

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the eighth day of December, 2015, 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, **Urban League of Lexington-Fayette County** with offices located at 148 DeWeese Street, Lexington, Kentucky 40507 (hereinafter "Organization").

WITNESSETH

WHEREAS, the Government recognizes the need to partner with Fayette County Public Schools and the Lexington-Fayette County community to address the Achievement Gap that disproportionately affects our community's minority and disadvantaged students; and

WHEREAS, the Government is committed to providing for programs that will impact youth learning and community enrichment, thereby combatting the Achievement Gap; and

WHEREAS, the Government proposes to partner with the Organization and provide an Opportunity Grant to fund such initiatives and services offered by the Organization that aligns with the above-stated goals.

NOW, THEREFORE, 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 **January 1, 2016**, and continuing for a period of six (6) months 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 **Ninety Thousand Dollars (\$90,000.00)** for the services required by this Agreement, said services being more

particularly described in the Letter of Engagement attached hereto and incorporated herein by reference, one-half (1/2) of which shall be payable in January 2016 or shortly thereafter upon receipt of an invoice, and the other half (1/2) payable in April 2016 or shortly thereafter upon receipt of invoice. Financial reports, invoices, and detailed program report shall be submitted by June 30th, 2016. The report 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 Letter of Engagement.

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 Letter of Engagement *(Description of the specific uses of funds allocated by program name(s) and details of the expected client and agency outcomes) 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 Letter of Engagement 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 shall indemnify Government, its officers, agents and employees against any claim or liability arising from and based on the Organization's violation of any such laws, ordinances or regulations.

5. 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.

6. 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 Letter of Engagement attached hereto.

7. 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.

8. 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.

9. 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, 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. 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.

11. This instrument, and the Letter of Engagement *(Description of the specific uses of funds allocated by program name(s) and details of the expected client and agency outcomes) 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. Notice – Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

Urban League of Lexington - Fayette Co.
148 DeWeese Street
Lexington, KY 40507
Attn: Porter G. Peoples, Sr.

For Government:

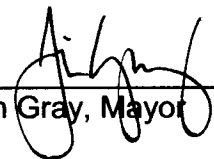
Lexington-Fayette Urban County Gov.
200 East Main Street
Lexington, Kentucky 40507


Attn: Chris Ford, Commissioner
Department of Social Services

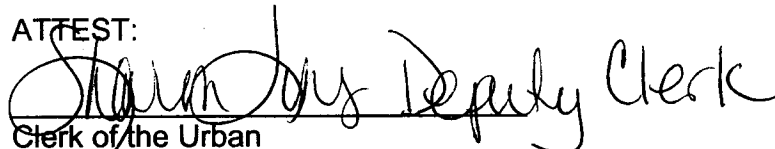
IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

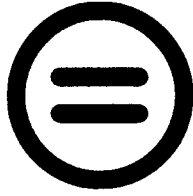
AGENCY NAME

BY: 
Jim Gray, Mayor


BY: _____
Title: President / CEO

ATTEST:

Clerk of the Urban
County Council

* The Letter of Engagement referenced in items 4 and 11 must be attached to this document and approved prior to the start of fiscal year payments.



**Urban League of
Lexington-Fayette County**

*Empowering Communities.
Changing Lives.*

November 16, 2015

Commissioner Chris Ford
Department of Social Services
200 E. Main Street
Lexington, KY 40507

Re: LFUCG Opportunity Grant 2015-2016

Dear Commissioner Ford:

On behalf of the Urban League of Lexington – Fayette County, I would like to submit the following letter of engagement for your review. The partners involved in this effort will be the Lexington – Fayette Urban County Government, Fayette County Public Schools, and the Urban League of Lexington – Fayette County.

PROGRAM OVERVIEW

The Urban League's Youth and Educational Services is a culmination of a variety of programs working with elementary, middle, and high school students and their parents. Each initiative works cohesively to address the three identified barriers to degree attainment (academic preparation, financial means, and support).ⁱ

DESCRIPTION OF PROGRAM AND SERVICE DELIVERY PLAN

Parent Leadership Academy

The Urban League's Parent Leadership Academy was designed to increase parental engagement in their child's education. These workshops, presented separately or collectively, help parents to establish a relationship with their child's teacher and school. For more than 40 years, research shows that when a parent is engaged:

- ⊖ Students achieve more, regardless of socio-economic status, ethnic/racial background or the parents' education level.
- ⊖ Students have higher grades and test scores, better attendance, and complete homework more consistently.
- ⊖ Students have higher graduation rates and greater enrollment rates in post-secondary education.
- ⊖ Educators hold higher expectations of students whose parents collaborate with the teacher.ⁱⁱ

One Community One Voice

The Urban League's One Community One Voice Academic Challenges were created to help underperforming students spend more time on core content. The Challenge

accepts all students however pays particular interest to minority, low-income and disabled youth; where the achievement gap is prominent. Elementary students compete against each other individually and in teams in hopes of winning one of thirty-three college scholarships. Students receive academic tutoring after school thereby better digesting core content materials and applying critical thinking skills. In March each year as the smaller competitions conclude, winners compete in regional competitions and earn their way to the Superintendent's Cup. This is where they can earn a college scholarship from universities and colleges within Kentucky like: the University of Kentucky, Kentucky State University, Bluegrass Community & Technical College, Georgetown College and Morehead State University.

LIFT: Lifting & Impacting Futures Today Conference

The Urban League's LIFT conference is a college and career readiness conference for middle and high school students as well as their parents. Students attend various workshops that address their academic, social, and economic development. Parents learn more about the college process and financial aid. The Urban League Young Professionals are heavily involved in this effort and serve as mentors to the students who attend. Representatives from Fayette County Public Schools serve as assistants and advisors to this initiative. Money raised by the Young Professionals during the year is awarded to 3 high school seniors in the form of college scholarships.

MADE: Motivated All Day Every day

The Urban League's MADE program works with young men in requested middle and high school in Fayette County. The goal of MADE is to help youth develop positive life and social skills that will help them avoid gang involvement and violent behavior while pursuing their high school diploma. This school-based program meets with identified students on a weekly basis at Bryan Station, Winburn, Leestown and Crawford Middle Schools as well as Tates Creek and Bryan Station High Schools. The program focuses its curriculum and small group therapy sessions on gang prevention, violence prevention, community crisis response, and positive behavior instruction.

YLEAD: Youth Learning Economics and Appreciating Diversity

The Urban League's YLEAD program is a workforce development and financial literacy initiative for middle and high school students. Students in this program work in teams to start, run and operate their own business. With entrepreneurship at the heart of the program, students assess the need for their product or service, elect a CEO based on experience and job application, create departments, form budgets, and implement marketing plans. After successful planning, the company begins to produce their product, refine it based on customer feedback, and then earn income after covering all of their start-up expenses. Students are engaged in soft skills development continually throughout the program which is one of the largest complaints employers have regarding new employees. This programs operates during the summer in an effort to decrease summer learning loss. Students are engaged in reading, writing, research, and math.

Element of	Out puts	Outcomes
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Y.E.S.

Parent Leadership Academy	<ul style="list-style-type: none"> ⊖ 4 workshops for ~40 parents 	<ul style="list-style-type: none"> ⊖ Parents are engaged in their child's education. ⊖ Parents improve communications with their child's teacher/school.
One Community One Voice	<ul style="list-style-type: none"> ⊖ 2 regional competitions ⊖ 1 superintendent's cup finale ⊖ 30 weeks of academic tutoring for ~1,700 elementary students 	<ul style="list-style-type: none"> ⊖ 33 students receive financial assistance for their postsecondary education. ⊖ 1,700 students receive academic tutoring to improve grades and college preparedness
Lifting and Impacting Futures Today	<ul style="list-style-type: none"> ⊖ 12 workshops for ~300 middle and high school students ⊖ 6 workshops for ~75 parents 	<ul style="list-style-type: none"> ⊖ Parents improve their knowledge of the college enrollment process ⊖ Students are better equipped for college
Motivated All Day Every day	<ul style="list-style-type: none"> ⊖ 24 weeks of mentoring for ~150 students 	<ul style="list-style-type: none"> ⊖ Students are deterred from gang and violence ⊖ Students spend less time in in- or out-of-school suspension ⊖ Students GPAs improve
Youth Learning Economics and Appreciating Diversity	<ul style="list-style-type: none"> ⊖ 3 2-week sessions for middle and high school students 	<ul style="list-style-type: none"> ⊖ Students increase their soft skills (communication, critical thinking, professionalism, and teamwork) ⊖ Students increase their financial literacy skills

ENGAGEMENT AND PARTNERSHIP STRATEGY

The Urban League will continue to partner with Fayette County Public Schools (FCPS) in the implementation of these programs. Going forward, we would like to improve our relationship with FCPS in determining the true effectiveness of our programs.

Currently MADE participants self-report their improvements. Though effective, we would like to partner with FCPS to determine improvements in grades and a de-escalation of negative student conduct for these students. Similarly, the students participating in YLEAD self-report their improvements, however we'd like to follow them compared to their peers in terms of summer learning loss. This is an opportunity for partnership with FCPS.

As reported above, FCPS staff is heavily involved in the LIFT conference and are the coordinators of the academic challenges. We would like to continue this method of engagement and seek opportunities to better work together.

Because our Parent Leadership Academy is the newest of all of these initiatives, we

would like to partner with FCPS to offer the trainings at specific schools where parent involvement/engagement is low. We would also partner with the Fayette County Parent Teacher Association to augment their curriculum. Members of FCPS are welcome to provide feedback to our curriculum, teach a session, or simply recommend where training would make a large impact.

BUDGET NARRATIVE

The Urban League is requesting \$90,000 for Youth and Educational Services.

\$65,000 is requested to cover the Urban League's Chief Administrative Officer's salary. This position oversees each element of YES listed above. This person is responsible for monitoring the programs, determining and verifying outcomes, assisting with all outputs, and securing additional funding when needed to enhance the program. The Parent Leadership Academy, for example, has three contracted staff persons, paid through another source. The CAO is responsible for convening them, approving the curriculum to be utilized, coordinating the space used for sessions, monitoring the program implementation, reporting to funding sources and the community at large. The CAO is also responsible for similar elements of all YES initiatives.

\$25,000 is requested to fund the Urban League's Chief Executive Officer. The CEO is responsible advocating on behalf of all disadvantaged communities. The achievement gap is still a prominent issue within Fayette County. To close the achievement gap, we must remain vigilant as to the work being done and hold people accountable for their outcomes. The Urban League, having chaired the Equity Council for its first nine years, continues to play a role in the efforts made by Fayette County Public Schools. We were prominent in the selection of the new Superintendent, Emmanuel Caulk, and will continue to make sure that all families are represented fairly. We continue to advocate when students move toward postsecondary education. One example is how we bring minority students and their parents together with the Governor's Scholars program for a recruitment session. Families of high performing juniors learn what is needed for students to earn one of these exceptional awards. The CEO's voice is critical in addressing all needs that help to solidify success after high school graduation.

Thank you so much for your consideration.

Sincerely,



Porter G. Peeples, Sr.
President/CEO

ⁱ Crossing the Finish Line: <http://www.kypolicy.us/sites/kcep/files/Crossing%20the%20Finish%20Line.pdf>

ⁱⁱ Why Parent Engagement is Important http://michigan.gov/documents/mde/why_parent_engagement_is_important_370120_7.pdf