



**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. a Kentucky non-profit corporation (hereinafter "Contractor"), 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 Program to build capacity to partner effectively with families. These support services are designed to improve literacy levels for all preschool 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 2021-22, 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 JCPS Early Childhood, 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:	\$161,346.00
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:	Early Childhood Title I

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on October 6, 2021 and shall complete the Services no later than August 15, 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 October 6, 2021.

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

JEFFERSON COUNTY BOARD OF
EDUCATION

By: _____

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

CONTRACTOR

By:  _____
DocuSigned by:
Marc Otte
DE7A749A8CE541D...

Title: Marc Otte
Vice President, Finance and CFO

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 Program to build capacity to partner effectively with families. This support package is designed to improve literacy levels for all preschool 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.

Rina Gratz

Print name of person making Determination

JCPS Early Childhood Program

School or Department

Signature of person making Determination

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 Procurement Regulations



JCPS-NCFL Early Childhood Partnership 2021-22



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) Early Childhood for the 2021-22 school year. The primary goal of the partnership between NCFL and JCPS is to expand and amplify family school partnership and engagement efforts within early childhood. 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-NCFL Early Childhood Professional Development and Coaching:

Early language/literacy, social-emotional, and family engagement supports for early childhood teachers through an equity lens.

NCFL will render services to JCPS from the date of contract execution and extending through August 15, 2022.

Strategies, objectives, and related activities are detailed below. The scope of the project will include all JCPS early childhood educational staff.

Strategy 1: Interactive coaching and engagement strategies to promote developmentally appropriate practices in the classroom.

Objective: Increase the use of research-based instructional strategies in the classroom.

JCPS-NCFL Early Childhood Partnership 2021-22



Participants: JCPS Early Childhood administrators, teachers, coaches, and assistant teachers through early childhood hubs.

Activities:

Initial leadership consultation: NCFL Specialists will meet with administrators from each center to gain a better understanding of current culturally and linguistically responsive practices, instructional strategies, and family engagement opportunities. NCFL will review parent feedback and assessment data to help determine needs for each site. NCFL coaches will also participate in JCPS Early Childhood Team meetings, related to professional development, to determine opportunities for district-wide PD.

- Early childhood instructional coach consultation: NCFL will meet with instructional coaches to review plans for each site.
- Initial professional development session: Based on initial meetings and data analysis for the current school year, NCFL Specialists will plan initial PD sessions.
- Coaching/feedback: Following the PD sessions, NCFL Specialists will support teachers' and coaches' classrooms through virtual coaching sessions, which will be used to guide future PD.
- Leadership consultation: NCFL Specialists and Directors will work with leadership to explore and define additional strategies currently used to engage families with JCPS sites beyond those discussed in initial professional development and coaching.
- Ongoing professional development sessions: NCFL Specialists will host additional monthly PD with early childhood educational staff to continue focus on classroom and parent engagement strategies based on coaching sessions. Observation/feedback and additional coaching follows these PD opportunities as needed.

Strategy 2: Interactive and intergenerational activities in the classroom, home, and community.

Objective: Increase and improve preschool family engagement in children's learning using research-based instructional strategies.

Participants: JCPS Early Childhood teachers, coaches, and assistant teachers.

Activities:

- Material creation: NCFL will create materials to host successful family learning events to highlight interactive and intergenerational strategies being used in the classroom. Such materials can be retained by JCPS for future use.
- Family learning events: NCFL will provide PD and coaching services to sites hosting a family learning event. These events focus on engaging families in intergenerational strategies that support social emotional and literacy learning.
- Debriefing sessions: NCFL Specialists will host virtual debriefing sessions with JCPS sites focused on successes and challenges with parent engagement efforts.

JCPS-NCFL Early Childhood Partnership 2021-22



Strategy 3: Summer engagement in intergenerational strategies focused on kindergarten transition.

Objective: Increase and improve family engagement in JCPS summer camp.

Participants: JCPS Early Childhood teachers, coaches, and assistant teachers.

Activities:

- 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*.
- 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.
- Debriefing sessions: NCFL Specialists will host debriefing sessions with JCPS sites that will focus on successes and challenges with summer efforts.

Strategy 4: Family Leadership in Early Childhood

Objective: Increase intentionality in family engagement efforts of early childhood programs to build a foundation and set expectations for strong family-school partnerships.

Participants: JCPS Early Childhood teachers, coaches, assistant teachers, and family leaders.

Activities:

- JCPS Early Childhood Parent Advisory Group: NCFL will work with JCPS Early Childhood to establish a parent advisory group.
- Family Member Recruitment: NCFL Specialists will work with JCPS Early Childhood to recruit a committed cohort of family members and community partners from JCPS early childhood centers to participate in the parent advisory group.
- Monthly Meetings: NCFL will work with JCPS Early Childhood to co-facilitate monthly parent advisory group meetings, where family and community leaders interact with JCPS staff to network, develop affinity groups, review policies and practices, and gather feedback.
- Family Leadership Support: NCFL Specialists will work with family leaders and family engagement teams to plan quarterly family engagement opportunities.
- Resource Sharing: NCFL will Facilitate sharing of resources and successful leadership and advocacy activities amongst PAC members, district, and school staff.

Total Cost \$161,346