

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the 11th day of July, 2017, 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, **LIVING ARTS AND SCIENCE CENTER** with offices located at 362 North Martin Luther King Boulevard, Kentucky 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, 2017**, and continuing for a period of two (2) years from that date unless within that period Government gives the Organization thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is given to the Organization.

2. Government shall pay Organization the sum of **One Hundred and One Thousand Two Hundred and 00/100 Dollars (\$101,200)** 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-eighth (1/8th) of which shall be payable in August 2017 or shortly thereafter upon receipt of an invoice, with one-eighth (1/8th) payable each quarter thereafter upon submission of a quarterly invoice and a detailed quarterly program report. **Quarterly invoices and detailed program reports shall be submitted by October 16th, 2017, January 15th, 2018, April 16th, 2018, July 15th, 2018, October 15th, 2018, January 14th, 2019, and April 15th, 2019. A two-year-end program**

report shall be submitted by July 15th, 2019. 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:

Attn: _____

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

LIVING ARTS AND SCIENCE CENTER

BY: _____
Jim Gray, Mayor

BY: _____

Title: _____

ATTEST:

Clerk of the Urban
County Council

Addendum

Agency: Living Arts & Science Center

Priority Area: Childhood & Youth Development

Program Name: Science Explorers

LFUCG Extended Social Resource Grant Program FY18 & FY19 Funding: \$101,200 (\$50,600 per FY)

Program Summary: The LASC will work with Fayette Co.'s five most challenged elementary schools (William Wells Brown, Arlington, Booker T. Washington, Cardinal Valley and Russell Cave), to provide a 12-week after-school program and to expand the SE program to offer year-round engaging opportunities for students and families. Additionally, the LASC will serve an additional 1600 students at eight Title I schools with WOW: Wonders on Wheels outreach programs, greatly expanding exposure to and understanding of science core content.

The LASC strives to reduce barriers that can often interfere with student success. SE will enable students, teachers and families to successfully achieve numerous academic and social goals. Initiatives include reducing language barriers through bi-lingual communication. Encouraging parent and family involvement by providing transportation for family/student fieldtrips, and with the high cost of school buses, the LASC will bring interactive outreach programs and a mobile planetarium into the 8 new Partner Schools. Gift family memberships will be provided so that SE families can continue benefitting from LASC programs.

Desired Outcomes for Clients: The goals of the LASC's Science Explorers program are:

1. To provide creative, hands-on science that will encourage academically at-risk children to ask questions, to explore, and to increase confidence, self-esteem and love of learning;
2. To provide students with leadership and peer teaching opportunities;
3. To provide teachers with professional development, teaching tools, and learning materials to more fully engage their students;
4. To provide underserved families with opportunities to learn and share together, through interactive arts and science events, classes, and activities.

For LFUCG Agreement Addendum and Quarterly Reporting purposes, describe below how you will ensure clients' needs are met or goals are achieved Please summarize based on your previous answers to questions above referenced in each column.

# of Clients to be Served per year	Desired outcome for client (from Question 5.1a.2)	Service or activities to achieve goal (from Question 5.1a.3)	Unit of service, frequency, length (from Question 5.1a.3)	Measure of effectiveness (from Question 5.1b.1)	Sampling size and frequency (from Question 5.1b.3)
240	Academically at-risk children ask questions, explore, and increase knowledge, confidence, self-esteem and love of learning;	12-week Science Explorer program in 5 Title I Focus Schools. Programs to focus on STEAM programming with guest scientists, hands-on experiments & exploration, unique learning materials such as fossils, live animals, telescopes, and more.	two, six-week sessions of 90-minute after-school classes	1. SE teachers will keep journals detailing students weekly participation and individual growth in programs; 2. Pre- and post-tests will help gauge knowledge gained and retention; 3. Completion of the 6-week program and various projects.	1. 5 teachers will make journal entries weekly (12 times) regarding each of the 5 Focus school programs; 2. Pre- and post-tests will be conducted at the start and completion of each 6-week program at the five Focus schools. 120 students in the Fall semester and 120 students in the Spring semester will be tested.
1600	Academically at-risk children ask questions, explore, and increase knowledge, confidence, self-esteem and love of learning;	WOW: Wonders on Wheels programs in 8 Title I Partner Schools.	Two programs, for up to 100 students each, provided for each of the 8 Partner Schools. Typically, this would be 4 programs, 45 minutes - 1 hr. in length x 4 classrooms for each visit.	School teachers will be provided evaluation forms regarding the effectiveness of each WOW program presented. Evaluations include numerous questions regarding program effectiveness with ratings of 1 - 5, as well as open response questions.	Up to 200 students will be provided a program at each Partner School. Typically, this will be composed of about 8 - 12 classrooms per the 8 Partner schools so evaluations will be provided to approximately 64 - 96 partnering public school teachers.
800 (240 SE kids + family memb	To provide underserved families with opportunities to learn and share together, through interactive arts and science events, classes, and activities.	1. Science Celebration Dinners and demonstrations for students and family members. 2. Family Field Trips at McConnell Springs for SE Students and family. 3. Family Explorer Memberships which provide free admission to SE students and family members at LASC Discovery Saturday and other special events.	1. Celebration Night dinner and student demonstrations for families at the end of each 6-week session. 2. 1 field trip for SE students and family members during 6-week session. 3. 12 Discovery Saturday events on the 4th Saturday of each month. Other special events presented throughout the year.	1. Tracking the number of students and family members attending each of the Celebration Nights; 2. Providing evaluation forms to parents of participating students; 2. Tracking the student and family members attending field trips; 3. Number of SE students and families utilizing their LASC Explorer Membership throughout the year.	1. 120 students participate each semester in Science Explorers. Typically, about 60% (72) of students attend Celebration Nights with 1 to 3 family members for a total of 150 - 200 individuals per 6-week. 2. We anticipate distributing about 200 evaluation forms and receiving about 60% back; 2. We anticipate about 150 students and family members attending each field trip outing; 3. In the first year, we are estimating about 1440 students and/or family members to utilize the membership at an LASC event.

50	To provide teachers with professional development, teaching tools, and learning materials to integrate science into their curriculum and to more fully engage their students in through hands-on learning.	Two PD programs in Hands-on Science for elementary school teachers. They will receive materials to replicate projects in their classrooms.	1 PD program offered each semester for 3 hr. PD credit for teachers.	Teachers attending PD will be provided evaluation forms about the sessions. Additionally, LASC staff will follow up with them regarding their replication and the effectiveness of the hands-on activity within the teachers classroom.	LASC PD sessions are limited to 25 teachers per session as they are hands-on and interactive. A Fall and a Spring semester session will provide a PD for up to 50 teachers.
240	To provide students with leadership and peer teaching opportunities:	1. Students at Science Celebration will demonstrate science projects for family members and peers; 2. Students will be invited to demonstrate science projects at LASC events such as Discovery Saturday.	1. Science Celebration Nights take place at the end of each six-week session; 2. Discovery Saturday programs take place on the 4th Saturday of each month.	1. The LASC tracks the number of students attending from each Focus School as well as the number of family members attending; 2. The LASC will track the number of students participating in the SE leadership program and providing peer demonstrations on Discovery Saturdays.	1. Typically, about 72 students will participate in each semester's Science Celebration Night; 2. The LASC estimates that we will have about 10 Peer Teachers to participate in the first semester and hope to double that to 20 Peer Teachers by Spring.
1000	To reduce barriers that keep at-risk and underserved students and families from fully participating in their school and community.	1. SE communication will be conducted in English and Spanish; 2. Transportation for field trips will be provided from the schools;	1. Bi-lingual brochures, registration forms, and membership information is provided to students and families during the SE program. Email addresses and phone numbers are also requested so that communication with parents is ongoing throughout the program. 2. Transportation from schools to field trip destinations will be provided so that families are in close proximity to the school and / or can carpool if necessary to the schools.	1. The LASC will track numbers of communications delivered to families via print, phone and emails; 2. The LASC will track numbers of students and family members attending field trip programs	The LASC estimates that over 500 communication attempts will be made each semester with the 120 SE students via printed materials, phone calls and email; 2. The LASC estimates that approximately 150 students and family members will attend each field trip outing.