

**AMENDMENT TO CONTRACT FOR PROCUREMENT OF
PROFESSIONAL SERVICES**

THIS AMENDMENT TO CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Amendment") 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.

WHEREAS the parties entered into a Contract for Procurement of Professional Services dated August 17, 2022 (the "Contract");

WHEREAS the parties have agreed to extend services to up to an additional 11 schools, resulting in an increase of \$97,586 to the Contractor's compensation, and

WHEREAS the parties wish to amend that Contract to revise the compensation amount;

This Amendment hereby amends Article III of the Contract entered into on August 17, 2022 between Contractor and the Board to change the Contract Amount to read "not to exceed \$644,766.00".

All other provisions of the Contract shall remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment to be effective as of October 26, 2022

JEFFERSON COUNTY BOARD OF
EDUCATION

By: _____

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

NATIONAL CENTER FOR FAMILIES
LEARNING, INC.

By: _____

Title: Marc Otte
Vice President, Finance

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 2022-23 school year.

Targeted Support for Developing and Sustaining Family-School Partnerships

NCFL Specialists will work with JCPS staff to support up to 11 schools participating in targeted professional development, networking opportunities, and monthly coaching support for their school's family engagement team. Learning opportunities will support the development and capacity-building of school-based family engagement teams. School teams will be supported to create and sustain family-school partnerships focused on improved educational outcomes for all students.

Through participation in this opportunity, schools commit to forming a family engagement team that

- Includes school administrators, teachers, school staff, family members, students, and community partners who are representative of cultures and ethnicities in the school community
- Fosters a sense of community and shared vision for systemic family-school partnerships
- Uses available school-level data to determine needs
- Creates an action plan with specific goals related to family engagement to improve student achievement
- Communicates with all relevant stakeholders
- Works with families to co-create and facilitate family engagement activities that
 - build relationships and trust between families and school staff
 - encourage a deep appreciation of families' language and cultures
 - engage families in student learning in school, at home, or in the community

School Team Professional Development:

- *Orientation:* NCFL Specialists will work with the District Family Engagement Specialist to plan and facilitate an orientation about team development and expectations to build background knowledge for success. All school teams must agree to have a minimum of two family engagement team members participate in the orientation session for targeted support.
- *Team Learning Opportunities:* NCFL Specialists will work with the District Family Engagement Specialist to plan three networking sessions open to all family engagement team members receiving targeted support to build a community of practice across the district to support research-based family engagement efforts.
- *Coaching Support:* NCFL will provide monthly coaching support with the Family Engagement Teams at each school receiving targeted support. Eligible family members and students on the team will receive a stipend for attending family engagement team meetings, co-developing family engagement activities, or participating in leading those activities.
- *Continuous Improvement:* NCFL will use program data to monitor progress and communicate outcomes for effective program design and implementation.

Proposed Budget

Budget Item	Detail	Cost
NCFL Personnel support	Personnel costs include time for directors, learning design, administrators, professional learning coordinator, and training specialists	\$51,596
Family engagement mini-grants	\$1500 per school	\$16,500
Parenting adult stipends	\$400 per participant (up to 2 participants per participating school)	\$8,800
Supplies, resources, tools, and support for parenting adults	Training materials, childcare, transportation, and associated translation and interpretation costs	\$2,200
Travel	Local mileage for coaches	\$3,850
Indirect	15%	\$14,640
Total	11 schools @\$8,871/school	\$97,586

**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. JCPS-NCFL Family Engagement Partnership is attached and incorporated herein by reference.

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:	\$547,180
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 552IS

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on August 17, 2022 and shall complete the Services no later than August 16, 2023, 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 August 17, 2022.

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: 

Title: Marc Otte
Vice President, Finance

Cabinet Member: Robert Moore

(Initials)

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 2022-23 school year.

Targeted Support for Developing and Sustaining Family-School Partnerships

NCFL Specialists will work with JCPS staff to support up to 17 schools participating in targeted professional development, networking opportunities, and monthly coaching support for their school's family engagement team. Learning opportunities will support the development and capacity-building of school-based family engagement teams. School teams will be supported to create and sustain family-school partnerships focused on improved educational outcomes for all students.

Through participation in this opportunity, schools commit to forming a family engagement team that

- Includes school administrators, teachers, school staff, family members, students, and community partners who are representative of cultures and ethnicities in the school community
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Proposed Budget

Budget Item	Detail	Cost
NCFL Personnel support	Personnel costs include time for directors, learning design, administrators, professional learning coordinator, and training specialists	\$79,939
Family engagement mini-grants	\$2500 per school	\$42,500
Parenting adult stipends	\$400 per participant (up to 3 participants per participating school)	\$20,400
Supplies, resources, tools, and support for parenting adults	Training materials, childcare, transportation, and associated translation and interpretation costs	\$5,100
Travel	Local mileage for coaches	\$5,950
Indirect	15%	\$21,130
Total	17 schools @\$10,636/school	\$180,819