

**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 2023-24, 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 the Board's Contract Administrator appointed pursuant to Article XIII or his/her designee, 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:	\$248,993.00
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:	EA12782-0322-310JE

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on August 1, 2023 and shall complete the Services no later than July 31, 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 August 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: _____

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

By: _____

Marc Otte
Title: Vice President, Finance and CFO

Cabinet Member: Kim Chevalier

(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.

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, 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

JCPS-NCFL Family Engagement Partnership 2023-24

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 2023-34 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, 2024.

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

Strategy 1 : Interactive coaching and engagement strategies to promote intentional connections between classroom, social-emotional frameworks, and family engagement.

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

Participants: JCPS Early Childhood administrators, teachers, and support staff

Activities:

- Initial leadership consultation: NCFL Specialists will offer opportunities to 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 the 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.
- Face-to-Face Professional Learning: NCFL Specialists will provide a menu of options for each hub to schedule up to two half-day, in-person sessions throughout the year. Sessions will focus on best practices in family engagement, dual-capacity building, and reinforcing strategies from previous professional learning.
- Ongoing Professional Learning Opportunities: NCFL Specialists will participate in and provide support services for professional learning opportunities provided by JCPS Early Childhood. NCFL team members will create digital, asynchronous learning modules to support connections between classroom curriculum and social-emotional learning strategies. NCFL will offer monthly virtual office hours and up to two in-person visits per year with an intentional focus on classrooms outside of stand-alone centers.
- Materials: NCFL will review social-emotional and literacy curriculum and develop family-facing materials for teachers to use to extend the learning experience to the home. Materials may include printed content, virtual classrooms for teacher and parent learning, manipulative activities, and home/classroom anchor charts. This will be accomplished by collaboration with hubs to determine their individual needs. Materials may target at-home activities, training, and PLC support. Such materials can be retained by JCPS for future use.
- Leadership consultation and co-design: 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.

Total Cost for Strategy 1: \$108,593

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 administrators, teachers, and support staff

Activities:

- Family Leadership Support: NCFL Specialists will work with family leaders and family engagement teams to plan quarterly family engagement opportunities.
- Material creation: NCFL will work with JCPS staff to develop materials to support family engagement strategies that align with classroom lessons.
 - NCFL will utilize existing materials to support teachers to host successful quarterly family learning events to highlight interactive and intergenerational strategies being used in the classroom. NCFL will provide materials and support for hands-on learning opportunities for families.
- Professional Learning: NCFL will provide quarterly professional learning opportunities for JCPS staff that support family engagement in early childhood including Family Resource Center Coordinators and Comprehensive Services Liaisons.
- Debriefing sessions: NCFL Specialists will host virtual debriefing sessions with JCPS sites focused on successes and challenges with parent engagement efforts.

Total Cost for Strategy 2: \$52,500

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 administrators, teachers, and support staff

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 two family learning events at eight locations. 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.

Total Cost for Strategy 3: \$38,900

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 leadership, support staff, and family leaders.

Activities:

- Parent Leadership Cohort- NCFL's Activate! program is designed to collectively activate the leadership skills of parenting adults. This is done by encouraging parenting adults to become engaged advocates for their community and knowledgeable collaborators who work with district leadership to make a powerful, impactful change on education issues. NCFL will provide professional development, virtual group support, and individual coaching as needed along with a full battery of support services for a cohort of 15-20 JCPS early childhood family leaders throughout the school year.
- Supports for Families: NCFL will provide wraparound support to eliminate barriers to family participation.
 - o *Family Stipends*: NCFL recognizes that many parents who are interested in participating in Activate! oftentimes work multiple jobs and juggle numerous responsibilities which hinder their ability to consistently commit to the project. Project stipends are intended to provide additional resources to parents so that they can commit to the project without sacrificing their income. Families receive stipends for their time upon completion of the project and a presentation of their community project/campaign.
 - o *Childcare*: Childcare is an ongoing issue for all families. NCFL has found that this is the most important wraparound support to provide for low-income families so that they can consistently participate in the program. Childcare is provided during all convenings.
 - o *Language Justice*: Language justice support for the Activate! meetings including the simultaneous interpretation and the translation of all documents.
- Family Member Recruitment: NCFL Specialists will work with identified JCPS Early Childhood staff to recruit a committed cohort of family members and community partners from JCPS early childhood centers to participate in the parent leadership group.
- Resource Sharing: NCFL will Facilitate sharing of resources and successful leadership and advocacy activities amongst PAC members, district, and school staff.

Total Cost for Strategy 4: \$49,000

Total \$248,993