

**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"), with its principal place of business at 325 W. Main Street, 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 Federal Programs Parent & Family Engagement Department and all participating JCPS schools to build capacity and collaborate effectively with families. Services shall be designed to improve literacy levels and family-school partnerships for all kindergarten through 12th grade students through interactive and intergenerational literacy activities that involve multiple staff members, community members, and parents to develop and implement a family engagement system. Specific activities to be included will be determined by the JCPS Family Engagement Specialist based on school, district, family, and community needs. Dates and locations of all services shall be agreed upon by the Contractor and the Family Engagement Specialist.

NCFL Proposal is attached as Exhibit A and incorporated herin by reference. In the event of a conflict between the terms of this Contract and the terms of Exhibit A, this Contract shall prevail.

### 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:	\$534,074
Progress Payments (if not applicable, insert N/A):	Within 30 days of approved invoice for services provided
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	TI12797-0349-552GS

### ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on August 16, 2021 and shall complete the Services no later than August 16, 2022, 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, disability, or limitations related to pregnancy, childbirth, or related medical conditions. 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 access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, 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 administrative findings of 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 July 28, 2021.

Contractor's Social Security Number or Federal Tax ID Number: \_\_\_\_\_

JEFFERSON COUNTY BOARD OF  
EDUCATION

By: \_\_\_\_\_

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

National Center for Families Learning, Inc.  
CONTRACTOR

By: MJ [Signature]

Title: Marc Otte  
Vice President, Finance

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

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

\_\_\_\_\_  
Signature of person making Determination

\_\_\_\_\_  
Date

National Center for Families Learning, Inc.  
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 Procurement Regulations

F-471-1

Revised 05/2011



The **National Center for Families Learning (NCFL)** proposes the following professional development and district support plan of action for family-school partnership and engagement in Jefferson County Public Schools (JCPS) for the 2020-21 school year. The primary goal of the partnership between NCFL and JCPS is to expand and amplify family school partnership and engagement efforts within the school system. This includes providing professional development driven by action plans supported by data for staff, school administrators, families, and community networking partners that is culturally and linguistically responsive, focuses on family and student needs and goals.

NCFL's mission is to eradicate poverty through education solutions for families. For three decades, NCFL has pioneered two-generational programming and resources that build the capacity of parents—alongside their children—to strengthen the entire family so that they can achieve self-sufficiency. These resources include: a) place-based family literacy programming; b) parent leadership and empowerment curriculum; c) coalition-building and community development; d) professional development; e) online two-generation family engagement resources; f) relevant research and publications; and, g) consultation to the U.S. government, human service agencies, community-based organizations, libraries, and school systems.

NCFL creates programming which supports the efforts of families with children who live in concentrated poverty. Program participants are from culturally and ethnically diverse backgrounds, experience social isolation, may not speak English as a first language, have inherited generational poverty, and have limited opportunities to achieve social and economic stability due to persistent structural and institutional inequities. Across its current footprint, NCFL serves ethnically diverse, low-income families in 61 communities across the country. Approximately 80 percent of these families are Hispanic-Latino and the remainder are predominantly Native American and African American. In addition to these 61 communities, NCFL has a broader network spanning 80 additional community partners—with whom it has worked over time—as well as millions of teachers and students who use NCFL's digital learning properties.

## **PROPOSED SCOPE OF WORK**

**JCPS K-12 Family-School Partnerships and Engagement:** Comprehensive tiered system of supports for family engagement across participating schools and programs to implement evidence-based practices focused on building the skills of families and school staff to meet the learning and social-emotional needs of all students with an emphasis on reaching families of low-income students, students with disabilities, English learners, migrant students, and students experiencing homelessness.

Our goal in partnering with JCPS Family Engagement is to bolster the district's capacity to support school administrators, teachers, support staff, families, students, and communities as they work to increase meaningful family-school partnerships and engagement that support intergenerational learning and agency through a continuum of professional development and other services with varying levels of intensity and duration. The overarching proposed contracted services to achieve this goal are:

1. Support for Cross Departmental Projects



2. Continuum of Family Leadership
3. Development, Facilitation, and Support of a Three-Level Approach to School-Family Partnerships

**The strategies, objectives, and activities to achieve this goal are as follows:**

**Strategy 1: Support for cross-departmental projects**

**Objective:** Increase intentionality of work across departments to improve outcomes of JCPS family engagement efforts.

**Participants** will consist of JCPS district leaders across various departments (i.e., Diversity, Equity & Poverty; Teaching & Learning; Student Assignment; Special Education; Academic Support Services; Climate & Culture; English as a Second Language; etc.). Cabinet/department leadership recommends members, who will support departments and overall JCPS academic goals through increased family engagement. Members will align department resources to effectively help schools and families overcome barriers to achievement.

**Activities:**

- **FACE Team:** NCFL Specialists will provide support to the district's Family and Community Engagement (FACE) Team through participation in monthly meetings and workgroups as needed.
- **Integrated Support:** NCFL Specialists will work with the JCPS FACE team and other district leadership to support family engagement content across JCPS departments as well as in schools.
- **Kindergarten Transition:** NCFL will work with JCPS to develop a coordinated strategy for kindergarten transition, including creation of a kindergarten transition toolkit and accompanying virtual professional development session.
- **Advocacy:** NCFL will engage district staff in creating systems for receiving family members' advocacy and supporting family agency.

**Total Cost for Strategy 1: \$50, 570**

**Strategy 2: Continuum of Family Leadership**

**Objective:** Provide opportunities for family representatives from JCPS schools to develop a deeper understanding of district and school policies, procedures, and practices through networking, support and learning opportunities with district staff.

**Activities:**

- **District-Wide Parent Advisory Council (PAC):** NCFL will support JCPS staff in their facilitation of virtual PAC meetings.
- **Communications:** NCFL communications team will work in collaboration with JCPS Family Engagement Specialist and district communications team to continue to build the existing

community for families through the JCPS Family Engagement Facebook page, School CNXT, email, and other district communications channels

- Monthly 90 minute Caregiver Cafes: NCFL will provide training and support to district staff to support their facilitation of monthly Parent Cafes. These virtual networking opportunities for families intended to provide families with access to necessary resources and social capital opportunities. An NCFL coach will work with individual organizations to help determine topics for discussion, appropriate virtual activities, resources to compile for families, and how to recruit, retain, and interact with families using virtual meeting spaces.
- Parent Leadership Cohort- NCFL's Parent Leadership institute is designed to collectively activate the leadership skills of parenting adults by encouraging them to become engaged advocates for their community and organized to make a powerful, impactful change on education issues. NCFL will provide professional development, coaching, and monthly convenings with a full battery of support services for a cohort 20-30 JCPS family leaders throughout the school year.

**Total Cost for Strategy 2: \$171,219**

**Strategy 3:** Development, facilitation, and support of a three-level approach to school-family partnerships and engagement focused on improving intergenerational agency and education outcomes.

**Objectives:**

- Deepen family-school partnerships through dual-capacity building professional development for families and school staff in targeted schools.
- Develop and support intensive Family Engagement Teams through methods and practices that are co-created and co-led by the principal, school staff, family leaders, and students in schools identified to participate.

**Activities:**

Participating School Selection Process :Working with JCPS Family Engagement Specialist, NCFL Specialists will:

- o co-design qualifications for participation in targeted support.
- o create an application in Google Forms.
- o co-design materials to communicate this opportunity and its qualifications along with an application to JCPS administrators.
- o Reach out to Family Engagement Leads and Family Leaders from 2020-2021 to explain this opportunity and encourage them to work with administrators to submit an application for their schools
- o Determine levels for school participation

## **Level 1: Building a Larger Community of Family Engagement for all 150+ JCPS Schools and Departments**

### District and School Staff Family Engagement Support and Resources for all JCPS Schools and Departments:

- District-wide Webinars: NCFL will provide quarterly webinars available to all JCPS staff on strategies related to family engagement. Webinars will be recorded and shared via the resource drive.
- Resources: NCFL will create a menu of digital resources that are universally accessible to all JCPS staff. These resources will focus on family engagement best practices
  - o Additional resources related to the four webinar topics will be created and added. A minimum of five new resources will be developed during the term of this agreement.
  - o Additional resources that are co-designed with school teams as a part of targeted support or intensive support may also be added to the universally accessible drive with the permission of those school teams.

## **Level 2: Targeted Support for Sustaining and Expanding Family-School Partnerships**

NCFL Specialists will work with JCPS staff to identify up to 45 Title I schools to participate in targeted professional development for family leaders and school staff that support expanding upon and creating sustainability for existing family-school partnership practices. This professional development will be co-designed by the family leaders and school staff to meet the needs of their school and district-wide family engagement areas of focus.

Through participation in Level 2, schools will

- Be encouraged to create a family engagement team which includes school staff, family members, and community partners and students as appropriate
- Work within the family engagement team to foster a sense of community and shared vision
- Use available school-level data to determine needs
- Create an action plan with specific goals related to family engagement
- Communicate with all relevant stakeholders
- Work with families to co-create and facilitate family engagement activities within their schools that
  - o encourage a deep appreciation of families' language cultures
  - o build relationships and trust between families and school staff
  - o Engage families in student learning in school, at home, and/or in the community



#### School Team Professional Development:

- Team Learning Opportunities: NCFL will work with the District Family Engagement Specialist to plan four virtual networking opportunities open to all school-team members (school staff, family members, and community partners) to support family engagement efforts.
- Coaching Cohorts: NCFL will facilitate virtual coaching cohort sessions for five cohorts and provide coaching support for JCPS staff to support an additional four cohorts. Small groups of school team members will be invited to participate in a scheduled monthly meeting where they can receive support from NCFL and JCPS coaches and collaborate across schools.
- New School/Lead Cohort: A separate monthly cohort meeting will be held each month for schools or family engagement leads who are new to this work to provide additional support.
- Stipends: Family leaders may be eligible for a stipend for participation in this level.

#### **Level 3: Intensive Support for Developing Family-School Partnerships through Dual Capacity-Building**

NCFL Specialists will work with the JCPS Family Engagement Specialist to support the development and maintenance of school-based Family Engagement Teams tasked with creating a sustainable model for family-school partnerships focused on improved educational outcomes for all students.

Through participation in Level 3, schools will

- Create a family engagement team which includes school administrators, teachers, school staff, family members, students, and community partners
- Work within the family engagement team to foster a sense of community and shared vision for systemic family engagement
- Use available school-level data to determine needs
- Create an action plan with specific goals related to family engagement
- Communicate with all relevant stakeholders
- Work with families to co-create and facilitate family engagement activities within their schools that
  - o encourage a deep appreciation of families' language cultures
  - o build relationships and trust between families and school staff
  - o engage families in student learning in school, at home, and/or in the community

#### School Team Professional Development:

Successful family-school partnerships are rooted in the fact that both the school staff and the families receive intensive training and support to co-create strong family engagement practices that are linked to student achievement and school improvement. Family Engagement Teams at this level will participate in training and coaching that is co-designed by the team and facilitated by NCFL Specialists.

- *Team Learning Opportunities:* NCFL Specialists will work with the District Family Engagement Specialist to plan four virtual networking sessions open to all level 2 and level 3 family engagement team members (school staff, family members, students, and community partners) to provide research-based training to build a community of practice across the district to support family engagement efforts.
- *Team Development:* NCFL Specialists will work with the JCPS Family Engagement Specialist to provide individualized team coaching. The team will learn how to incorporate the essential conditions to support policy and program goals that measure capacity growth among families and educators as defined by the Dual Capacity-Building Framework for Family School Partnerships (Mapp, K. L. & Bergman, E., 2019).
- *Coaching Support:* NCFL will provide monthly focused support with the Family Engagement Teams at each school in the cohort, where:
  - *Eligible school staff, family members, and students will receive stipends for planning and co-developing family engagement activities, and attending family engagement team meetings.*
  - *Family Engagement Team Plans include Integration/support of targeted FRYSC core components.* NCFL will provide support to FRYSC coordinators and their advisory councils to provide deliverables and assistance with event planning for one family engagement event (food, transportation, interpretation, childcare) that address their core components of family literacy (FRC) and career exploration and development (YSC).
- *Special Initiatives:* in addition to receiving level 3 support, NCFL will support school participation in special initiatives as approved by the JCPS Family Engagement Specialist to further support family engagement.

**Total Cost for Strategy 3: \$312,285**

**TOTAL \$534,074**