

JEFFERSON COUNTY PUBLIC SCHOOLS

CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and National Center For Families Learning, Inc. (hereinafter "Contractor"), a Kentucky nonprofit corporation with its principal place of business at 325 W. Main St., Suite 300, Louisville, KY 40202-4237.

WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

ARTICLE I

Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

ARTICLE II

Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows:

Contractor shall provide family engagement professional development and district support services to JCPS Early Childhood, Title I Parent & Family Engagement Department and all 102 JCPS Title I schools to build capacity to partner effectively with families. These support services are designed to improve literacy levels for all preschool and kindergarten through 12th grade Title I students through interactive and intergenerational literacy activities. The Services to be rendered, their objectives, and related activities are set forth in JCPS-NCFL Family Engagement Partnership, which is attached and incorporated herein by reference. The specific dates, times and locations of each of the Services described in the attachment, and the specific activities to be included in each of such Services,

will be determined by the Board's Contract Administrator appointed pursuant to Article XIII or his/her designee, after consultation with the representative of Contractor regarding the availability and ability of Contractor to meet the Board's requests regarding such dates, times, locations and activities. Contractor will use its best efforts to accommodate the Board's requests.

ARTICLE III Compensation

The Board shall pay Contractor the total amount stated below (hereinafter "Contract Amount"). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount:	<u>\$634,211</u>
Progress Payments (if not applicable, insert N/A):	<u>Within 30 days of approved invoice for services provided</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	<u>Title I Parent & Family Engagement (\$244,165); Title IV (\$241,000); Title I Early Childhood (\$149,046)</u>

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on September 26, 2018 and shall complete the Services no later than August 15, 2019, unless this Contract is modified as provided in Article VIII.

ARTICLE V Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor's employees. Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services.

Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including the Contractor himself, in connection with the performance of this Contract. Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This provision survives termination of this Contract.

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

ARTICLE VI Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

ARTICLE IX
Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

ARTICLE X
Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board may secure the required services from another contractor. If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE XI
Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

ARTICLE XII
Contractor's Work Product

Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Contractor under this Contract. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board.

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.

ARTICLE XIII
Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the

appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

ARTICLE XIV Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

ARTICLE XV Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. If this Contract requires Contractor and/or any employees of Contractor to perform services on the premises of any JCPS schools during JCPS school hours, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no findings of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- H. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of September 26, 2018.

Contractor's Social Security Number or Federal Tax ID Number: 61-1159549

JEFFERSON COUNTY BOARD OF
EDUCATION

National Center For Families Learning
CONTRACTOR

By: _____

By: _____

Title: Martin A. Pollio, Ed.D.
Superintendent

Title: Jessie Hardison
CFO/Senior Director of Operations

Cabinet Member: Dr. Carmen Coleman

(Initials)

Jefferson County Public Schools
**NONCOMPETITIVE NEGOTIATION
DETERMINATION AND FINDING**

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —

State the date the emergency was declared by the superintendent: _____

2. There is a single source for the items within a reasonable geographic area —

Explain why the vendor is a single source: _____

3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —

State the type of service: Education Specialist will provide a family engagement professional development and district support package to JCPS Early Childhood, Title I Parent & Family Engagement Department and all 102 JCPS Title I schools to build capacity to partner effectively with families. This support package is designed to improve literacy levels for all preschool and kindergarten through 12th grade Title I students through interactive and intergenerational literacy activities.

4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —

State the item(s): _____

5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —

State the type(s) of item(s): _____

6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —

State the item(s): _____

7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —

State the location: _____

8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —

Explain the logic: _____

9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —

State the items: _____

I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.

Chrystal Hawkins

Print name of person making Determination

Title I

School or Department

Chrystal Hawkins

Signature of person making Determination

8/24/18

Date

National Center For Families Learning

Name of Contractor (Contractor Signature Not Required)

Requisition Number

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the

The National Center for Families Learning (NCFL) proposes the following family engagement professional development and district support package for Jefferson County Public Schools. The primary goal of the partnership between NCFL and JCPS is to ramp up family engagement efforts within the school system to provide consistent messaging within a unified early learning literacy continuum that aligns curriculum and instructional practices; and to provide professional development for staff, school administrators, and community networking partners focused on family and student needs and goals, reflects cultural proficiency, and is driven by data and action plans.

NCFL works to eradicate poverty through education solutions for families. Throughout our 29-year history we have changed the lives of millions of families across the country by providing literacy strategies, programming, and resources. Engaging multiple generations of the same family in learning together has been a fundamental and distinguishing aspect of our work. We know this holistic approach creates a stronger impact and greater success for families.

NCFL's core work is to seed innovative multi-generation education models in communities and lead professional development efforts to enhance the field of educators and practitioners working with families. Our services seek to reach those most in need; across our current footprint we are serving ethnically diverse, low-income families in 61 communities across the country. A majority of these families are Hispanic-Latino (~80%) and the remainder are predominantly Native American and African-American. In addition to these 61 communities, we have a broader network that spans 80 additional community partners that we have worked with over time as well as millions of teachers and students using NCFL's digital learning properties.

PROPOSED SCOPE OF WORK

The Scope of Work for this partnership includes the following programs and system supports:

- JCPS/NCFL Early Childhood Professional Development – early language/literacy and family engagement supports for early childhood teachers.
- JCPS Family Engagement Title I – varied supports for family engagement across all 102 Title I schools and programs.
- These program supports include built-in capacity building and sustainability in order to maintain and sustain family engagement over time.

An overview and graphic representation follows along with additional project descriptions and budget detail.

TIMEFRAME

Initial timeframe for the proposed partnership will be for the 2018-2019 school year. NCFL suggests a three-to-five-year potential time frame to allow for systems change, internal capacity building, and sustainability.

BUDGET

A menu of programing options to deliver the proposed Scope of Work is detailed on the following pages. A budget snapshot is provided below:

Early Childhood Professional Development Partnership	Phases I-III – \$149,046 (see attached detail)
Family Engagement for Title 1 Schools	Total base cost – \$485,165 (see attached detail)

EARLY CHILDHOOD PROFESSIONAL DEVELOPMENT PARTNERSHIPS

Services rendered by the National Center for Families Learning (NCFL) for the Jefferson County Public Schools (JCPS) from the date of contract execution and extending through August 15, 2019 will be divided into three phases. The overarching goals of these contracted services include: 1) To improve literacy levels for preschool students through interactive and intergenerational literacy activities; and, 2) To help prepare preschool students for Kindergarten. Below is a description of each phase, objective, and related activities. The scope of the project will include all JCPS early childhood educational staff at the following JCPS early childhood centers: Alex R. Kennedy, Cane Run, Dawson Orman, DuValle, Hazelwood, Westport, McFerran, Maupin, Norton Commons, Riverport, and Unseld.

Phase I (September 26, 2018 - April 30, 2019): Interactive literacy strategies to promote literacy development in the classroom.

Objective:

- Increase the use of research-based interactive literacy activities as instructional strategies in the classroom.

Activities:

- A) Initial leadership consultation: NCFL Specialists will meet with administrators from each center to gain a better understanding of current literacy and parent engagement strategies. NCFL will review Work Sampling, ECERS-3, and other assessment data to help determine needs for each site.
- B) Early childhood instructional coach consultation: NCFL will meet with instructional coaches to review plans for each site.
- C) Initial professional development session: Based on initial meetings and data analysis, NCFL Specialists will plan initial PD sessions at each site.
- D) Observation/feedback: Following the PD sessions, NCFL Specialists will visit a sampling of classrooms for observation/feedback sessions. Specialists will also share thematic observations in data review sessions. The observation/feedback sessions will be used to guide future PD.
- E) Leadership consultation: NCFL Specialists and Directors will work with leadership to explore and define additional strategies currently used to engage families in JCPS sites beyond those observed in the initial visits.
- F) Ongoing professional development sessions: NCFL Specialists will host additional PD sessions with early childhood educational staff to continue focus on interactive literacy and parent engagement strategies based on observation/feedback sessions. These PD sessions will be followed by observation/feedback and additional coaching as needed.

Phase II (September 26, 2018 - May 31, 2019): Interactive and intergenerational literacy activities in the classroom, home, and community.

Objective:

- Increase and improve preschool family engagement in their children's learning using research-based intergenerational strategies.

Activities:

- A) Material creation: NCFL will utilize materials for hosting successful family learning events to highlight interactive and intergenerational strategies that are being used in the classroom. Such materials can be retained by JCPS for future use however we expect most materials will be sent home with families.
- B) Family learning events: NCFL will provide PD and coaching services to sites hosting a family learning event. Such events will be focused on engaging families in intergenerational literacy strategies. Events will offer a full battery of support services (child care and healthy refreshments). Events will be hosted in alignment with existing JCPS events when possible.
- C) Debriefing sessions: NCFL Specialists will host debriefing sessions with JCPS sites focused on successes and challenges with parent engagement efforts.

Phase III (June 1, 2019 - August 15, 2019): Summer engagement in intergenerational strategies based on inquiry-based learning. The target audience for summer programming will include building on existing programming as well as Phase I and II families.

Objective:

- Increase and improve family engagement in JCPS summer camp.

Activities:

- A) Host summer professional development session: NCFL Specialists will host a PD session with summer early childhood educational staff to overview and practice inquiry-based, intergenerational literacy strategies and how to transition strategies *into the home*.
- B) Support summer family learning events: Work with JCPS summer staff to support family learning events one day a week at six sites for four weeks. Events will include NCFL content and materials to engage families on- and offline.
- C) Debriefing sessions: NCFL Specialists will host debriefing sessions with JCPS sites focused on successes and challenges with summer efforts.

Total (Phases I-III): \$99,046

Expansion Services

Expand programming to provide and implement an overall Family Engagement plan for early childhood classrooms.

The plan would:

- Include NCFL at the planning stage with JCPS for creating the overall family engagement plan and event schedule for JCPS early childhood programs.
- Include initial PD for family engagement for all teachers and staff working with preschool children (teachers and instructional aides).
- Provide ongoing coaching and support for teachers/staff.
- Provide evidence-based strategies and materials that support high-quality family engagement that impacts children's growth, development, learning, and school readiness.

Total Expansion: \$50,000

FAMILY ENGAGEMENT FOR TITLE I SCHOOLS

NCFL has recently committed to redouble our efforts in Louisville and Jefferson County, to bring families together for learning that decreases the opportunity gap and improves outcomes for children and families. We are currently partnering with JCPS Early Childhood, JCPS Adult Education, Louisville Free Public Library Foundation, Okolona Elementary School, McFerran Elementary School, Dawson Orman Early Childhood Center, Fern Creek High School, Slaughter Elementary School, 2NOT1 Fatherhood & Families, Americana World Community Center, AMPED (Academy of Music Production, Education, and Development), Catholic Charities, and Louisville Urban League to engage staff and families in intergenerational learning opportunities across a continuum of intensity and duration.

Our goal in partnering with JCPS Title I Family Engagement is to bolster the district's capacity to support schools, administrators, and teachers as they work to increase meaningful family engagement that supports student learning and goes beyond compliance. The overarching goals of these contracted services are:

- 1) To improve literacy levels for Title I students through interactive and intergenerational literacy activities
- 2) To build capacity throughout JCPS Title I schools to partner effectively with families.

Below is a description of each service to be rendered, its objective, and related activities:

Strategy 1: JCPS Community Family Engagement Events--to increase family engagement opportunities that yield academic growth in literacy throughout the JCPS community Event costs are calculated based on 20,000 as the expected number of students represented. That is about 20% of the 100,900 student enrollment of JCPS. Total for this strategy: \$293,665

NCFL will partner with Title I School JCPS Family Engagement Leads and JCPS Parent Advisory Council (PAC)* groups to:

- Identify and coordinate a community or school location for each event—7 events, 1 in each JCPS board member district region (7 in total), presented for elementary, middle, and high school levels
- Determine event structures—Events to last 2 hours each
- Plan the event—determine needs such as food and childcare
- Create materials that support the learning outcomes of the event—JCPS Language Services will be needed to support materials creation
- Ensure that JCPS staff/parents are prepared to implement the events—JCPS Language Services will be needed to support event delivery
- Advertise events for maximum participation—JCPS Language Services and outreach services will be needed for effective advertisement

***Title I School Family Engagement Leads are JCPS Employees (one from each Title I school (102)) chosen by the school principal. Parent Advisory Council (PAC) members are parent representatives from all 102 Title I schools.**

Additionally, NCFL will provide:

- Coordination of childcare and refreshments
- Design, printing, and support for materials for events
- Communications support to share event information and outcomes with the local community

Strategy 2: Professional Development around Family Engagement—to increase JCPS family engagement staff capacity Total for this strategy: \$18,750

NCFL will support the ongoing professional development of JCPS family engagement leads:

- Coordination with Title I Family Engagement Specialist monthly to plan for meetings
- Support for four monthly meetings with Title I Family Engagement Leads - Title I School Family Engagement Leads are JCPS Employees (one from each Title I school (102)) chosen by the school principal.

Strategy 3: Building-level support for schools—to provide actionable feedback about family engagement practice Total for this strategy: \$112,500

NCFL will conduct school visits in Title I schools through a family engagement lens:

- Each school will receive 2 visits of one half day each during the school year:
 - Environment observation walk through
 - Front office observation
 - School staff meeting
 - Report of observations and action steps

Strategy 4: District Family Engagement Leadership Team Support—to improve outcomes from family engagement efforts in JCPS Total for this strategy: \$15,000

NCFL will collaborate with the JCPS Title I Family Engagement Specialist (Chrystal Hawkins) to support the district family engagement team made up of district leaders from various district departments (Exceptional Child Education), Diversity, Equity & Poverty, Climate & Culture, Teaching & Learning and English as a Second Language.

- Provide leadership consulting
- Attend meetings (once/month or as needed)
- Participate in ongoing professional learning community (PLC) activities - Family Engagement PLC meets monthly to review school data and plan ways to use department resources to support family engagement at schools.

Strategy 5: Leadership support for Parent Advisory Council (PAC) parents—to empower parent members and develop their leadership of family and community engagement efforts. Total for this strategy: \$45,250

NCFL will engage with the Title I Parent Advisory Council (PAC) :

- Attend monthly PAC meetings (meetings are held each month from September to April)
- Engage parents in planning family engagement events
- Work deeply with 2-3 parents per region to develop leadership capacity
 - To advocate for family engagement in the community
 - To facilitate family engagement events
- Coordination of childcare and refreshments
- * Parent Advisory Council (PAC) members are parent advocates from all 102 Title I schools trained to assist in the planning, implementation and support of school family engagement events.

Total for all strategies: \$485,165