

**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 a comprehensive system of support for family engagement across all participating JCPS schools and programs to build capacity and collaborate effectively with families. Contractor shall provide family engagement professional learning and district support services to the Federal Programs and Parent & Family Engagement Department. Contractor shall implement evidence-based practices focused on building skills of families and school staff to meet the learning and social-emotional needs of all students and bolster the district's capacity to support school staff, families, and communities to increase meaningful family-school partnerships and support intergenerational learning kindergarten through 12th grade. Activities will be determined by the JCPS Family Engagement



Specialist based on district, school, 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:	\$560,134
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 552JS

ARTICLE IV
Term of Contract

Contractor shall begin performance of the Services on July 1, 2023 and shall complete the Services no later than June 30, 2024, 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 1, 2023.

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

JEFFERSON COUNTY BOARD OF
EDUCATION

National Center for Families Learning, Inc.
CONTRACTOR

By: _____

By: Felicia C. Smith

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

Title: Felicia C. Smith, Ed.D.
President & CEO

Cabinet Member: <u>Dr. Terra Greenwell</u> _____ (Initials)
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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.

Judith Wilson
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 for family-school partnership and engagement in Jefferson County Public Schools (JCPS) for the 2023-24 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 learning, which is driven by action plans and supported by data, for district and school staff, administrators, families, and community partners that are culturally relevant, linguistically responsive, and focused on family and student needs and goals.

The National Center for Families Learning (NCFL) works to eradicate poverty through education solutions for families. Our vision is to create comprehensive, coordinated family learning systems in diverse locations nationwide to create equitable communities. NCFL's family learning systems unite family engagement, family literacy, and family leadership initiatives across birth – adulthood to build high-quality, aligned learning pathways. These pathways bring together educators, families, and communities to engage in innovative, research-based education opportunities. A hallmark of NCFL's approach is to ensure programming supports multi-generational outcomes so that children and their parenting adults both achieve their learning goals. Since our inception in 1989, we've reached over 4.5 million families across 39 states and 150 communities.

PROPOSED SCOPE OF WORK

JCPS K-12 Family-School Partnerships and Engagement: Comprehensive system of support 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 professional development and other services with varying levels of intensity and duration. The overarching proposed contracted services to achieve this goal are:

1. District Leadership Support
2. Family Leadership Support
3. Family Engagement Support

The strategies, objectives, and activities to achieve these goals are as follows:

Strategy 1: District Leadership Support

Objective: Increase intentionality of work across district-level departments and building-level leadership to improve outcomes of JCPS family engagement efforts.

Activities:

- **FACE Team:** NCFL Specialists will support the district's Family and Community Engagement (FACE) Team by participating in meetings and workgroups as needed. Members will align department resources to help schools and families overcome barriers to achievement effectively.
 - NCFL Specialists will co-design and co-facilitate one half-day training and planning session with the district's FACE Team.
 - NCFL Specialists will provide ongoing coaching support for the JCPS Parent and Family Engagement Specialist as they plan monthly meetings.
- **JCPS Community Connection:** NCFL Specialists will support the district's Community Connection by participating in meetings and workgroups as needed. Members will align department resources to help schools and families overcome barriers to achievement effectively.
 - NCFL Specialists will provide ongoing coaching support for the JCPS Parent and Family Engagement Specialist as they plan monthly meetings.
- **Organizational Conditions:** NCFL Specialists will work with JCPS building-level leadership and the Teaching and Learning Team to build organizational conditions, as defined by the Dual Capacity-Building Framework, so that family engagement is systemic, integrated, and sustained across the district.
 - NCFL will facilitate a beginning-of-year professional learning session with building-level leadership and other leadership teams as determined by the district focused on processes for building conditions.
 - NCFL will provide ongoing professional learning opportunities for principals and other building-level leaders to deepen their understanding of family engagement.
 - NCFL will provide three touchpoints for building-level leadership to coach continuous improvement with an intentional focus on schools participating in Family Engagement Support offerings.
- **Communications:**
 - NCFL communications team will work in collaboration with JCPS Family Engagement Specialist and district communications team to develop a system for collecting and sharing stories about successful family engagement practices in schools.
 - NCFL Specialists will continue to work with the district to build on the existing community for families through the JCPS Family Engagement Facebook page, School CNXT, email, and other district communications channels.
 - NCFL Specialists will submit a monthly report by the 15th of the following month to provide an update on progress for each activity.

Total Cost for Strategy 1: \$81,250

Strategy 2: Family Leadership Support

Objective: Provide support for JCPS staff as they develop 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. These opportunities will collectively elevate the voice and activate the leadership of parenting adults by encouraging them to become engaged advocates for their community and knowledgeable collaborators who will work with the district leadership to make a powerful, impactful change in the JCPS community.

Activities:

- JCPS Parent Advisory Council (PAC): NCFL will support JCPS staff in facilitating two monthly in-person PAC meetings.
 - NCFL will work with the district Family Engagement Specialist to support planning for in-person PAC meetings.
 - NCFL will provide coaching support for JCPS team members as they build relationships with PAC members.
 - NCFL will provide a full battery of support services (parenting adult stipends, transportation, incentives for participating families, child care, etc.) to reduce barriers to participation.

Total Cost for Strategy 2: \$ 162,050

Strategy 3: Family Engagement Support

Objective: Deepen family-school partnerships through dual capacity-building professional development and coaching for school staff across the district and in targeted schools.

Overview: Movement from traditional family involvement to meaningful family engagement requires not only a shift in practice but also a shift in mindset. School-based practitioners need to move from thinking of families as clients to viewing families as full partners with whom reciprocal relationships are necessary. In *The Dual Capacity-Building Framework for Family-School Partnerships*, Mapp and Bergman (2019) describe the need to build both process conditions and organizational conditions which build the capacity of educators and practitioners in four key areas:

1. Capabilities: skills and knowledge
2. Connections: networks
3. Cognition: shifts in beliefs and values
4. Confidence: self-efficacy

This capacity-building type cannot occur only with day-long sessions or short webinars. A more intensive approach is required that allows for learning, reflection, and implementation with coaching and support. NCFL's in-depth professional learning model addresses all four key areas. Participants read articles, watch videos, and explore resources that support them in building their knowledge of family engagement and effective practices while also addressing misconceptions about what is meant by family engagement. NCFL's model uses a cohort-based system that allows them to engage with colleagues asynchronously and face-to-face to build their networks. Further, participants engage in self-assessment and reflection to examine their own beliefs, mindsets, and values. Finally, participants receive coaching and support throughout the process to build their confidence to build impactful partnerships with families.

Activities:

- District-Wide Webinars: NCFL will provide quarterly webinars available to all JCPS staff on strategies related to family engagement. The JCPS Family Engagement Specialist, or other district staff, will post these offerings in Vector.

- o Resources related to the four webinar topics will be revised, created, and shared via the Resource Drive for all district staff. A maximum of four new resources will be developed during the term of this agreement.
- Family Engagement Lead Training: NCFL will develop and facilitate professional learning opportunities for Family Engagement Leads.
 - o Family Engagement Lead Kickoff training to occur in August 2023.
 - o Revision of the Family Engagement Lead Toolkit resource
 - o Quarterly professional learning opportunities for all Family Engagement Leads
- Individualized Professional Learning Opportunity: NCFL specialists will facilitate a year-long professional learning opportunity, Partnering with Families for Student Success, to support practitioners in improving their family engagement practice.
 - o The course will be offered for two cohorts of up to 20 educators each. Participants will complete an eight-module online course with four facilitated sessions to effectively enhance their capacity to build family-school partnerships. Sessions will be hosted in person and can be adapted to virtual based on the district's needs.
 - o NCFL will conduct ongoing needs assessments to determine needs for coaching support. Up to four optional virtual coaching sessions will be offered.
- Additional Support Opportunity: NCFL will work with JCPS staff to identify up to 14 schools to receive intensive coaching support.
 - o NCFL will work with JCPS to develop a needs assessment to support the school selection process.
 - o Participating schools will receive 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 to create and sustain family-school partnerships focused on improved student educational outcomes will be supported. 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.
 - Encourages a deep appreciation of families' language and cultures.
 - Engages families in student learning in school, at home, or in the community.
 - o Achieving KY Family Friendly Schools or Family Friendly Schools "Gold" Certification
 - Establishing family engagement practices throughout the school community may lead to achieving certification as a Kentucky Family Friendly School or "Gold" School.
 - Recognized by the Kentucky Department of Education, Family Friendly Schools present evidence of practices that develop partnerships with families, enabling

all students to succeed. “Gold” certification prioritizes codesign with family partners in order to provide equitable practices in family and community engagement.

- Additional KY Family Friendly Schools information may be found at the [Kentucky Collaborative for Families and Schools website](#).

Total Cost for Strategy 3: \$316,834

Total Cost for Strategies 1-3 : \$560,134