 14 vacation days per year.

*Accumulating Vacation:* Employees are encouraged to use available paid vacation time for rest and relaxation. Unused vacation at the end of each year of employment does not rollover to the next year.

*Vacation Pay:* Vacation pay shall be based on the employee's regular base rate and working schedule, exclusive of overtime.

### **Extended Personal Leave**

Employees who have been employed by Seedleaf for at least one year may apply for personal leaves of absence for up to eight weeks. Personal leaves are unpaid and are discretionary with the management of Seedleaf and the Board. When considering a request for a personal leave, Seedleaf will consider factors such as the employee's position, the employee's length of service, the employee's performance record including attendance, the purpose of the leave, the needs of the organization, the effect of the leave on other employees, and Seedleaf's general business needs.

Personal leaves generally are unpaid. However, accrued vacation may be used to continue an employee's salary during the leave. Vacation and sick time will not continue to accrue during the leave of absence.

Seedleaf cannot guarantee reinstatement upon return from a personal leave. Seedleaf will, however, make a reasonable effort to place the employee in an available position for which he or she is qualified. If such a position is not available, then the employee's employment will terminate. Even in that event, the employee may later apply for reemployment.

Employees who fail to report to work after an approved leave of absence are deemed to have voluntarily resigned. When an approved leave has been exhausted, the employee may request additional leave. The Executive Director must approve all unpaid leave.

### **Meetings and Conferences**

Staff may be given limited time off by the Executive Director with pay to participate in professional development opportunities related to the staff member's current or anticipated work with Seedleaf. A full-time employee serving as an official representative of Seedleaf at a conference or meeting is considered on official business and therefore, is not required to use vacation leave. Requests to represent Seedleaf at a conference or meeting must be approved by the Executive Director.

### **Reimbursement of Expenses**

Employees are responsible for transportation costs between the Seedleaf office and home during normal work hours. For local travel to garden sites, employees may use a Seedleaf vehicle.

Full-time employees serving in an official capacity for Seedleaf at conferences and meetings may be reimbursed for up to \$400 of actual expenses per year, with the start date of each year defined by the employee's first day of work.

## **STANDARDS OF CONDUCT**

### **Workplace Violence Prevention**

Seedleaf is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, Seedleaf has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours, on its premises, or in its garden spaces.

All employees should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of Seedleaf.

Conduct that threatens, intimidates, or coerces another employee or anyone on Seedleaf's premises or garden spaces at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to the Executive Director. This includes threats by employees, as well as threats by students, vendors, solicitors, or others on Seedleaf property or Seedleaf garden spaces.

When reporting a threat of violence, you should be as specific and detailed as possible. All suspicious individuals or activities should also be reported as soon as possible to the Executive Director. Do not place yourself in peril.

Seedleaf will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, Seedleaf may suspend employees, either with or without pay, pending investigation. Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action, up to and including termination of employment.

### **Drug and Alcohol Use**

It is Seedleaf's desire to promote a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on Seedleaf premises and while conducting business-related activities of Seedleaf, no employee may use, possess, distribute, sell, or be under the influence of alcohol and/or illegal drugs. Alcohol may be served at Seedleaf functions or luncheons only with the express permission of the Executive Director.

The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace. Employees are required to notify their supervisor if they are taking any prescription drug that is likely to impair their performance.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment. Such violations may also have legal consequences.

### **Smoking**

In keeping with Seedleaf's intent to provide a safe and healthful work environment, smoking is prohibited throughout the workplace, including the grounds outside and garden spaces.

### **Non-Disclosure**

The protection of confidential information is vital to the interests and success of Seedleaf. "Confidential information" means all information, not generally known, belonging to, or otherwise relating to the business of Seedleaf or its donors/supporters, program participants, or partners, regardless of the media or manner in which it is stored or conveyed, that Seedleaf has taken reasonable steps to protect from unauthorized use or disclosure.

Such confidential information includes, but is not limited to, the following examples:

- compensation data
- financial information
- pending projects and proposals

Employees who improperly use or disclose confidential information may be subject to disciplinary action, up to and including termination of employment, even if they do not actually benefit from the disclosed information.

Furthermore, employees should not disclose personal identification information about other individuals—including the employees, donors/supporters, program participants, or partners of Seedleaf—to any third party without approval from the Executive Director.

Personal identification information includes, but is not limited to, individually identifiable information such as Social Security numbers, background information, credit card or banking information, or other non-public information entrusted to Seedleaf regarding an individual's personal identity.

### **General Use of Communication Systems**

The use of Seedleaf's paid postage for personal correspondence is not permitted.

To ensure effective telephone communications, employees should always announce their name and speak in a courteous and professional manner. Please confirm information received from the caller and hang up only after the caller has done so.

### **Electronic Communications Policy**

Seedleaf has established this communications policy in an effort to make certain that employees utilize electronic communications devices in a legal, ethical, and appropriate manner.

#### **1. Scope**

This policy extends to all features of Seedleaf's electronic communications systems, including but not limited to computers, e-mail, connections to the Internet and World Wide Web (e.g., Seedleaf's website, Seedleaf's social media accounts) voice mail, video conferencing, facsimiles, and telephones. Any other form of electronic communication used by employees currently or in the future is also intended to be encompassed under this policy. Every employee of Seedleaf is subject to this policy and is expected to read, understand, and comply fully with its provisions.

#### **2. Rules**

It may not be possible to identify every standard and rule applicable to the use of electronic communications devices. Employees are therefore encouraged to use sound judgment whenever using any feature of the communications systems. If you have questions about this policy, ask the Executive Director. In order to offer employees some guidance, the following principles and standards should be clearly understood and followed:

- a. Seedleaf's policy against unlawful harassment, including sexual harassment, extends to its electronic communications systems. In keeping with

that policy, employees should not use any electronic communications device in a manner that would violate that policy. Seedleaf's anti-discrimination policies also extend to the use of its electronic communications systems. Any employee who uses any electronic communications device will therefore be subject to disciplinary action, including the possibility of immediate termination, for use of such a device in any manner that violates Seedleaf's anti-discrimination policies or commitment to equal employment opportunity.

b. Employees may not use any electronic communications device for a purpose that is found to constitute, in Seedleaf's sole and absolute discretion, a commercial use that is not for the direct and immediate benefit of the organization.

c. Employees may not use any electronic communications device in a manner that violates the trademark, copyright, or license rights of any other person, entity, or organization.

d. Employees may not use any electronic communications device in a manner that infringes upon the rights of other persons, entities, or organizations to proprietary, confidential, or trade secret information.

e. Employees may not use any electronic communications device for any purpose that is competitive, either directly or indirectly, to the interest of Seedleaf or for any purpose that creates an actual, potential, or apparent conflict of interest with the organization.

f. Employees may not use any electronic communications to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

### **3. Access**

Seedleaf retains the right and ability to enforce this policy and to monitor compliance with its terms. While computers and other electronic devices are made accessible to employees to assist them to perform their jobs and to promote the organization's interests, all such computers and electronic devices, whether used entirely or partially on Seedleaf's premises or with the aid of Seedleaf equipment or resources, must remain fully accessible to Seedleaf and, to the maximum extent permitted by law, will remain the sole and exclusive property of the organization.



Employees should not maintain any expectation of privacy with respect to information transmitted over, received by, or stored in any electronic communications device owned, leased, or operated in whole or in part by or on behalf of Seedleaf.

The organization retains the right to gain access to any information received by, transmitted by, or stored in any such electronic communications device, by and through its representatives at any time, either with or without an employee's or third party's knowledge, consent, or approval.

Employees who are provided access to computers must advise the Executive Director of any password they use to gain access to computers or the Internet, as well as any change to such password, if requested by the Executive Director.

#### **4. Compliance**

Employees who violate any aspect of this policy or who demonstrate poor judgment in the manner in which they use any electronic communications device will be subject to disciplinary action, up to and including the possibility of termination.

#### **5. Workplace Monitoring**

Workplace monitoring may be conducted by Seedleaf to ensure quality control, employee safety, security, and job satisfaction. All equipment, furniture, files, documents, and workspace furnished to Seedleaf employees are the property of Seedleaf, and as such, may be monitored or accessed.

### **SEPARATION**

Either Seedleaf or the employee may initiate separation. Seedleaf encourages employees to provide at least two weeks (10 days) written notice prior to intended separation. After receiving such notice, an exit interview may be scheduled by the Executive Director or her/his designee. The Executive Director has authority to employ or separate all other employees.

Circumstances under which separation may occur include:

**Resignation.** Employees are encouraged to give at least 10 business days of written notice. Since a longer period is desired, the intention to resign should be made known as far in advance as possible. Employees who resign are entitled to receive accrued, unused Vacation benefits.

Termination or Lay-off. Under certain circumstances, the termination or lay-off of an employee may be necessary.

The Executive Director has authority to discharge an employee from the employ of Seedleaf. As stated above, all employment at Seedleaf is “at-will.” That means that employees may be terminated from employment with Seedleaf with or without cause, and employees are free to leave the employment of Seedleaf with or without cause. Reasons for termination may include, but are not limited to:

- Engaging in discriminatory or abusive behavior, including sexual harassment.
  - Negligence in the performance of duties likely to cause or actually causing personal injury or property damage;
  - Fighting, arguing or attempting to injure another;
  - Destroying or willfully damaging the personal property of another, including Seedleaf’s property;
  - Using Seedleaf property or services for personal gain or taking, removing or disposing of Seedleaf’s materials, supplies or equipment without proper authority;
  - Theft;
  - Carrying or possessing firearms or weapons on Seedleaf property;
  - Breach of confidentiality;
  - Falsifying or withholding information on your employment application that did or would have affected Seedleaf’s decision to hire you (this conduct will result in your immediate termination);
  - Falsifying or withholding information in other personnel records including annual reviews;
  - Performance at work below a level acceptable to Seedleaf or the failure to perform assigned duties;
  - Failure to complete required time records or falsification of such time records;
- and
- Insubordination

At the sole discretion of the Executive Director, the employee may be asked to leave immediately or be given a period of notice.

### **Return of Property**

Employees are responsible for Seedleaf equipment, property and work products that may be issued to them and/or are in their possession or control, including but not limited to:

- Credit cards,
- Office/building keys,

- Computers, electronic/voice mail codes, and
- Intellectual property (e.g., written materials, work products).
- Hand tools, power tools, and motor powered devices

In the event of separation from employment, or immediately upon request by the Executive Director or his or her designee, employees must return all Seedleaf property that is in their possession or control. Where permitted by applicable law(s), Seedleaf may withhold from the employee’s final paycheck the cost of any property, including intellectual property, which is not returned when required. Seedleaf also may take any action deemed appropriate to recover or protect its property.

## **SEEDLEAF’S GENERAL VAN AND TRUCK POLICY**

The purpose of this policy is to outline various obligations of Seedleaf, Inc. Board of Directors and employees with respect to motor vehicles owned, rented or leased by Seedleaf (“Seedleaf Vehicles”).

**Policy.** Only Authorized Drivers (defined below) are permitted to drive a Seedleaf Vehicle. Use of a Seedleaf Vehicle is restricted to authorized Seedleaf activities and may not be used for personal reasons. Authorized Drivers of a Seedleaf Vehicle must observe all safety, traffic, and criminal laws of the Commonwealth of Kentucky and the requirements of this Policy.

### **Authorized Drivers and Driver Eligibility.**

1. *Definition of Authorized Driver.* An “Authorized Driver” means an individual who meets ALL of the following criteria:

- (a) the individual is a member of the Seedleaf Board of Directors, a Seedleaf employee or a volunteer who has been specifically authorized by the Executive Director to drive a Seedleaf Vehicle;
- (b) the individual must have a current valid driver’s license issued by the state in which the driver is a resident; and
- (c) the individual must have an acceptable driving record as determined (i) by the policies of the insurance carrier providing the insurance coverage for the Seedleaf Vehicles and (ii) by management of Seedleaf.

2. *Driving Records; Unacceptable Driving Records.* Driving records may be requested any time. As a nonexclusive guideline for management’s determination as to whether an individual’s driving record is acceptable, the following are examples of unacceptable driving records:

- suspended or revoked license;

- any combination of two (2) or more moving violations or accidents in the past 36 months;
- one (1) or more DUIs within the past 36 months; or
- reckless driving within the past 36 months.

**Insurance.** Seedleaf will carry auto insurance providing property damage and liability insurance coverage to Authorized Drivers engaged in Seedleaf business while driving a Seedleaf Vehicle. The policy shall contain coverage limits as determined by the Board of Directors from time to time.

**Documents to Be Retained in Seedleaf Vehicles.** The following documents shall be carried in each owned Seedleaf Vehicle at all times: a valid insurance card, vehicle registration and a copy of this Driver Policy.

**Safety and Inspections of Seedleaf Vehicles.** To retain the safety and integrity of Seedleaf Vehicles, Seedleaf will conduct routine motor vehicle maintenance according to manufacturer specifications. Authorized Drivers are required to conduct a visual pre-trip vehicle inspection, which includes tires, windshield wipers, brakes, mirrors and lights, and report any needed repairs to the Executive Director promptly.

**Accidents.** In the event that you are involved in an accident, please follow these instructions:

1. *Immediately Contact 911 and Seedleaf.* Notify 911 and then call the Executive Director of Seedleaf.

2. *Obtain the Following Information.* When an accident involves another vehicle, obtain the following information:

Driver's name (and owner's name if different from the driver)

Address

Telephone number

Name of insurance company and policy number

VIN, vehicle year, make and model

Vehicle license plate number

Pictures of the damage, if possible

3. *Obtain Information of Investigating Officers.* If possible, obtain the name, badge number, department name and address of any investigating law enforcement agency representatives.

4. *Provide Information; **Do NOT Admit to Guilt or Agree to Settlement!*** Identify yourself and show your driver's license and insurance identification card. Do not discuss Seedleaf's insurance policy other than to provide the policy number and the name of the insurance company. Do not

assume the blame for the accident, and, above all, do not agree to any settlement. **REMEMBER**  
**– you do NOT have authority to bind Seedleaf!**

5. *Cooperate But Avoid Commentary.* Cooperate with the investigating law enforcement officers. Answer their questions factually and avoid commentary beyond that. Do not insist that a citation be issued to the other operator. Despite your opinion, the officer may be trying to decide responsibility for the accident, and an overly aggressive attitude on your part may result in a decision against you. In a given situation, the officer might ask if you want a citation issued to the operator. If so, answer in the affirmative and explain that this is Seedleaf's preference.

6. *Injuries.* Note if there are any injuries reported by anyone involved in the accident.  
*Traffic and Parking Violations.* All traffic and parking violations are to be reported to the Executive Director. Drivers are personally responsible for any traffic and/or parking citations (tickets) that may be issued as a result of operating a Seedleaf Vehicle.

Authorized Drivers shall drive safely by exercising due diligence and obeying traffic laws and by complying with the following safety rules:

- Seat belts must be used at all times.
- Loose items must be secured before driving the Seedleaf Vehicle.
- Authorized Drivers shall be alcohol and drug free. This includes prescription and non-prescription drugs that may impair a driver's judgment or driving ability. New and current employees may be asked to submit to drug testing.
  
- Driving should be avoided when weather conditions are hazardous.
- Cell phones shall be turned off or on vibrate while the vehicle is moving.
- Telephone calls should not be answered while driving; voicemail should be used to handle calls.

**If an Authorized Driver needs to place or receive a call, then they should pull off the road to a safe location and stop before using the phone. No texting while driving.**

**Employee Discipline.** A Seedleaf employee who is an Authorized Driver who violates this policy may, at a minimum, lose driving privileges of Seedleaf Vehicles. The employee may also be subject to additional disciplinary measures, including, but not limited to, termination.

## **TOOL USAGE**

The use and maintenance of tools for garden/farm labor requires ongoing care to guarantee the lifespan of Seedleaf Equipment. The following guidelines must be followed by all Seedleaf staff:

- Mud and dirt needs to be removed from tools after each use with water and dried.
- Sunflower or Linseed oil needs to be applied to tools regularly.
- All tools must be brought inside after every work session and secured in locked storage. Leaving tools in the garden or field is absolutely prohibited.
- Employees who repeatedly break or loose tools (3 or more incidents a year) will be asked to pay for their replacement.
- All Seedleaf tools must be place in storage at the Seedleaf Community Farm or at the London Ferrell Community Garden Shed at the end of the growing Season.

Tool Sharpening will be undertaken annually in Spring and paid for by Seedleaf.

## **Important Employee Contacts**

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Board President Erin Ruhl

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