

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, **the Carnegie Literacy Center, Inc.** with offices located at 251 West Second 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 twelve (12) 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-third (1/3<sup>rd</sup>) of which shall be payable in January 2016 or shortly thereafter upon receipt of an invoice, with one-third (1/3<sup>rd</sup>) payable in May 2016 and one-third (1/3<sup>rd</sup>) payable in August 2016 upon receipt of invoices. Financial reports, invoices, and detailed interim program report shall be submitted by June 30<sup>th</sup>, 2016 and a year-end program report shall be submitted by December 30<sup>th</sup>, 2016. Both 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 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:

Carnegie Center  
251 W. Second St.  
Lexington KY 40507  
Attn: Neil Chetnik

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

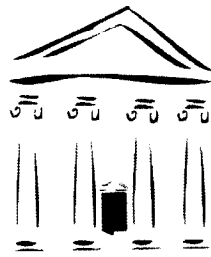
AGENCY NAME Carnegie Center

BY: [Signature]  
Jim Gray, Mayor

BY: [Signature]  
Title: Exec. dir.

ATTEST:  
[Signature] Deputy Clerk  
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.



# CARNEGIE CENTER

FOR LITERACY & LEARNING

*Where Learning Lives*

LFUCG Social Services  
Chris Ford, Commissioner  
200 E. Main Street, Suite 328  
Lexington, KY 40507

November 12, 2015

Dear Commissioner Ford:

The Carnegie Center appreciates the \$90,000 in funding through the Opportunity Grant Initiative to support our tutoring program and provide educational opportunities to at-risk children in Fayette County's Title I schools.

**Description of Program & Service Delivery Plan:** Over the course of the 2016 calendar year, using the Opportunity Grant funds, we will significantly increase the number of students served by the Carnegie After-School Tutoring Program. Currently, we offer free, one-on-one tutoring sessions for 200 children each week (grades K-12) inside the Carnegie building. With the increased funding, we will hire a full-time Children's Outreach and Volunteer Coordinator. The person will 1) implement the Tutoring Program in at least three Title I schools, adding approximately 50 students to the one-on-one tutoring program during 2016; 2) help recruit tutors and oversee Carnegie's Summer Tutoring Program, which will serve approximately 60 students in June-July; and 3) implement our Family Fun & Learning Nights, which support tutoring families through a 10-times-a-year family gathering that provides art, education, and free dinner. We estimate that the Family Fun & Learning experience will serve about 800 people during the 2016 calendar year.

**2016 Potential Outputs & Projected Outcomes:**

1. Serve 315 students through one-on-one tutoring and 800 students and parents at Family Fun & Learning Night Programs to improve academic performance and increase knowledge.
2. Create three outreach tutoring programs (called "Carnegie Clubs") inside Title I Schools in Fayette County Public Schools (FCPS) to improve academic performance. A special attempt will be made to implement one of these in a school serving primarily Spanish-speaking children.
3. Study pre- and post-tests of a random sampling of students to determine what advancements in learning have occurred. If a partnership with FCPS is not possible to access student performance on standardized tests, we will administer these tests in-house.

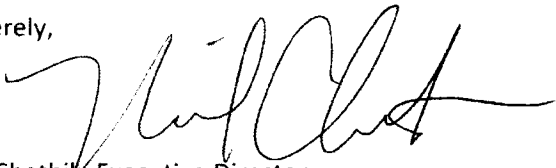
**Engagement & Partnership Strategy:** We have already renewed partnership discussions with FCPS, and we are developing the job description for a new Children's Outreach and Volunteer Coordinator

position. As soon as that person is in place, we will renew our contacts at Title I schools and begin developing outreach tutoring programs, also known as Carnegie Clubs. Our Coordinator will contact Family Resource Coordinators and other staff within the schools that can assist with Carnegie Club creation. In April, our Coordinator will begin recruiting summer tutors with the goal of having 60 volunteer tutors in place for the summer tutoring program. Meanwhile, throughout the calendar year, the Coordinator will implement Family Fun & Learning Nights in 10 months. Each of these events involve numerous partnerships: nonprofit education and arts groups such as Bluegrass Greensource and Balagula Theatre; restaurants and grocery stores; and city and state agencies, including LFUCG's Dept. of Environmental Quality and Public Works.

**Budget Narrative:** This Opportunity Grant will help us deliver additional tutoring inside the Carnegie Center and inside Title I schools throughout Lexington. The primary expense will be a full-time salary and benefits for a new position: Children's Outreach and Volunteer Coordinator. This employee will coordinate and supervise our Carnegie Clubs in the schools themselves while building relationships with school personnel so that we can benefit their students through other Carnegie family literacy programs. The new employee will also assist with volunteer tutor recruitment throughout the year. A portion of grant funds will be used toward tutoring supplies and part-time or temporary employees to assist the new Coordinator in his/her work. For example, if we are able to create more Carnegie Clubs than expected, we may need to pay a part-time attendant to staff the Carnegie Club at a Title I school if the Coordinator can't attend all of them. All funds would be used to grow the tutoring program or improve its quality for the students involved.

Thank you again for making these funds available. We are committed to working closely with you to make this Opportunity Grant work. Please let us know what else you may need from us, now and in the year ahead, to create the best conditions for success.

Sincerely,

A handwritten signature in black ink, appearing to read 'Neil Chethik', written in a cursive style.

Neil Chethik, Executive Director