

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the first day of July, 2014, 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, **CARNEGIE LITERACY CENTER, INC.** with offices located at 251 W. Second Street, Lexington, Kentucky 40507, (hereinafter "Organization").

W I T N E S S E T H

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, 2014**, 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 **Sixty Two Thousand Sixty Dollars (\$62,060.00)** for the services required by this Agreement, said services being more particularly described in the Addendum attached hereto and incorporated herein by reference,

one-fourth (1/4<sup>th</sup>) of which shall be payable in July 2014 or shortly thereafter upon receipt of an invoice, with one-fourth (1/4<sup>th</sup>) payable each quarter thereafter upon submission of a quarterly financial report and invoice, and a detailed quarterly program report. Quarterly financial reports, invoices, and detailed program reports shall be submitted by October 10<sup>th</sup>, January 9<sup>th</sup>, and April 10<sup>th</sup>. A year-end program report shall be submitted by July 10<sup>th</sup>. 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 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 \*(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 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 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 addendum 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 Addendum \*(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. 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.

13. 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. 2nd St  
Lexington KY 40507  
Attn: Neil Chetnik

For Government:

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

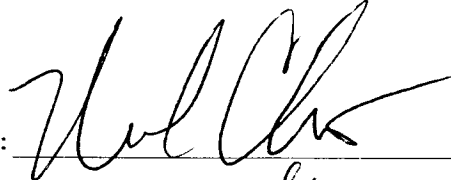
Attn: Beth Mills, Commissioner  
Department of Social Services


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

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

CARNEGIE LITERACY CENTER, INC.

BY:   
Jim Gray, Mayor

BY:   
Title: exec. dir.

ATTEST  
  
Clerk of the Urban  
County Council

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



## Addendum

**Agency:** Carnegie Center for Literacy & Learning

**Program Name:** Tutoring Program

**LFUCG Partner Agency Program Funding:** \$52,020

**Program Summary:** The Carnegie Center provides high-quality, affordable tutoring offered by volunteer tutors whom we screen, train, and match with compatible students. Tutors meet weekly with the same student for an entire school year. Families pay an annual fee of \$5-\$60, depending on ability to pay. After that, all tutoring sessions are free.

We intend to increase our program enrollment next year so that 200 children can receive weekly tutoring in our building. This school year, we have 180 students enrolled in-house—with all but four living in Fayette Co.—and we have approximately 165 tutors. We'll serve another 60 this summer. Also, we will serve 30 children this school year at our two outreach tutoring sites. Our tutoring program primarily serves at-risk students attending Fayette County elementary schools, though we serve children in grades K-12. Last year, we served students from nearly 60 different schools across Fayette County.

### **Long-Term Program Goals:**

- 1) Increase the number of students we serve in an effort to expand our affordable, after-school tutoring program to more students in need.
- 2) Continuously improve the quality of the tutoring program by enhancing training and support for the volunteer tutors.
- 3) Employ certified educators available to work with children need special literacy instruction in reading or math beyond what a volunteer tutor can provide.
- 4) Partner with other agencies to leverage resources toward the goal of reducing illiteracy and poverty in our region..

ACTIVITIES	OUTPUTS	OUTCOMES
Tutoring Coor: Intakes, tutoring/student matching, volunteer orientation & training, program supervision	100% of students & tutors in-house	Match 260 students with tutors who meet inside the Carnegie Center
Tutors: Weekly one-on-one tutoring in-house for a year or at outreach sites during semester	94% of tutored students	Improved academic performance of students
Literacy Specialists: Assessment of students as needed; weekly one-on-one tutoring in-house	6% of tutored students	Improved academic performance of students
Curriculum for sessions supported by books, educational games, craft materials, computers	100% of sessions	Improved academic performance of students
Outreach Coor: tutoring/student matching, volunteer orientation & training, program supervision at outreach "Carnegie Club" sites	100% of students & tutors at outreach sites	Match 30 students with tutors who meet at outreach tutoring sites

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
# of students meeting with tutors inside the Carnegie Center	Volgistics software and tutoring database	100% sample size, in-house (260 students)	ongoing
improvement between pre- and post-assessments	pre- and post- tutoring assessments	Pre-assessments on 100% sample size (244 students); post-assessments on 20% sample size (55 students)	bi-annually
improvement between pre- and post-assessments	pre- and post- tutoring assessments	Pre-assessments of 100% sample size (16 students); post-assessments on 50% sample size (8 students)	bi-annually
# of resources	inventory of resources	100% sample size	ongoing
# of students meeting with tutors at outreach sites	tutoring database and attendance sheets	100% sample size, outreach sites (30 students)	ongoing during fall and winter/spring semesters

## **Addendum**

**Agency:** Carnegie Center for Literacy & Learning

**Program Name:** Camp Carnegie

**LFUCG Partner Agency Program Funding:** \$10,040

**Program Summary:** Camp Carnegie is a series of six educational summer day camps for rising sixth- through eighth-grade students. Through experienced and passionate instructors and fun, hands-on activities, campers continue learning during summer break and are introduced to a variety of fascinating fields that could potentially lead to future careers. Field trips extend the learning experience and allow campers to meet community leaders. Examples of camp themes in recent years include “Top Chef,” “Mystery Writing,” “Urban Agriculture,” and “TV Production.”

### **Long-Term Program Goals:**

- 1) Prepare campers for success in high school by instilling a love of learning and providing enriching academic experiences.
- 2) Prepare campers for success in college by encouraging disciplined learning habits and curiosity about academic subjects.
- 3) Prepare campers for successful careers by exposing them to professional environments that will expand their knowledge of and interest in career possibilities.
- 4) Provide campers with positive adult role models through experienced instructors, volunteers, guest speakers, and field trips.
- 5) Provide campers with increased computer and technology knowledge and experience to prepare them for success in a technology-driven world.

ACTIVITIES	OUTPUTS	OUTCOMES
Camp Coordinator: Plan and coordinate six camps serving 100 students, oversee and assist instructors and instructor assistant, secure and provide lunches and snacks for campers	100% of the services will be provided to 100% of campers and instructors	Campers will have the opportunity to attend six differently-themed academic camps
Contract Instructors and Instructor Assistant: Instruct camps, plan and carry out curriculum and activities, chaperone field trips, deal with any student behavior issues that arise	100% of the services will be provided to 100% of campers	Campers will be able to learn from instructors with experience in their fields
Community volunteers: Assist instructors in carrying out camp activities, chaperoning field trips, and providing extra help in the classroom	100% of the services will be provided to 100% of campers and instructors	Campers will receive more individual attention from adult and high school role models in the classroom
Learning resources, including field trips for some camps, materials, and supplies	100% of the services will be provided for 100% of camps	Campers will receive quality hands-on learning experiences
Space/learning atmosphere	100% of the space will be provided for 100% of camps	Campers will be in a safe learning environment

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
# of camps and # of students attending camps	Registration data	100% sample size (approximately 100 campers)	Ongoing during camp season
# of campers indicating positive learning experience	Camper evaluations	100% sample size (approximately 100 campers)	Weekly at the end of each camp
# of campers indicating positive experiences with role models in the classroom	Camper evaluations	100% sample size (approximately 100 campers)	Weekly at the end of each camp
# of learning resources	Inventory and management of resources by Camp Coordinator	100% sample size (approximately 100 campers and six camps)	Ongoing during camp season
# of rooms reserved for campers	Carnegie room reservation schedule	100% sample size (3 rooms)	Ongoing during camp season