

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

This Agreement entered into as of the 1st day of October, 2019, 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 Prichard Committee for Academic Excellence, a Kentucky nonprofit corporation, was awarded an Statewide Family Engagement Center (SFEC) grant from the US Department of Education to support Family Literacy within Louisville, KY and implement the NCFL 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. To this end, funds are awarded in the amount of \$41,694 to implement the NCFL Family Learning program at McFerran Preparatory Academy and another \$41,694 is awarded to Martin Luther King, Jr. Elementary School for the same purpose.

WHEREAS, the Prichard Committee for Academic Excellence, 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, JCPS will implement the Project by leading a two-generation initiative at JCPS McFerran Preparatory Academy and Martin Luther King, Jr. Elementary, 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:

**Project Scope of Work/Overview:**

The project will implement NCFL's four-component model of Family Literacy at McFerran Preparatory Academy and Martin Luther King Jr. Elementary, serving families in need by assisting parents to improve their literacy skills while helping their children succeed in school.

**JCPS will:**

- a. Implement NCFL's Family Learning programs as described below at McFerran Preparatory Academy and Martin Luther King Jr. Elementary School:

- 1) **Adult Education:** NCFL's adult programming is built on the premise that when parents/ guardians increase their own education, the entire family benefits. Adults have hopes and dreams for self-improvement and life success. Participants in the family literacy program identify goals for learning, and they work to achieve those goals. Examples of these goals could include reaching the next language level in adult English as a second language (ESL) classes, GED preparation, being a better supporter of their children's education, college preparation for themselves and for their children, building strong technology skills that support their goals, and getting a job or finding a better job.
  - 2) **Children's Education:** School systems and community agencies across the country have high standards for student success. Each day students participate in literacy instruction at the school or community agency they attend. Goals for student literacy are determined by local curriculum objectives. These goals are designed to maximize student academic success and encourage post-secondary planning. Students participating in the family literacy program are expected to work hard in school and be willing to experience the process with their parent or guardian.
  - 3) **Parent Time:** This component encourages participating adults to be life-long learners. Whether an individual is interested in learning about nutrition or how to support the development of their child, this component of the program is beneficial for the entire family. Parents/guardians are asked to identify goals that educators and community agencies help them reach. Parent voice is central to the planning of Parent Time sessions. Educators work with individual adults and families on a weekly basis to help ensure that individual family needs are met.
  - 4) **Parent and Child Together (PACT) Time:** PACT Time is the component that brings the entire program together. The national definition of PACT Time was developed by the National Center for Families Learning and is recognized in federal legislation. Through collaborative planning between parents/guardians, educators, community partners, and students, the family can engage in learning together. This learning can occur in many different ways, including but not limited to: parents/guardians spending time in their children's classrooms, engaging in story-telling, reading a book together, participating in a group activity together, going on a field trip as a family. Project-based learning is also an excellent way to include the entire family in an activity. PACT Time can take place wherever parents and their children can learn together.
- b. Enroll a goal of 25 families from McFerran Preparatory Academy and 25 families from Martin Luther King, Jr. Elementary School who will complete the NCFL Family Learning program during the grant period.
  - c. Communications staff will work with NCFL to identify and communicate McFerran Preparatory Academy and Martin Luther King Jr. Elementary School family success stories and achievements throughout the program year.

- d. JCPS is encouraged to hold a celebration event for participating families that meets the required benchmarks as articulated in the evaluation 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, including adult skill building, for a minimum of four hours per week. This component should include support for PACT Time needs, and other information as described in program training materials.
  - 3) Participating families may complete two Family Service Learning projects 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. JCPS McFerran Preparatory Academy and Martin Luther King, Jr. Elementary School must collect 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. Assure 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.
- k. Program staff participate in the hosting of technical assistance site visits and all related activities and training as required.
- l. Designated and appropriate staff attend the Annual Families Learning Conference and attend all required NCFL Family Learning meetings. Designated and appropriate staff participate in future training sessions that directly relate to project development and implementation.
- m. Develop a communications plan in collaboration with NCFL and in compliance with JCPS policies to disseminate information about NCFL 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 or JCPS.
- n. Submit a budget for this program year to NCFL with this signed Agreement.
- o. Acknowledge NCFL 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.
- p. Name and refer to each program described herein as NCFL Family Learning.
- q. Allocate a portion of funding as follows if not already covered by other funding:
  - 1. Designated Parent Facilitators to implement NCFL Family Learning
  - 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.
- r. Track and report number of families participating in NCFL Family Learning program.

- s. Track and report parent knowledge gains in intergenerational literacy strategies using NCFL collection tools.
- t. Track and report Family Service Learning participation.
- u. Track and report monthly attendance for parents and children.
- v. Report academic gains/results for parents and children, if available.
- w. Adhere to data collection timelines.
- x. Designated and appropriate staff participate in future training sessions that directly relate to project development and implementation.

**NCFL will:**

- a. Provide a professional development training schedule at the beginning of the funding year.
- b. 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.
- c. Provide ongoing information and technical assistance to McFerran Preparatory Academy and Martin Luther King, Jr. Elementary School in a variety of formats to support the program.
- d. Provide dissemination of information among all projects through a variety of channels, including, but not limited to, the NCFL websites.
- e. Facilitate a general NCFL Family Learning program meeting on at least a quarterly basis that includes the coordinator(s) and all other designated staff for the purpose of sharing and gathering information as needed to support program improvement.
- f. Provide guidance and expectations for the SFEC Program to McFerran Preparatory Academy and Martin Luther King, Jr. Elementary School staff and families to use technology to learn together and influence other families.
- g. Provide PACT Time®, Parent Time, and Family Service Learning materials and guidance.
- h. Provide one scholarship for staff to attend the annual NCFL Conference.
- i. Provide access to all NCFL digital resources.
- j. Support of national, regional, and local outreach in collaboration with JCPS's communications efforts and structure.
- k. All NCFL researchers must complete the IRB process prior to the start of project activities as is required of any entity conducting research in JCPS.
- l. NCFL researchers must upload the IRB approval letter into the JCPS Data Request Management System (DRMS) as well as the research proposal: <https://assessment.jefferson.kyschools.us/drms/>.

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 agrees 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.

### **Payment of Grant Funds**

Invoices are to be submitted on a monthly or quarterly basis. Specific details of the reimbursement process is discussed between both fiscal point of contacts (JCPS & NCFL) for best practices. If the partner requests reimbursement on a quarterly basis, then all services and expenditures should be billed after three months, with the initial quarter being October 1 – December 31. The itemized receipts, timesheets, invoices, etc. incurred and paid in the quarter must be processed and submitted to NCFL with cancelled checks, time & effort certification, EFT, etc. by the 5<sup>th</sup> of January, which is the following quarter (no more than five days after the quarter end).

NCFL will have 30 days from the invoice date to process invoice and submit payment.

### **Period of Performance:**

Performance under this Agreement shall begin October 1, 2019 and shall not extend beyond the completion date of September 30, 2020 unless term is further extended for additional periods.

### **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, McFerran Preparatory Academy and Martin Luther King, Jr. Elementary School 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.



## **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.

## **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.

## **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.

## **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.

## **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, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability or limitations related to pregnancy, childbirth or related medical conditions.

## **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 McFerran Preparatory Academy and Martin Luther King, Jr. Elementary School.

### **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.

### **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 ensure 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.

### **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.

### **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.

**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 the Period of Performance, 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:**

\_\_\_\_\_  
Martin Pollio, Ed.D., Superintendent

\_\_\_\_\_  
Date

**National Center for Families Learning, Inc.:**

\_\_\_\_\_  
Chief Financial Officer/Senior Director, Operations

\_\_\_\_\_  
Date