

**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 (hereinafter “Contractor”), with its principal place of business at 325 West Main Street, Suite 300, Louisville, KY 40202.

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 JCPS schools and programs, focused on the implementation of evidence-based practices that strengthen family-school partnerships and support improved student outcomes, including reducing chronic absenteeism, improving academic results, and strengthening school climate.

Contractor shall provide professional learning and district support services to the Student Support Services Department as outlined in the NCFL–JCPS Family Engagement Support Scope of Work 2026–2027, which is attached and incorporated herein by reference.

Services shall include support for school-level implementation of family engagement systems, development of district-wide structures and expectations, and facilitation of family leadership opportunities. Contractor shall also provide targeted support for early childhood programs and secondary schools as well as tiered support for CSI/MRI cohort schools, including strategies that help families support student learning, monitor academic progress, and navigate key transition years.

Contractor shall leverage nationally recognized frameworks and research-based approaches to family engagement and family learning, informed by NCFL’s experience serving families and school systems across multiple states and communities nationwide.

Activities and deliverables are outlined in the Scope of Work; dates and locations of all services shall be mutually agreed upon by the Contractor and the Assistant Superintendent, Student Support Services.

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:	not to exceed \$349,978
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:	SP12797-0349-401M - \$252,355 SP12797-0349-310LM - \$70,000 SP12797-0349-310MM - \$27,623

ARTICLE IV
Term of Contract

Contractor shall begin performance of the Services on July 1, 2026 and shall complete the Services no later than June 30, 2027, 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 Chief Finance Officer, 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.

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 hereby appoints Dr. Alicia Averette as 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. As necessary, the Contract Administrator may appoint a successor to serve as Contract Administrator through written notice to the Contractor and the Chief Finance Officer. If at any time, the Contract Administrator is no longer in the employment of the Board, the Board's Chief Financial Officer shall appoint a new Contract Administrator and provide notice of that appointment to Contractor.

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, 2026.

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

JEFFERSON COUNTY BOARD OF
EDUCATION

National Center for Families Learning, Inc.
CONTRACTOR

By: _____

By: M O O T T E

Title: Dr. H. Brian Yearwood
Superintendent

Marc Otte
Title: Chief Financial and Administrative
Officer

Cabinet Member: Dr. Katy DeFerrari

(Initials)

Jefferson County Public Schools

NON-COMPETITIVE DETERMINATION EXPLANATION

Describe how you determined that competitive vendor selection is not feasible?

Documentation requirement for all noncompetitive D&F transactions, including contracts and purchases of products at any dollar amount: Requisitioner must document how they determined that the vendor qualified for noncompetitive purchasing. This explanation may include documenting the efforts to find other vendors who provide a similar service/product and/or a list of services/products reviewed and the specific attribute that made the selected service/product distinctly different. This documentation must be attached to contracts during the routing process and attached to the requisition for purchases of all services/products using noncompetitive purchasing.

Requirement for all purchases of \$50,000 or more: Requisitioner must include evidence of cost center approval. This may be accomplished by attaching the Requisition to Purchase form to the Munis requisition or by attaching an approval email from the cost center head. Document negotiation efforts to receive the best price for the service/products being procured.

What specific criteria/criterion is/are necessary for this product or service?

Duplication of cost:

This would be a part of follow-on work on a specialized system, and switching to a new supplier would result in a substantial and unrecoverable duplication of costs. NCFL has been a stable partner which has provided recommendations to the district for systemic improvement and engagement with families to improve learning outcomes. NCFL is most familiar with the goals of the district and community to advance student and family engagement efforts.

Leadership in the field:

NCFL is acknowledged as the leader in its field, as demonstrated by credible literature or industry recognition, and its specific expertise is required.

Further considerations in our analysis include:

- Unlike other organizations, NCFL designs fully customized learning experiences that respond directly to our district's goals, school contexts, and community needs based on our data.
- Strong family engagement components —not just training staff, but actively involving parents as partners in their children's learning and building meaningful home-school connections.
- Multiple delivery modes (in-person, virtual, hybrid), sustained follow-up, ongoing technical assistance.
- Evidence-based frameworks, coupled with ongoing coaching, technical assistance, and evaluation, drive measurable capacity building rather than one-time training.

What steps did you take (i.e. research) to determine this was the only vendor available?

NCFL's national expertise and local presence in Kentucky uniquely position it to translate proven family learning strategies into our educational and community contexts. No other organization combines these components into an integrated, relationship-centered model that simultaneously strengthens educator practice, family leadership, and systemic engagement.

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 2026–27 school year.

The primary goal of the partnership between NCFL and JCPS is to strengthen the district’s capacity to design and implement effective, systemwide family engagement practices that support improved student outcomes. This includes providing professional learning and strategic support for district and school staff, administrators, families, and community partners that are culturally relevant, linguistically responsive, and aligned to the needs and priorities of JCPS.

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 locations nationwide to create thriving communities where all families succeed. 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 41 states and 180 communities.

Proposed Scope of Work

Proposed Partnership Duration: July 1, 2026 – June 30, 2027

JCPS K–12 Family-School Partnerships and Engagement: NCFL will partner with JCPS to strengthen family engagement systems across the district through a comprehensive approach that builds capacity at the school, district, and family levels. This work is grounded in the Dual Capacity-Building Framework for Family–School Partnerships and reflects nationally recognized best practices for family engagement. This approach recognizes families as essential partners in their children’s learning and emphasizes building strong, reciprocal relationships between schools and families to support student success.

The proposed strategies are designed to:

- Support schools in building and implementing family engagement practices that are directly connected to student learning, development, and school improvement priorities,
- Build the knowledge, skills, and confidence of educators and school leaders to implement effective family engagement strategies that contribute to improved student outcomes,
- Establish aligned district systems and structures that support consistent implementation, accountability, and continuous improvement of family engagement efforts,
- Expand opportunities for families to engage as partners and leaders in supporting their children’s learning and contributing to school and district improvement efforts, and
- Strengthen the connection between family engagement efforts and measurable outcomes, including student learning, attendance, and overall school success.

Together, these strategies reflect a coordinated effort to ensure that family engagement is embedded in student learning and instructional practice, aligned to district priorities, and positioned as a key driver of student success.

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

Strategy 1: School-Level Family Engagement Systems (Exemplar Schools)

Objective: Develop and support a cohort of up to 12 schools in building strong, sustainable family engagement systems that serve as models for effective practice and contribute to improved student outcomes.

Key Areas of Focus

- Development of school-based family engagement systems that are aligned to school improvement priorities
- Strengthening the capacity of school-based Family Engagement Teams, including administrators, staff, families, and community partners
- Use of data and the Dual Capacity-Building Framework to guide planning, implementation, and continuous improvement
- Establishment of clear criteria and expectations for exemplar school designation
- Creation of opportunities for cross-school learning and sharing of effective practices

Activities

- Co-design a pilot for building FE systems in schools (elementary, middle, and high).
- Create a rubric for exemplar schools to receive designation at the end of the 26-27 school year.
- Provide 1 professional development webinar to review the rubric and steps to apply to be recognized as an exemplar school.
- Provide 2 virtual labs to support schools seeking exemplar status.

Deliverables

- A co-designed pilot model for school-level family engagement systems that enables participating schools to implement consistent practices that engage families as active partners in student learning and contribute to improved attendance and academic outcomes
- An exemplar school rubric that defines clear expectations for family engagement and provides schools with concrete actions they can take to strengthen family partnerships that support student learning, attendance, and school climate
- A professional learning webinar that prepares school teams to apply the rubric and implement specific family engagement strategies that support student success
- Two virtual coaching labs that support schools in applying these strategies in practice, leading to stronger family-school communication, increased family involvement in learning, and improved student attendance and engagement
- A defined process for recognizing exemplar schools that highlights effective practices and enables other schools to adopt similar approaches that improve student outcomes across the district

Strategy 2: Family Engagement Support

Objective: Strengthen district and school-level leadership capacity to support the implementation and continuous improvement of family engagement practices that contribute to improved student outcomes.

Key Areas of Focus

- Co-design and refinement of Family Engagement Lead meeting structures to support school-level leadership and implementation
- Integration of family engagement practices into broader school leadership and improvement efforts, especially in CSI/MRI improvement priorities
- Incorporation of Early Childhood and ELEV8 initiatives into family engagement structures and supports

Activities

- Provide 3 co-planning meetings with the department administration to design Lead meetings.
- Provide 3 co-planning meetings with the JCPS department to address tiered support for CSI/MRI Cohort work with school based FE Leads and PAC members to strengthen family engagement practices that contribute to improved attendance and academic outcomes.
- Provide 1 co-planning meeting with the department administration to include Early Childhood and ELEV8 in PAC and FE Lead meetings.
- Provide a one-day (six-hour) **Family Workshops to Go** training for up to 30 early childhood education staff, including facilitation guides and instructional materials, along with two in-person follow-up support sessions (2 hours each; dates TBD) to support implementation.
- Provide training and support to pilot and implement **Play With Purpose™** playgroups at up to 5 early childhood centers (2 staff members per site), to be determined in collaboration with JCPS department administration. Materials will be provided to implement the program with up to 15 families at each center to support family engagement and kindergarten readiness through play-based, interactive learning experiences that connect to early literacy.
- Provide up to 3 interactive virtual sessions for middle and high school counselors and Family Engagement Teams focused on transition planning and academic supports, shifting from a focus on transitioning the student to intentionally preparing, supporting, and communicating with families during key transition years. Sessions will include strategies for engaging families in understanding academic expectations, monitoring attendance and course progress, and supporting students through transitions to middle school, high school, and postsecondary pathways.

Deliverables

- Agendas and content that are co-designed, for up to 6 Lead meetings that result in school-based leaders implementing consistent family engagement practices, improving communication and strengthening relationships with families, and increasing family participation in ways that support student learning, attendance, and school climate.
- A plan for incorporating Early Childhood and ELEV8 initiatives into Lead meetings and broader family engagement efforts that ensures consistent strategies are used across programs to engage families in supporting children's early learning and kindergarten readiness
- Implementation of Family Workshops to Go training and follow-up support that results in staff facilitating family literacy workshops where families actively engage in reading, talking, and

learning activities with their children, strengthening early literacy development and family engagement in learning

- Implementation of Play With Purpose™ at up to 5 early childhood centers that results in families participating in regular play-based learning experiences with their children, increasing caregiver-child interaction and supporting early literacy, kindergarten readiness, and school attendance habits. This will include coordinated planning and support (one-day Facilitator training with printed guide for up to two staff members per center, ongoing technical support, one in-person site visit per center, family-facing materials including open-ended play materials, children's books, and tote bags).
- Implementation of transition-focused family engagement practices in middle and high schools that result in families having clearer understanding of academic expectations and student progress, increased family support for attendance and course completion, and stronger alignment between schools and families during key transition years.

Strategy 3: District Family Engagement Strategy & Implementation Planning

Objective: Increase district capacity to design and implement a coherent, systemwide approach to family engagement that is aligned to district priorities and supports improved student outcomes, including attendance, academic achievement, and school climate.

Key Areas of Focus

- Co-development of a District Family Engagement Strategy and Implementation Plan that defines vision, priorities, and actionable steps
- Integration of the Dual Capacity-Building Framework to inform system design
- Alignment of family engagement efforts with district priorities
- Establishment of clear expectations and accountability structures for implementation

Activities

- Provide 3 co-planning meetings with department administration to create and design an implementation plan. Meetings should focus on building process and organizational conditions as outlined in the Dual-Capacity Building Framework for Family School Partnerships.

Deliverables

- A co-developed District Family Engagement Strategy and Implementation Plan that results in clear, consistent expectations for schools and district teams, leading to more aligned family engagement practices across JCPS and increased and more consistent family participation in ways that support improved student attendance, academic achievement, and school climate

Strategy 4: Family Leadership Opportunities

Objective: Strengthen family leadership by building the knowledge, skills, and confidence of parenting adults to actively engage in school and district initiatives that support student success.

Key Areas of Focus

- Strengthening the Parent Advisory Council (PAC) as a structure for elevating family voice and leadership
- Building the leadership capacity of parenting adults to engage in school and district initiatives
- Creating accessible pathways for families to participate in leadership development opportunities
- Supporting parenting adults in understanding and navigating school and district systems
- Connecting family leadership efforts to improved student outcomes

Activities

- Provide 3 co-planning meetings with the department administration to design up to 6 PAC meetings.
- Provide support to remove barriers for families' participation
- Provide access to Ignite! for up to 75 parenting adults from the Parent Advisory Council (PAC) to participate in asynchronous online learning to expand their understanding of leadership
- Facilitate Explore! for a cohort of up to 30 parenting adults from the Parent Advisory Council (PAC)

Deliverables

- Co-designed agendas and content for PAC meetings that result in families actively participating in discussions about student learning and school priorities and contributing ideas that support improved attendance, academic achievement, and school climate
- Implementation of Ignite! that results in increased participation of parenting adults in school and district initiatives and greater understanding of how families can support their children's learning and attendance
- Implementation of Explore! that results in parenting adults applying leadership skills in school and community settings, including engaging with educators and contributing to efforts that support student learning and attendance
- Facilitation support for district PAC meetings, including resources to remove barriers for families' participation, resulting in increased and more consistent family participation across diverse groups of families
- Increased engagement of parenting adults in school and district decision-making, leading to stronger family-school partnerships and greater family involvement in supporting student attendance and learning

Total Cost for Strategies 1-4: \$349,978