

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the 12th day of July 2021, 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 **CENTRAL MUSIC ACADEMY**, with offices located **644 GEORGETOWN STREET, 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. Government hereby retains Organization for the period beginning on **July 1, 2021**, and continuing for a period of one (1) year 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.

2. Government shall pay Organization the sum of **\$23,000** for the services required by this Agreement, said services being more particularly described in the Addendum attached hereto and incorporated herein by reference as Exhibit A, one-half (1/2th) of which shall be payable in September 2021 or shortly thereafter upon receipt of an invoice, with one-half (1/2th) payable in January 2022 or shortly thereafter upon receipt of an invoice and the first six month detailed program report., **The first invoice required by this section shall be submitted by September 17th, 2021. The second invoice and the first six month detailed program report shall be due January 21st 2022. A detailed program report shall be submitted by April 15th, 2022. A year-end program report shall be submitted by July**

22nd, 2022. Failure to submit the April 2022 program report and the July 2022 year-end program report shall result in the Organization repaying one-half (1/2th) of total funds provided under this Agreement. 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.

3. 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.

4. Organization shall perform all duties and services included in the Addendum 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 the Addendum 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

5. Organization shall indemnify, defend and hold harmless Government, its officers, agents and employees, from and against any and all liabilities, claims, demands, losses, damages, costs, and/or expenses arising out of, from, relating to, and/or based on the Organization's violation of any such laws, ordinances or regulations or Organization's breach of this Agreement.

6. 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.

7. 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 the addendum attached hereto.

8. 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.

9. 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.

10. 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.

11. 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.

12. This instrument, and the Addendum incorporated herein, 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.

13. 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.

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

For Organization:

Central Music Academy

Attn: _____

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

CENTRAL MUSIC ACADEMY

BY: Linda Gorton
Linda Gorton, Mayor

BY: Erin Walker Bliss
Title: Art Director

ATTEST:

Margerie Sommer
Clerk of the Urban
County Council



Lexington-Fayette Urban County Government

Request for Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #10-2021 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 **May 14, 2021**.

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 **April 30th, 2021 at 10:00AM 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, _____Erin Walker_____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____Erin Walker_____ and he/she is the individual submitting the proposal or is the authorized representative of _____the Central Music Academy_____, 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.

Erin Walker

STATE OF Kentucky _____

COUNTY OF Fayette _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 2021.

My Commission expires: _____

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.

Erin Walker

Signature

Central Music Academy
Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Central Music Academy

| 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 | 4 | | 4 | | | | | | | | | | | | | | |
| Professionals | 24 | 11 | 10 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 14 | 10 |
| Superintendents | | | | | | | | | | | | | | | | | |
| Supervisors | | | | | | | | | | | | | | | | | |
| Foremen | | | | | | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | | | | | | |
| Protective Service | | | | | | | | | | | | | | | | | |
| Para-Professionals | | | | | | | | | | | | | | | | | |
| Office/Clerical | | | | | | | | | | | | | | | | | |
| Skilled Craft | | | | | | | | | | | | | | | | | |
| Service/Maintenance | | | | | | | | | | | | | | | | | |
| Total: | | | | | | | | | | | | | | | | | |

Prepared by: Erin Walker, CMA Director Date: 05 / 12 / 21

(Name and Title)

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.

Erin Walker _____
Signature

5/12/2021 _____
Date



PROPOSAL SUBMITTAL FORM

Agency Information

Agency Name: Central Music Academy

Mailing Address: 644 Georgetown St Lexington KY 40508

Street Address: 644 Georgetown St Lexington KY 40508

Phone: (859) 221 - 2190

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

Website Address: www.centralmusicacademy.org

Agency Representative (*typically the Executive Director - Name, Title, Phone, Email*):
Erin Walker, CMA Director, 859-221-2190, centralmusicacademy@gmail.com

Person Completing Application (*Name, Title, Phone, Email*):
Erin Walker, CMA Director, 859-221-2190, centralmusicacademy@gmail.com

Program Information

Name of program for which funds are being requested: CMA 2021-2022 Enrollment Initiative

Total Funding Amount Requested: \$ 35,100

RFP #11-2021 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.

The Central Music Academy's mission is to provide economically disadvantaged children with free musical training. We believe that music can take you anywhere--it can change lives, transform communities and make the unimaginable possible. However, music lessons are often prohibitively expensive. Therefore, we offer quality, free music education to low-income youth—but those lessons are just the beginning. CMA is both a solid foundation and a springboard for our students to realize their untapped potential. The education they receive here provides stability and mentorship, developing musical skills but also increasing discipline, self-esteem and creative thinking that can be carried into their communities and through the rest of their lives—empowering them through music.

CMA recently moved to a space in the West End, where over 80% of students qualify for free/reduced lunch, and who would, because of their income levels, not have access to private musical studies through other avenues. (There is another program, MusicWorks, that reaches a low-income population—but they only offer ensembles, not private lessons.) With the ESR grant's generous support this past year, we have increased our neighborhood presence, reaching 10% more West End children than in prior years. However, we still have a waiting list of over 70 children from areas across the city who we cannot afford to include in our private and group lesson programs without substantial additional support. Therefore, we seek funding for our 2021-2022 Enrollment Initiative, which would provide free weekly private music lessons for 30 low-income Lexington children ages 8-18.

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.

To achieve desired results of empowering low-income kids through free quality private music lessons, we will:

- 1) hire highly-qualified instructors (resumes/CVs are vetted, with earned degrees in music performance/education preferred)
- 2) ensure student private lesson plans align with Kentucky music education standards
- 3) center instruction on the importance of mentoring each student in a one-on-one, individualized setting
- 4) partner with arts programs on both a local (CKYO, LexArts, Kentucky Arts Council) and national level (Berklee City Music Network, National Arts Education Network)
- 5) regularly speak with the students and their parents about our programs and whether the structure of lessons and group classes are meeting their needs

Scheduling:

- 1) First week of private lessons in the 2021-2022 Enrollment Initiative: July 1, 2021. The program would run through June 30, 2022, providing for 40 weeks of annual instruction for each student (and accommodating for a few canceled lessons for each student for holidays, school concert conflicts, or weather closures).
- 2) Each student will receive a free weekly half-hour lesson (currently taught online through Zoom, FlipGrid, and FaceTime, though we hope to be back to some in-person lessons starting this summer)
- 3) Every month will feature at least one concert or recital where the kids can perform as soloists or in small groups (currently pre-recorded or held live online through Facebook Live, Zoom, and FlipGrid, though we hope to be back to in-person concerts, including pop-up shows at Railbird, Tahlsound, and other local festivals, this fall)

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.)

To receive free lessons at CMA, students must be between the ages of 8 and 18 and qualify for free/reduced lunches in one of the Fayette County Public Schools. To specifically qualify for the 2021-2022 Enrollment Initiative, students will need to be new applicants to CMA's private lesson programs (though they do not have to be beginning musicians; we accept enrollees of all training levels/musical backgrounds).

Students register for lessons through an online or printed application form, which includes a brief essay about why they feel they would benefit from lessons at CMA and a checkbox for their guardian to verify they qualify for free/reduced lunches at school. We plan semesterly organizational capacity based on two criteria: funding availability and scheduling. Normally we enroll 90-110 students in private lessons every semester, and typical attrition rates mean student lists turn over by about 10-20 kids annually. When we don't have adequate funding to support the enrollment of new students, we maintain a waiting list, which currently has over 70 names on it.

Once accepted into CMA, students are eligible to remain in our programs through the summer after they graduate from high school, provided that they a) come prepared for each lesson (meaning they have brought their assignment folder and their instrument, they have practiced their assigned études and pieces, and they show a positive and attitude toward learning), and b) that they perform in at least one student recital and one outreach event per year.

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.

In addressing our aim of providing quality, free one-on-one music education to economically disadvantaged young people in Lexington, we consider data from studies led by the National Guild for Community Arts Education, the Arts in Education Network, the Music Makes Us Organization, and others. This data indicates that indeed, many low-income children do not have access to quality music education. It also illustrates that early exposure to music has been shown to enhance language, math, and reasoning skills; increase problem-solving ability; improve memory; encourage life skills such as personal responsibility and confidence; and encourage students to think creatively.

In order to follow best practices, CMA teachers and staff collaborate to align our lessons and group classes with both the Kentucky and National Standards for Music Education. Our semesterly student post-tests from last fall, for example, show the following:

98% of students report their musical skills improved
87% report one-on-one lessons made them feel listened to and valued
83% report practicing for lessons and recitals helped their goal setting abilities and perseverance
86% report performing during recitals improved their self confidence
71% report that their grades improved after studying at CMA

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?

With the Enrollment Initiative, we hope to a) improve impoverished clients' access to musical training by including 30 new kids in our program, b) provide one-on-one mentoring, building musical skills, introducing world cultures, and promoting self-confidence, responsibility, and discipline in high-risk youth, c) improve students' placements in school musical ensembles, and stimulate participation in advanced non-school music ensembles/solo competitions/theater productions/etc., and d) improve graduation and college attendance rates for our students, as compared to local and state averages.

In terms of meeting criteria for success with current students, please see the data included in our response to question 5.1.4. Regarding past students: since our inception in 2004, CMA has given more than 45,000 free lessons to 1500+ students who wouldn't otherwise have had access to private lessons. They have successfully auditioned into arts magnet schools, all-district/all-state ensembles, plus university music programs. CMA students have a 100% high school graduation rate as compared to the local average of 90.5%; 99% of them also go on to college-- with at least 15% employing music scholarships to help pay for school.

Overall, our philosophy is to provide quality services that enhance the emotional, cognitive, social, and physical wellbeing of those with whom we interact—and we consider our programs successful if we receive regular feedback indicating that we are consistently meeting those goals for each individual child. This feedback comes both anecdotally and through formative and summative assessment initiatives (specifically detailed in question 5.2.3) tracking student and program 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.)

Though CMA is not a huge organization, we have a good deal of anecdotal feedback that indicates private lessons are providing a deep educational impact and important life experience for the students involved.

CMA parent Michelle writes, "My son Donovan is in 4th grade and they are not teaching band classes for his grade level at school. Playing in CMA's Zoom Steel Band and taking private drums lessons at CMA has helped him build up his confidence. He practices every day on his drum pad, even for his puppy. He gets excited every time he has a class and looks forward to learning new things and new songs. He even plays for his friends and family!" And Noah, a CMA alumnus who is now a Senior at UK, writes, "At 13, I got involved with CMA when I was given an opportunity I never would've had otherwise, due to my financial circumstances - to study music privately. At the time I was considering quitting music altogether and, ultimately, my time as a student and later as a teacher at CMA changed the course of my life. I gained the confidence necessary for me to cultivate a love for music that will last forever. Thanks to CMA, I came to UK on a hefty scholarship where I am now studying Arts Administration so I can provide similar opportunities to other youth. I owe CMA a debt of gratitude I will be repaying my whole life through playing and teaching music."

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.**

CMA's assessment strategies were developed in collaboration with UK's Music Education faculty. We utilize a pre-test when any student begins at CMA, asking about the student's past exposure to musical instruments to assess their skill level and background. We follow-up on this pre-test with formative and summative assessment initiatives (post-tests) to track student/program success on a weekly, monthly, and semesterly basis. (Selected post-test data included in 5.1.4.)

Weekly documents include:

1. lesson plans (demonstrating objectives, standards achieved, lesson structures, and contexts for student learning)
2. assessment/assignment forms (records of attendance, attitude, goals met or missed, and practice habits)

Semesterly documents include:

1. semester pre-tests, laying out goals for lessons
2. semester evaluation forms (student and teacher perceptions of the goals achieved during the semester)
3. jury evaluation rubrics (teacher critiques and student self-assessments of musical skills in end-of-semester juries)

Based on evaluation results, we adjust lesson plans and schedule masterclasses to address areas of student need/interest. For example, a trumpet student was Ukrainian and wanted to study music that connected to his ethnic background, so his teacher added some Ukrainian hymns to his study plan. And we created our Wee Move and Groove class to reach out to preschool-aged kids because many families commented about the lack of musical opportunities for very young children of low-income families.

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.

CMA's director has two doctorate degrees in music and is on the UK music faculty, and she coordinates programming activities. CMA's assistant director, who has a background in communications and arts management, works with the director to organize lessons, hire teachers, and monitor student progress. Our marketing and community engagement coordinator, who has a degree in strategic marketing, schedules outreach concerts and manages volunteers.

CMA teachers give the weekly lessons; as such, they're responsible for planning the overarching musical curriculum. They are hired based on resumés, references, and interviews. The 100+ teachers who have worked here over the years hold bachelor of music degrees from a number of conservatories and universities, and approximately half of them have completed master's or doctorate degrees in music. Current teachers (who include Ross Whitaker, Linda Jean Stokley, Nathan Kiser, Emily Rush, Richard Young, and Igor Bogdanic, among others) perform with groups like the Lexington Philharmonic, the Lexington Singers, and the Lexington Bach Choir. A number are well known in the jazz and folk scenes (the DiMartino-Osland Jazz Orchestra, the Local Honeys). We believe our teachers' performing and educational activities set them up as great role models for our students, and we are confident our students are receiving the highest-quality education possible.

Though this initiative will add new students to our roster, our strategic and development plans allow for corresponding categorical spending increases, and both our space and our instructors can accommodate more lessons. Therefore, we are confident that we won't strain our organizational capacity.

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 Childhood and Youth Development? 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.

CMA partners with arts programs on both a local (CKYO, LexArts, Kentucky Arts Council) and national level (Berklee City Music Network and the National Endowment for the Arts). For more than a decade, the KAC has generously provided us with funding support, as has LexArts, but in addition to that, both organizations, and also the BCMN, provide us with information capital (training sessions for fundraising, board development, community engagement, data management systems, etc.). CMA's partnership with UK provides us with qualified instructors, via regular recommendations from UK's voice, percussion, string, woodwind, and piano studio coordinators. We've partnered with the UK Opera, LPO, the Lexington Children's Theater, Bluegrass Youth Ballet, and the Lyric Theater to provide over 100 CMA students and family members with free event tickets. Other local organizations with whom we partner include the Robert H. Williams Cultural Center (we rent space there, plus they promote CMA's outreach programs in our immediate neighborhood), LFUCG Partners for Youth, CKYO, the Plantory, VisitLex, the Railbird Festival, the YMCA, and the Carnegie Center.

Traditionally, board members are more involved in policy setting and fundraising than in programming, but they attend CMA events and support our programs with regular volunteering schedules.

We are fortunate to have regular funding support from LFUCG, LexArts, the Kentucky Arts Council, the National Endowment for the Arts, and the BlueGrass Foundation, and we have corporate partnerships with the Railbird Festival, Traditional Bank, Central Bank, Kinetic Vet, Rood and Riddle, Omega Farm, WUKY, Hurst Music, and West Sixth Brewing.

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?

CMA's target audience is children who are economically disadvantaged, between the ages of 8 and 18, and who live in Lexington. CMA does not discriminate on the basis of race, religion, gender, sexual orientation, or ethnic origin, and we welcome children of all abilities, including those with physical or other disabilities.

40% of CMA's current students identify as African American, 28% as Caucasian, 27% as Hispanic, and 5% as Asian/Pacific Islander. 39% are between 8 and 12, and 61% are between 13 and 18. 62% are female, 37% male, and 1% are nonbinary. To ensure we are reaching minority populations, we collaborate with community organizations: the West End Community Partners, the Black Achievers, Black churches such as First African Baptist, and the Hispanic Education Association. When necessary, we seek additional services to address language barriers in parent meetings and during lessons.

At CMA, like on the Mayor's Commission for Racial Justice and Equity, we are trying to help dismantle the systemic racism and intergenerational subjugation that has affected so many in our community. We are engaged in DEI training with Dr. Derrick Gay, an esteemed Chicago-based professional. In particular, we are focusing on intercultural competency, understanding individual and collective worldviews, exploring the perspectives of others, and learning strategies to foster and sustain a diverse and inclusive organization. We are also developing an anti-racism plan and a DEI-centered strategic plan. Moving forward, we are actively seeking to diversify our board, staff, and teachers to more accurately reflect the community we serve.

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 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 2022. It requests the allocation of all projected funding amounts (City and non-City sources) for anticipated FY 2022 program expenditures.

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

Agency Name Central Music Academy

Program Name 2021-2022 Enrollment Initiative

FY 2022 (July 1, 2021 - June 30, 2022) Total Program Budget

| | | Column A Total Program Budget [= B+C] | Column B ESR Grant Funding Request | Column C Non-ESR Program Funding [A-B] |
|---|---|---|--|--|
| 1. Staff Salaries for Program | # of Employees: | | | |
| <i>Full-Time (FTE)</i> | 1 | 40,100 | 6,600 | 33,500 |
| <i>Part-Time</i> | 3 | 17,000 | 3,000 | 14,000 |
| | Total Salaries | 57,100 | 9,600 | 47,500 |
| 3. Consultant Services | \$ | 3,500 | 2,000 | 1,500 |
| <i>list details</i> | Consultant for diversity, equity, and inclusion strategic planning | | | |
| 4. Space/Facilities | \$ | 5,760 | 5,000 | 760 |
| <i>list details</i> | We rent approx. 3000 square feet in the Robert H. Williams Cultural Center for a total cost of \$1200/month; this students in this program would utilize about 40% of that space. | | | |
| 5. Operating Expenses | \$ | 400 | 200 | 200 |
| <i>list details</i> | Phone, internet | | | |
| 6. Scholarships / Stipends | \$ | 21,000 | 17,500 | 3,500 |
| <i>list details - numbers & amounts</i> | Teaching artist payments for private lessons: \$17.50/lesson, 30 lessons/week, 40 weeks/year | | | |
| 7. Other | \$ | 1,600 | 800 | 800 |
| <i>list details</i> | Instruments and materials (purchase and rental costs, tuning, sheet music, staff paper, ink, etc.) | | | |
| 8. TOTAL FY22 PROGRAM BUDGET | \$ | 89,360 | 35,100 | 54,260 |

Cost per Program Participant: \$ 2,995

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*): Erin Walker

Title: CMA Director

Date: 5/12/2021