

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this 15th ^{June} day of ~~May~~, 2017, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS 67A, (hereinafter referred to as the "Government"), 200 East Main Street, Lexington, Kentucky, 40507 and **YMCA OF CENTRAL KENTUCKY**, 381 W. Loudon Avenue, Lexington, Kentucky, 40508 (hereinafter referred to as the "Association").

RECITALS

WHEREAS, the Government desires to provide programming for youth, serviced and living in the area of Black and Williams Neighborhood Center; and

WHEREAS, the Association and Fayette County Public Schools have entered into an Agreement to provide the Power Scholars Academy Summer Program (hereinafter referred to as the "Summer Program") for 120 students currently attending Booker T. Washington Elementary School, who are also serviced by the Black and Williams Neighborhood Center; and

WHEREAS, the Government wishes to collaborate with the Association in the provision of this Summer Program;

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein expressed, the Government and Association agree as follows:

- (1) The Government hereby retains the Association to provide the Summer Program, more particularly described in the "Power Scholars Academy Summer Program Agreement" attached hereto and incorporated herein as Exhibit A.

(2) The Government shall pay the Association a one-time payment in the amount of **Ten Thousand and 00/100 Dollars (\$10,000.00)**, to be used exclusively towards the provision of this Summer Program and for no other services;

(3) The term of this Agreement shall be consistent with the duration of the Summer Program, which will begin on June 12, 2017 and end on July 14, 2017.

(4) The Association shall perform all duties and services included in Exhibit A, faithfully and satisfactorily at the time, place, and for the duration prescribed herein.

(5) The Association 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 shall indemnify Government, its officers, agents and employees against any claim or liability arising from and based on the Association's violation of any such laws, ordinances or regulations.

(6) The Association shall, on such forms as the Government shall provide, submit to Government a final report and financial statement which will summarize the activities regarding the services enumerated in the addendum attached hereto.

(7) Books of accounts shall be kept by the Association and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Association. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Association, shall be maintained at the principal place of business of the Association as set forth in this Agreement. Government shall have free and complete access to the books, papers and

affairs of the Association, 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 Association, 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.

(8) Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Association. 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 Association, nor to constitute the Association as an agent of the Government.

(9) The Association 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, shall promote equal employment through a positive, continuing program of equal employment, 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.

(10) The Association 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 Association conducts business.

(11) This instrument, and Exhibit A, 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.

(12) 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. The terms and conditions of this Agreement may be extended or amended at any time by mutual agreement of the parties in writing. Modifications to the Agreement shall be in compliance with the Notice section of this Agreement.

(13) All notices allowed or required to be given hereunder must be in writing dispatched by United States mail, or hand delivered to the parties at the following:

FOR GOVERNMENT:

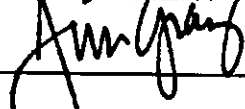
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
Attn: Chris Ford
Social Services Commissioner

FOR ASSOCIATION:

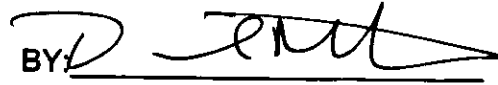
YMCA of Central Kentucky
381 W. Loudon Avenue
Lexington, KY 40508
ATTN: Jessica Berry
Vice-President, Youth Development

IN WITNESS WHEREOF, this Agreement is executed as of the day first written above.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: 
Jim Gray, Mayor

YMCA OF CENTRAL KENTUCKY

BY: 
David Martorano
President & CEO

POWER SCHOLARS ACADEMY™ SUMMER PROGRAM SCHOOL AGREEMENT

School/District: Fayette County Public Schools and Booker T. Washington Elementary

YMCA: YMCA of Central Kentucky

Year: 2017

The following is a binding agreement (the "Agreement") by and between Fayette County Public Schools and YMCA of Central Kentucky, a non-profit corporation with its principal office at 381 W. Loudon Avenue, Lexington, KY 40508, (the "Association"). The Association will provide educational services to 120 students, currently attending Booker T. Washington Elementary. The Power Scholars Academy ("PSA") Summer Program will take place at the Booker T. Washington Elementary and will serve students in grades and configurations determined collaboratively by the school and the Association (see Appendix A).

WHEREAS the Association has as one of its missions to transform the academic achievements, self-confidence, and life trajectories of children living in under-resourced, urban communities;

WHEREAS the PSA Summer Program is designed to build academic skills in reading and in math and to encourage positive youth behavior and improved self-image;

WHEREAS the Association and Fayette County Public Schools (FCPS) have an ongoing relationship in which the Association provides afterschool opportunities with transportation to the North Family YMCA and Central Kentucky Swims for Booker T. Washington Elementary and entering into this agreement further enhances the partnership



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between FCPS, Booker Washington Elementary and the Association for the benefit of scholars;

Pursuant to the conditions stated herein, the Association agrees to provide to Booker T. Washington Elementary students ("Students" or "Scholars") the PSA Summer program (the "Services") in partnership with FCPS and according to the following terms:

A. Association Commitments:

The Association will provide Services as follows:

- PROGRAM SUMMARY:** The PSA Summer Program ("Program") is a program for up to one hundred twenty (120) students currently in grades K-4 at the Booker T. Washington Elementary. Scholars will be grouped in Clusters (classrooms) of up to twenty (24) students per cluster by grade. Each Cluster will be staffed by one (1) Instructional Coach for the entire site, one (1) Academic Teacher for the academic portion of the program day, one (1) Enrichment Teacher for the enrichment component of the program day and, one (1) Assistant Teacher for the entire program day. Please see Appendix A for a more detailed Program Summary.
- PROGRAM DURATION:** The Program will begin on June 12, 2017 and end on July 14, 2017 (the "Program Period"). When the principal or FCPS closes school due to weather or other conditions, the Association will also close the Program for Scholars. These days will not be made up at the end of the Program period.

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3. **HOURS:** The Program will operate for eight (8) hours per day, five days per week (Monday through Friday), for five (5) weeks. The Program will begin each day at 8am and end at 3pm.

4. **STUDENT ELIGIBILITY FOR ENROLLMENT:** The Association and Booker T. Washington Elementary will determine eligibility criteria for student enrollment in the Program. Once determined, the Association will be responsible for enrolling Scholars. Scholars will be considered to be enrolled once all enrollment forms are completed and they have participated in at least one Program activity.

5. **STUDENT ENROLLMENT PROCESS:** Using the eligibility guidelines agreed upon with the Booker T. Washington Elementary, the Association will enroll students into the Program. The Association will hold information sessions for parents, as appropriate, and conduct additional outreach via mail, phone, email, and backpack express. The Association will require that each family complete an enrollment application with contact, medical and emergency information. This form will also include a Consent Form for the taking of photographs, videos, and audio recordings, and sharing of student information data. The Association reserves the right to postpone the start date of any individual Scholars whose paperwork is not complete.

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6. **STUDENT ATTENDANCE DATA:** Student attendance data for the Program will be provided to the principal(s) of the school(s) within sixty (60) days of the last day of the Program.
7. **STUDENT RETENTION & REPLACEMENT:** Should any Student withdraw from the Program in the first week, the Association may replace that Student with a Student from a waitlist, as appropriate. Students withdrawing from the Program after the first week of the Program will not be replaced and will be considered “enrolled” for the purpose of meeting the Program enrollment goal.
8. **PROGRAM CONTENT:** The Program will include academics, enrichment courses, guest speakers, field trips and community service projects. English language arts and mathematics lesson plans, linked to state and national standards, will be provided four days per week, Monday through Thursday. Enrichment courses will be offered four days per week, Monday through Thursday. Every Friday, Students will participate in one or more of the following enrichment activities: field trips, guest speakers, cultural celebrations, field days, and/or community service projects.
9. **ACADEMIC CURRICULUM:** The Association will provide all academic curriculum, testing materials, instructional supplies, and classroom materials including books, paper, pencils and pens.
10. **ENRICHMENT CURRICULA:** The Association will supply all curriculum and supplies required to support enrichment clubs.

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- 11. FIELD TRIPS:** For all field trips, the Association will pay all admissions fees for Program Scholars, teachers, assistant teachers and adult chaperones. In coordination with district preferred bus provider, the Association will pay for bus transportation to and from field trips as the field trip budget allows.
- 12. BEHAVIORAL MOTIVATORS:** The Association will use a variety of methods during the Program to motivate good attendance and behavior. These will vary by site and grade, and may include such techniques as public recognition, gift lotteries, nominal rewards, and gift cards.
- 13. STUDENT ASSESSMENT & DATA SHARING:** The Association's Program Lead and a member of the National PSA Program Leadership Group will meet with principals or their designees to discuss Program assessment and evaluation methods and exchange school and program assessment data. Student academic progress will be measured using the STAR Diagnostic Testing for reading and math, and may also include quizzes or other formative assessments, as appropriate for the program duration. Student performance on the STAR Diagnostic tests will be provided to the principals of participating schools within sixty (60) days of the last day of the program.
- 14. CUSTOMER SATISFACTION DATA:** The Association will conduct customer satisfaction surveys of parents, teachers, and assistant teachers at the end of the Program. The results will be shared with the principals of participating schools within sixty (60) days of the last day of the program.

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15. **RECRUITMENT, HIRING, and TRAINING:** The Association will be responsible for recruiting, hiring, and training Program staff.
16. **EMPLOYMENT STATUS OF BELL PROGRAM STAFF:** Employees hired and paid by the Association for the Program shall be and remain independent contractors and shall not be deemed to be employees of FCPS for any purposes, including wages, payroll taxes, benefits, worker's compensation, unemployment compensation, social security, retirement, minimum wage laws, or any other purpose. Employees hired, in collaboration with the Association, and paid by FCPS shall be and remain employees of FCPS for any and all purposes, including wages, payroll taxes, benefits, worker's compensation, unemployment compensation, social security, retirement, minimum wage laws, or any other purpose.
17. **ON-SITE LEADERSHIP and TRAINING:** The leadership teams at Program sites will consist of the Site Manager (day-to-day on-site director) and an Instructional Coach (teacher coach). The Association is responsible for recruiting and hiring staff for those positions and providing training to the entire leadership team through webinars, on-line learning and classroom instruction. All members of the leadership team must complete all training requirements, including their participation in the teacher/assistant teachers training sessions.
18. **TEACHING STAFF and TRAINING:** The Association is responsible for hiring one (1) Instructional Coach, five (5) Academic Teachers, five(5)

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Enrichment Teachers, five (5) Assistant Teachers and providing training to the teaching staff through webinars, on-line learning, and classroom instruction. The Association will collaborate with Booker T. Washington Elementary personnel to screen potential teaching staff members as appropriate. Participation in all training activities is mandatory for all teaching staff. Such training will take place prior to the Program start date, on dates mutually agreed upon by both the Association and the Booker T. Washington Elementary. Booker T. Washington shall have the option to hire one (1) Assistant Program Director to ensure the success of the Program. The Association and Booker T. Washington shall recruit one (1) Parent Ambassador(s) to assist in Scholar enrollment and educate parents about the Program.

19. **COSTS OF, and COMPENSATION FOR, TRAINING:** Training time for the Association staff will be compensated on a stipend basis upon completion of all webinar, eLearning, and classroom training hours. The Association will pay for trainers, training materials, and lunch for all site leadership, teachers and assistant teachers who attend mandatory classroom training.
20. **BACKGROUND CHECKS:** The Association will conduct/coordinate criminal background checks ("CBC") of all individuals employed by the Association who are providing Services to Booker T. Washington Elementary under this Agreement and as required by applicable and current Kentucky and federal law. In addition, all employees who work with FCPS students shall at a minimum be vetted and approved through the FCPS volunteer application process.

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21. **COSTS OF BACKGROUND CHECKS:** The Association shall be responsible for all costs and fees related to the completion of the CBC materials for Program staff.
22. **SUPERVISION OF TEACHING STAFF:** The Association Program Director(s) will manage the teachers at a 24:2 Scholar to teacher/assistant teacher ratio, plus the one (1) Instructional Coach per site.
23. **CLOSING CEREMONY and VISITORS:** All Scholars, staff, parents, and school staff will be invited to attend a Closing Ceremony for the Program. Scholars will be recognized for their work during the Program. The Association reserves the right to invite its staff, funders, partners, and others to any program activities, as appropriate.
24. **SAFETY:** The Association will adhere to Booker T. Washington Elementary and FCPS safety policies. For more information about the Association's policies, see <http://www.vmcackey.org/clientuploads/2016.employeehandbook.final.WEB.pdf>.
25. **INSURANCE:** The Association will provide a certificate of insurance showing that it has professional liability coverage of no less than \$1,000,000.

B. School Commitments

Booker T. Washington Elementary will provide, without charge to the Association, the following:

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1. **CLASSROOM SPACE:** Schools will provide well-lit, climate-controlled classrooms with sufficient desks or tables and chairs and conducive to academic learning and enrichment to accommodate the number of enrolled students (120/24 = 5 classrooms are required).
2. **ACCESS TO FACILITIES:** Schools will provide access to the auditorium, gymnasium, cafeteria and other facilities as needed, including for special events, training or celebrations.
3. **USE OF SPECIALTY ROOMS:** Schools will provide use of the computer lab, library, science labs and/or other specialty classrooms under the Association's supervision as appropriate for Program activities.
4. **ACCESS to AUDIOVISUAL EQUIPMENT:** Schools will provide access to audiovisual equipment as needed.
5. **OFFICE SPACE AND INTERNET ACCESS:** Office space at each school for each of the Association's Program Lead and Site Manager that should, at minimum, include a desk, chair and access to an internet connection, wireless connection (if available in the school), telephone, fax and copy machine.
6. **STAFF MEETING SPACE:** Schools will provide meeting space for Program staff for one hour per week.
7. **STORAGE SPACE:** Schools will provide secure storage space for all Program teaching materials and supplies.

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8. **MEALS:** Schools will provide breakfast and lunch meals for all Students.
9. **BUS TRANSPORTATION:** FCPS will provide bus transportation for Students to and from the Summer Program. The Association will pay for field trip transportation as stated in above.
10. **STUDENT ENROLLMENT SUPPORT:** Principals will assist in establishing criteria for Student enrollment, and facilitating the enrollment process by sharing information with Students and parents.
11. **ACCESS TO STUDENT CONTACT INFORMATION:** Schools will provide, prior to the program, access to contact information of Students for purposes of enrolling Students into the Program.
12. **ACCESS TO STUDENT MEDICAL AND EMERGENCY INFORMATION:** Schools will provide medical and emergency information of students participating in the Program, as permitted by the Student's parent.
13. **ACCESS TO STUDENT ACADEMIC INFORMATION:** Schools will provide academic data about each Scholar from the school system's centralized database, including information on ELL or SPED status and IEPs prior to Program start, if possible, either through principal identification or a report from the district database. The Association has a legitimate educational interest in such information as it relates to Program effectiveness, and will maintain its confidentiality as required by Kentucky and Federal law.

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- 14. OUTREACH and COMMUNICATION TO STAKEHOLDERS:** School principals and their designees will provide reasonable support in outreach activities to teachers and parents to facilitate the staff recruiting and Scholar enrollment processes, as requested by the Association. This may include, for example, posters, distributing fliers, group emails or phone calls, etc. This will require access to school facilities such as the auditorium, gym or cafeteria for Information Sessions as part of the Student enrollment and staff recruiting processes.
- 15. BACKGROUND CHECKS:** Background checks for employees of the Booker T. Washington Elementary are the responsibility of the FCPS, including teachers, bus-drivers, and cafeteria workers, and must be current.
- 16. TRAINING SPACE:** Schools will make its facilities available for training activities, including climate-controlled classrooms, janitorial services, utilities, and, if necessary, security services.
- 17. SAFETY:** Schools will provide their safety policies to Program staff who will be responsible for following such policies.
- 18. JANITORIAL AND SECURITY SERVICES:** Schools will provide janitorial and police/security services during program hours, as required by the school and/or district during the school day/year.
- 19. IT ACCESS:** Schools will provide access to the school system's IT network.

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C. Cost & Revenue

This agreement covers the costs of providing services for up to 120 students in Booker T. Washington Elementary in the summer of 2017.

1. PROGRAM COST & REVENUE: The costs are outlined below:

APPROXIMATE TOTAL PROGRAM COST	<u>\$142,540</u>
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See Appendix B for additional detail of Program Cost. FCPS Title I agrees to cover the cost of one (1) instructional coach and five (5) certified teachers through Title I and five (5) assistant teachers through Extended School Services. All other costs will be funded by the Association.

D. Ownership of PSA Summer Program Content and Intellectual Property Rights

The Parties agree that the Association is owner or is an exclusive or a nonexclusive licensee of all PSA Program Content with the right to provide the licensed Content in the Program, and the Association and its licensors own all intellectual property rights in and to such PSA Program Content. To the extent that the Booker T. Washington Elementary makes any improvements to the PSA Program Content during the Program, the Booker T. Washington Elementary hereby grants to the Association and its licensors, a worldwide nonexclusive, royalty-free, fully paid-up, right and license in and to such improvements for use in connection with the PSA Program Content for the term of this Agreement.

Neither the Booker T. Washington Elementary shall, without the prior written consent of the Association and/or its licensors, (i) alter, destroy, remove any copyright, patent,

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trademark, or other proprietary or legal markings contained within the PSA Program Content, (ii) modify, merge, copy, disseminate, destroy, reverse engineer, tamper with, or otherwise attempt to decrypt, or derive the source code, any trade secrets or any proprietary information of the PSA Program Content, or create any application whatsoever any derivative works thereof, (iii) use the PSA Program Content in any manner that would be illegal, offensive, or damaging to the Association or its licensors or any third party, and (iv) transfer, sublicense, change or otherwise deal in or encumber the PSA Program Content or make the PSA Program Content available to any third party, and any attempt to do so shall be void and shall constitute a material breach of this Agreement.

E. Agreements

This Agreement may be executed in any number of counterparts each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. This Agreement may be executed by facsimile signatures.

All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery or (i) four business days after being sent by registered or certified mail, return receipt requested, postage prepaid, or (ii) one business day after being sent for next business day delivery, fees prepaid, via a reputable nationwide overnight courier service, in each case to the intended recipient as set forth below. Any Party to this Agreement may give any notice or other communication hereunder using any other means (including personal delivery, messenger service,

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telecopy, telex, ordinary mail or electronic mail), but no such notice or other communication shall be deemed to have been duly given unless and until the Party for whom it is intended has received it. Any Party to this Agreement may change the address to which notices and other communications hereunder are to be delivered by giving the other Parties to this Agreement notice in the manner herein set forth.

The Parties agree to indemnify and hold harmless each other from and against any and all claims whatsoever of any kind or nature, arising out of the course, scope and execution of the Agreement.

This Agreement shall commence on April 25, 2017, and shall end on August 1, 2017.

F. Termination

Either Party may, without prejudice to any right or remedy it may have due to any failure of the other Party to perform its obligations under this Agreement, terminate the Agreement upon thirty (30) days' prior written notice to the other Party. In the event of such termination, the terminating Party shall be entitled to payment for services performed and expenses paid or incurred prior to the effective date of termination.

This Agreement constitutes the entire agreement and understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. Any agreement on the part of a Party hereto to any extension or waiver of the terms of this Agreement shall be valid only if set forth in a written instrument signed on behalf of such Party. Such extension or waiver

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shall not be deemed to apply to any time for performance or noncompliance with any agreement or condition, as the case may be, other than that which is specified in the extension or waiver. The failure of any Party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties hereto.

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. The Parties herein have agreed to the following terms and conditions. This Agreement is hereby entered into on the 25th day of April, 2017.

G. Attachments

The following Appendices are intended to provide additional information to inform this agreement:

- **Appendix A: Program Description & Staffing Structure**
- **Appendix B: Budget**

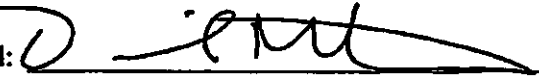
**POWER SCHOLARS ACADEMY™ SUMMER PROGRAM
SCHOOL AGREEMENT**

Signed: 

Date: 5/11/17

EMC
SC

Emmanuel Caulk
Superintendent
Fayette County Public Schools
1126 Russell Cave Road
Lexington, KY 40505

Signed: 

Date: 5/5/17

David Martorano
President and CEO
YMCA of Central Kentucky
381 W. Loudon Ave.
Lexington, KY 40508

**Addendum to the Power Scholars Academy
Summer Program School Agreement
by and between the YMCA of Central Kentucky
and the Fayette County Public Schools**

This serves as an addendum to the Power Scholars Academy Summer Program School Agreement by and between the YMCA of Central Kentucky and the Fayette County Public Schools and is incorporated therein.

In entering into this Agreement, the YMCA of Central Kentucky warrants it will comply with all provisions of the Family Educational Rights and Privacy Act (FERPA) and will train all people who will work with students and student information as to the provisions of that law and their duties therein.

Signed:  Date: 5-5-17

**David Martorano
President and CEO
YMCA of Central Kentucky
381 W. Loudon Ave.
Lexington, KY 40508**