

**AGREEMENT**  
**BETWEEN**  
**NATIONAL CENTER FOR FAMILIES LEARNING, INC.**  
**AND**  
**JEFFERSON COUNTY BOARD OF EDUCATION**

This Agreement entered into as of the 1st day of May, 2017, by and between National Center for Families Learning, Inc. (hereinafter NCFL), a Kentucky nonprofit corporation with its principal place of business at 325 West Main St. Suite 300, Louisville, KY 40202, and the Jefferson County Board of Education, a Kentucky public school district operating under the name of the Jefferson County Public Schools (hereinafter JCPS), with its principal place of business at 3332 Newburg Road, Louisville, KY 40218, is for the purpose as hereinafter set forth.

WHEREAS, the Jefferson County Public Education Foundation, Inc. (hereinafter JCPEF), a Kentucky nonprofit corporation, was awarded a \$100,000 grant from NCFL to support the JCPS Adult and Continuing Education Program (hereinafter ACE) to implement the Louisville Family Learning program (hereinafter the Project) to involve parents and caregivers in meaningful and mutual engagement to improve the learning environment at school and at home.

WHEREAS, JCPEF, with the consent of NCFL, has assigned its rights under the NCFL grant to JCPS, and JCPS has agreed to use the grant funds to implement the Project on the terms and conditions set forth in this Agreement.

WHEREAS, ACE will implement the Project by leading a two-generation initiative at Americana World Community Center and McFerran Elementary School, situated in South Louisville and surrounded by a significant number of vulnerable immigrant, refugee, and African American families. The Project will assist learners with English as Second Language (ESL) and GED academic classes for adults and tutoring for children. The Project will provide digital and financial literacy, employability skills, civic engagement, Kindergarten readiness, and college and career readiness.

THEREFORE, the parties mutually agree as follows:

**1. Scope of Work:**

**Project Overview:**

The Project will provide training and technical assistance and communications support to implement services that engage families in learning together, mentoring each other, and addressing community issues through multi-generational service learning projects. Eligible Family Learning sites will address the community's critical educational needs in innovative ways. The focus will be on high-quality programming serving Black or African-American males, immigrant and refugee communities, and vulnerable families seeking educational attainment.

**JCPS Adult and Continuing Education (ACE) will:**

- a. Operate with Americana Community Center and McFerran Elementary School, Louisville Family Learning programs as described in the grant proposal submitted to NCFL by the JCPEF.
- b. Enroll a minimum of 25 families from Americana Community Center and 25 from McFerran Elementary School who will participate in the Louisville Family Learning program for the grant period.
- c. Communications staff will work with NCFL to identify and communicate JCPS/ACE and family success stories and achievements throughout the program year; beginning with a media event where receipt of the Louisville Family Learning grant is announced in Spring 2017.
- d. JCPS is encouraged to hold a graduation event for participating families that meets the required benchmarks as articulated in the evaluation plan. This activity should be a part of the Grant communication plan.
- e. Parents and families are expected to be involved as follows:
  - 1) Families must participate in Parent and Child Together (PACT) Time® a minimum of two hours per week for the duration of the grant period.
  - 2) Parents or custodial adults must participate in Parent Time for a minimum of eight hours per week. This component should include support or PACT Time needs, and other information as described in program training materials.
  - 3) Participating families must complete a minimum of three service learning activities over the course of the grant year through evidence-based models and approaches that will support community efforts.
- f. Use of technology should be infused into all aspects of programming.
- g. All required data must be submitted on time and in accordance with program policies and procedures.
- h. ACE must partner with the appropriate children's school to acquire academic and other data in support of PACT Time participation and impacts. Information on individual children and their families will not be released to the public.
- i. Parent release forms must be signed for participating families.
- j. There must be a designated ACE staff that acts as the point person/oversight person who is responsible for guaranteeing that all requirements of Louisville Family Learning are met.
- k. Assures that the designated program administrators and other specified program staff and parents participate in NCFL's program orientations and trainings, including the completion of all pre-training assignments.
- l. Program staff participate in the hosting of technical assistance site visits and all related activities and training as required.
- m. Designated and appropriate staff attend the Annual Families Learning Conference and attend all required Louisville Family Learning meetings.
- n. Designated and appropriate staff participate in future training sessions that directly relate to project development and implementation.
- o. ACE must partner with NCFL to promote the Louisville Family Learning program hosting events and securing press attention in accordance with annual communication



- plans. JCPS/ACE will collaborate with NCFL related to raising awareness of Louisville Family Learning.
- p. JCPS/ACE will collaborate with NCFL and its public relations partner.
  - q. Participating families will be present for the event, and invitation lists for dignitaries, community leaders, elected officials, key partners (including existing and potential funders) will be provided by ACE, JCPS, and/or JCPEF.
  - r. ACE will expend approximately \$800 from the communications allocation in the budget towards the cost of the event.
  - s. Will develop a communications plan in collaboration with NCFL and in compliance with JCPS policies to disseminate information about Louisville Family Learning locally, regionally and nationally (i.e., to legislators, conferences, media, newsletters, Websites, events, etc.). The plan should include a sustained, yearlong approach and will include deliverable outcomes. All media generated at the local or national level will be provided to NCFL by JCPS, ACE, and/or JCPEF staff.
  - t. Submit a revised budget for year one to NCFL with this signed Agreement.
  - u. Acknowledge Louisville Family Learning and NCFL in materials, publications, websites, signage, and publicity resulting from the project. Any use of the Family Learning logo, or National Center for Families Learning logo must be requested, reviewed and approved by NCFL two weeks prior to publication.
  - v. Name and refer to each program described herein as Louisville Family Learning.
  - w. Allocate a portion of grant funding as follows if not already covered by other funding:
    - 1) Designated Parent Facilitators to implement NCFL Family Learning (minimum \$15,000).
    - 2) Facilities costs (if applicable), meals, and childcare for families during programming.
    - 3) Joint communications strategies and events in collaboration with NCFL.
    - 4) Staff participation in subsequent trainings.
  - x. Track and report number of families participating in NCFL Family Learning program.
  - y. Track and report parent knowledge gains in intergenerational literacy strategies using NCFL collection tools.
  - z. Track and report Family Service Learning participation.
  - aa. Track and report monthly attendance for parents and children.
  - bb. Report academic gains/results for parents and children, if available.
  - cc. Adhere to data collection timelines.

**NCFL will:**

- a. Provide initial Louisville Family Learning Orientation (March 16-17, 2017) of at least two staff members (the Parent Facilitator and the person designated as the overall program leader). Additional staff members can attend with permission from NCFL.
- b. Provide a professional development training schedule at the initial training meeting and at the beginning of each subsequent year of funding.
- c. Provide follow-up technical assistance to JCPS per program year with a written summary to be returned to JCPS based on benchmarks provided by NCFL.
- d. Provide ongoing information and technical assistance to ACE in a variety of formats.

- e. Provide dissemination of information among all projects through a variety of channels, including, but not limited to, the NCFL websites.
- f. Facilitate a general Louisville Family Learning program meeting on a yearly basis that includes the coordinator(s) and all other designated staff from for the purpose of sharing and gathering information as needed to support program improvement.
- g. Provide guidance and expectations for ACE staff and families to use technology to learn together and influence other families.
- h. Provide PACT Time®, Parent Time, Family Service Learning, materials and guidance.
- i. Provide one scholarship for staff to attend annual Family Learning Conference (Fall 2017).
- j. Provide access to all NCFL digital resources.
- k. Support of national, regional, and local outreach in collaboration with JCPS's communications efforts and structure.
- l. All NCFL researchers must complete the IRB process as is required of any entity conducting research in JCPS.
- m. NCFL researchers must upload the IRB approval letter into the JCPS Data Request Management System (DRMS) as well as the research proposal:  
<http://www.jcpsky.net/Departments/AcctResPlan/ResFormPref.htm>

If the performance of this Agreement involves the transfer by JCPS to NCFL of any data regarding any JCPS student that is subject to the Family Educational Rights and Privacy Act ("FERPA"), NCFL agree to:

- a. In all respects comply with the provisions of FERPA. For purposes of this Agreement, "FERPA" includes the requirements of Chapter 99 of Title 34 of the Code of Federal Regulations.
- b. Use any such data for no purpose other than to fulfill the purposes of the Project, and not share any such data with any person or entity other than NCFL and its employees, contractors and agents, without the approval of JCPS.
- c. Require all employees, contractors and agents of NCFL to comply with all applicable provisions of FERPA with respect to any such data.
- d. Maintain any such data in a secure computer environment, and not copy, reproduce or transmit any such data except as necessary to fulfill the purposes of the Project.
- e. Conduct the Project in a manner that does not permit the identification of an individual student by anyone other than employees, contractors or agents of NCFL having a legitimate interest in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any published results of studies.
- f. Destroy or return to JCPS any such data obtained under this Agreement within thirty days after the date when it is no longer needed by NCFL for the purposes of the Project.



## **2. Payment of Grant Funds to JCPS**

- a. Upon receipt of signed agreement to NCFL, 50% of first year grant.
- b. July 15, 2017, 25% of first year grant
- c. November 15, 2017, 25% of first year grant

If budget changes in the amount of 10% or more from one budget category to another are desired during the program year, prior written approval from NCFL's Director of Family Learning is required. Additionally, ACE shall provide a budget summary at the end of the program year which details expenditures against the categories and amounts in the approved original budget and submit to NCFL no later than April 30, 2018. In the event that all grant monies are not spent in a fiscal year, an official letter of request for approval of carryover amount must be submitted to NCFL by April 30, 2018.

## **3. Period of Performance:**

Performance under this Agreement shall begin May 1, 2017 and shall not extend beyond the estimated completion date of March 30, 2018 (hereinafter Term) unless Term is further extended for additional periods under terms as may be mutually agreed upon in writing.

### **Reporting:**

JCPS/ACE will submit to NCFL mid-year and final program reports including financial information with respect to the use of grant funds in a format and timeline provided by NCFL.

## **4. Confidentiality**

The terms and conditions of this Agreement and all non-public information regarding the business of NCFL are confidential. Without prior written consent of NCFL, JCPS/ACE shall maintain such information in strict confidence and shall not use it for any other purpose than as may be authorized by NCFL and may not disclose to any other person or entity any confidential information, unless otherwise required by the Kentucky Open Records Act or a court of competent jurisdiction. All confidential or non-public information shall be returned to NCFL within a reasonable time after completion of the Project, or at any time upon request. The provisions of this confidentiality article shall remain in full force and effect after expiration or termination of this Agreement.

## **5. Trademarks**

The Marks of NCFL which may be used in connection with the Project are set forth on Schedule A hereto. Such use shall be subject to the provisions below.

- a. Use of Marks. During the term of this Agreement, a party ("Using Party") shall have permission to use the other party's ("Owning Party") trade names, trademarks, and logos (collectively "Marks") in connection with the Project with the prior written approval of Owning Party in connection with the Project, subject to the following conditions:

- b. The Using Party shall not be entitled to use the Owing Party's Marks for any purpose or in connection with any products, services, or programs except as provided by this Agreement.
- c. The Using Party shall strictly comply with the Owing Party's guidelines and instructions regarding the use of the Owing Party's Marks as communicated to the Using Party in writing from time to time by the Owing Party.
- d. The Using Party shall not register (or aid any third party in registering) the Owing Party's Marks (or confusingly similar marks) or take any action inconsistent with the Owing Party's ownership of the Marks in any way.
- e. The Using Party shall not assign or delegate its right and license arising under this Agreement without the prior written consent of the Owing Party.
- f. The Owing Party shall have the right to review all materials containing the Owing Party's Marks for approval or disapproval prior to the release of such materials.
- g. In addition, NCFL shall have the right to approve all references to NCFL, its partners and operations in the in order to verify the accuracy of factual information concerning NCFL, its affiliates and their respective operations.

#### **6. Publications and Copyrights**

Both parties recognize that each organization may have extant work that predates this agreement. If those materials and/or data are used in the course of this work, they remain the property of the original developer or researcher. As new materials are developed during the project, NCFL will retain sole ownership and copyright of such. All decisions about authorship, publications, dissemination, publicity or other public venues for disseminating the work are at the discretion of NCFL.

#### **7. Termination:**

The Agreement may be terminated by either party with or without cause upon no less than 60 days written notice to either party. This Agreement may be terminated immediately by NCFL upon ten business day's written notice to JCPS for its failure to cure a material breach of this Agreement. This Agreement may be terminated immediately by JCPS should the funding provided to JCPS by NCFL be withdrawn, rescinded or otherwise cancelled beyond the control of the NCFL.

#### **8. Modification:**

No waiver, alteration or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon. Any modifications or additions to this Agreement must be negotiated and approved by both parties.

#### **9. This Agreement:**

The Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. This Agreement may be executed by Facsimile or.pdf. The parties agree that Facsimile or.pdf. copies of signatures have the same effect as original signatures.

#### **10. Compliance with Law**

JCPS shall comply with all applicable laws, regulations, policies and procedures of the United States of America or any agency thereof, including, but not limited to, the USA Patriot Act (Pub. L. No. 107-56) and the Foreign Corrupt Practices Act (Pub. L. No. 95-213), and any local governments or political subdivisions that may affect the performance of services under this Agreement. Without limitation, JCPS shall not discriminate against any person nor shall any person be subject to discrimination in the performance of this Agreement because of race, color, religion, sex, age, sexual orientation, disability, national or ethnic origin, veteran status or any other basis prohibited by state or local law.

#### **11. Audit**

NCFL shall have the right to audit financial records pertaining to the Project upon ten (10) business days prior written notice. Such audit shall be conducted during normal business hours and in a manner that does not cause an unreasonable burden on or disruption to the conduct of business of JCPS or ACE.

#### **12. Indemnification.**

JCPS will indemnify, defend and hold harmless NCFL and its directors, officers, employees, partners, agents, successors and assigns ("Affiliates") from and against all losses, liabilities, damages, deficiencies, demands, claims, suits, actions, causes of action, judgments, settlements, assessments, costs of investigation and other expenses (including but not limited to fees, disbursements and other charges of attorneys, accountants, consultants, experts and other professional advisers, interest and penalties) ("Losses") based upon, arising out of or otherwise in respect of any breach or failure or nonfulfillment of any representation, warranty, covenant, undertaking or agreement contained in this Agreement to the extent permitted by Kentucky law.

#### **13. Quality of Services Rendered**

NCFL reserves the right to review JCPS's performance under this Agreement for effectiveness in serving the specific purposes for the grant funds and to insure overall quality of JCPS's performance pursuant to this Agreement. Failure of JCPS to perform in a manner that meets or exceeds the quality standards for NCFL endorsed programs is to be determined in the sole discretion of NCFL and shall serve as grounds for termination of this Agreement.

#### **14. Relationship of the Parties**



JCPS is not an employee, agent, partner or co-venturer of/or with NCFL. Neither NCFL, nor JCPS shall represent or imply to any party that it has the power or authority to enter into a contract or commitment in the name of/or on behalf of the other, or to otherwise bind the other.

#### **15. Remedies.**

Any claim, dispute or controversy arising out of or relating to the interpretation, application or enforcement of this Agreement, any document or instrument delivered pursuant to or in connection with this Agreement, or any breach of this Agreement or any such document or instrument will be settled by arbitration to be held in Louisville, Kentucky in accordance with KRS Chapter 417 as amended and the rules then in effect of the American Arbitration Association or its successor. The arbitration proceeding will not be public, and no party will disclose any of the evidence in the proceeding to any person other than the parties to the proceeding and their counsel, except in a proceeding to enforce the award. The decision of the arbitrator will be final, conclusive, and binding on the parties to the arbitration, and no party will institute any suit with regard to the dispute or controversy except to enforce the award. The parties waive personal service of any process or other papers in the arbitration proceeding, and agree that service may be made by certified mail sent to the addresses in the first paragraph of this Agreement. Each party will pay its pro rata share of the costs and expenses of the arbitration proceeding, and each will separately pay its own attorney fees and expenses.

#### **16. Entire Agreement:**

The Agreement, together with any attachments hereto and any amendment or modifications that may hereafter be agreed to by the parties in accordance with ARTICLE 3 , constitute the entire understanding between the parties with respect to the subject-matter hereof and supersede any and all prior understandings and agreements, oral and written, relating hereto.

#### **Jefferson County Board of Education:**

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Donna M. Hargens, Ed.D  
Superintendent

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Date



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**Jefferson County Board of Education:**

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Donna M. Hargens, Ed.D  
Superintendent

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Date

National Center for Families Learning, Inc.:



Jessie Hardison  
Chief Financial Officer/Senior Director, Operations

April 10, 2017

Date

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