

**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 Center for Applied Linguistics (hereinafter "Contractor"), with its principal place of business at 4646 40th Street NW, Washington DC 20016-1859.

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:

Center for Applied Linguistics, CAL SIOP Essentials and Guided Lesson Planning; 3 Groups of up to 35 Participants Each; 1 Facilitator; 3 Consecutive Days (July 31, August 1, and August 2, 2024) In-Person. See attached Services Agreement.

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:	\$19,736.00
Progress Payments (if not applicable, insert N/A):	N/A
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	0571053 0322 EQTXA

ARTICLE IV
Term of Contract

Contractor shall begin performance of the Services on May 08, 2024 and shall complete the Services no later than September 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 May 08, 2024.

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

JEFFERSON COUNTY BOARD OF
EDUCATION

Center for Applied Linguistics
CONTRACTOR

By: _____

By: Lolita Hewett-King _____

DocuSigned by:

DA5EFCAA43854B8...

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

Title: Lolita Hewett-King
Vice President of Finance

Cabinet Member: Robert Moore

(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: N/A

2. There is a single source for the items within a reasonable geographic area —

Explain why the vendor is a single source: CAL is the developing agency and sole vendor for the SIOP (Sheltered Instruction Observation Protocol) for ML learners.

3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —

State the type of service: Professional Development/Educational Consultant

4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —

State the item(s): N/A

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): N/A

6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —

State the item(s): N/A

7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —

State the location: N/A

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: N/A

9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —

State the items: N/A

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.

Brandy Corbin, Principal
Print name of person making Determination

Fairdale High School
School or Department

Signature of person making Determination

Date

Center for Applied Linguistics
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



Center for Applied Linguistics
 4646 40th Street NW
 Washington, DC 20016-1859
 Phone: (202) 362-0700
 Fax: (202) 362-3740
www.cal.org

February 15, 2024

Brandy Corbin, Principal
 Fairdale High School
 1001 Fairdale Rd
 Fairdale, KY 40118
 (502) 485-8248
brandy.corbin@jefferson.kyschools.us

Dear Brandy Corbin,

The Center for Applied Linguistics (CAL) is pleased to submit this proposal to collaborate with Jefferson County Schools. The proposed professional development will consist of educators from the district who will participate in the following workshops.

Workshop: <i>CAL SIOP Essentials and Guided Lesson Planning</i>	Dates	Participants
Day 1 Lesson Preparation (Review Content and Language Objectives, Adaptation of Material, and Meaningful Activities) <ul style="list-style-type: none"> • 8:30- 10:30 – Group 1, Content Area 1 (2 hrs.) • 10:35-12:35 - Group 2, Content Area 2 (2 hrs.) • 12:35 - 1:30 Lunch • 1:30 - 3:30 pm - Group 3, Content Area 3 (2 hrs.)** 	In-Person (1 Facilitator) July 31, 2024 8:30 – 3:30 PM	Up to 35 Participants per group
Day 2 Building Background - (Activities for Building Background/Activating Prior Knowledge, Vocabulary - Main Focus) <ul style="list-style-type: none"> • 8:30- 10:30 – Group 1, Content Area 1 (2 hrs.) • 10:35-12:35 - Group 2, Content Area 2 (2 hrs.) • 12:35 - 1:30 Lunch • 1:30 - 3:30 pm - Group 3, Content Area 3 (2 hrs.) 	In-Person (1 Facilitator) August 1, 2024 8:30 – 3:30 PM	Up to 35 Participants per group
Day 3 Strategies - (Cognitive & Metacognitive Development & Scaffolding) <ul style="list-style-type: none"> • 8:30- 10:30 – Group 1, Content Area 1 (2 hrs.) • 10:35-12:35 - Group 2, Content Area 2 (2 hrs.) • 12:35 - 1:30 Lunch • 1:30 - 3:30 pm - Group 3, Content Area 3 (2 hrs.) 	In-Person (1 Facilitator) August 2, 2024 8:30 – 3:30 PM	Up to 35 Participants per group

** Note: Facilitators and Jefferson County Schools reserve the right to modify the scope and sequence of the workshops based on their assessment of participants' learning needs and teacher contract hours.



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Project Title

CAL SIOP Essentials and Guided Lesson Planning

Description of Services Provided

3 days of in-person professional development workshops will be facilitated by a CAL consultant to up to 105 educators in three groups of 35 from Jefferson County Schools.

Professional Development Content

Sessions will include 90 minutes of workshop content delivery and 30 Minutes for Curriculum Mapping or Lesson Planning. During the CAL SIOP Essentials Workshop sessions, participants will receive an overview of the Lesson Preparation, Building Background and Strategies components and features of the Sheltered Instruction Observation Protocol (SIOP) Model and evaluate and discuss the methodology for implementing sheltered instruction. Participants will work also collaboratively with colleagues to prepare and implement classroom lessons.

The workshops will include a variety of activities, such as demonstrations and explanations, analysis of video teaching sequences, academic readings, the development of instructional activities, and SIOP lesson planning. SIOP Facilitator(s) will provide feedback and guidance on lesson planning

Expected Outcomes

At the end of the workshop, participants will be able to:

- Develop lesson plans with effective content and language objectives to meet the language demands of the grade-level content lessons.
- Create activities and routines that meaningfully teach vocabulary and language structures to English learners.
- Plan for SIOP implementation throughout the 2022-2023 school year.

Evidence-Based Research

The Sheltered Instruction Model is a research-based lesson design and delivery system for emergent bilinguals. The Sheltered Instruction Model evolved into a method for teachers to plan, teach and assess meaningful lessons, and to reflect on their own practice. Each component is supported by empirical studies (August & Shanahan, 2006; Genesee, Lindholm-Leary, Saunders, Christian, 2006) and the model itself has a solid and growing research base (Echevarria, Richards-Tutor, Canges, & Francis; Short, D., Fidelman, C., & Louguit, M).

The Sheltered Instruction Model has 30 features within eight components which provides a framework for teachers to plan integrated language and content lessons (Short, 2013). As a protocol, it is a valid observation instrument. Used as a lesson planning framework, it ensures that the features of effective instruction, some critical for English learners, are present in lessons. More references about the research behind the Sheltered Instruction Model are available upon request.



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Dates/Schedule

The training will take place in-person on July 31, August 1, and August 2, 2024 from 8:30 – 3:30 pm each day. The CAL presenter will be informed of the daily schedule at least one week prior to the start of services.

Location

The training will take place at Fairdale High School (1001 Fairdale Road. Louisville, KY 40118).

Materials

Materials	Number of Copies	How They Will Be Provided
Handouts	1 (PDF)	Emailed from a CAL Staff Member to Brandy Corbin for printing and distribution

Note: CAL will email handouts to Brandy Corbin, approximately one week prior to the first workshop. Jefferson County Schools agrees to reproduce the handouts for distribution to participants.

Training/Workshop Host

Jefferson County Schools agrees to ensure that the following is provided:

- Make all necessary arrangements for the training site including AV equipment (Smart Board or screen and LCD projector, speakers, internet access, and technical support).
- Provide 2 flip charts with chart paper and markers.
- Provide boxes of colored markers and scrap paper/sticky notes on each participant's table.
- Provide appropriate space and set up for cooperative learning and collaborative planning.
- Print and deliver the workshop handouts to the workshop site.

CAL Project Staff

Role	Staff
Project Manager	Kia Johnson, Director of PK-12 Language and Literacy
Workshop Facilitators	TBD
Administrative Support	Ali Alahmadi, Business Specialist

Jefferson County Schools Project Representative

Jefferson County Schools has designated _____
 as the contact for matters related to services. Questions and correspondence should be directed to

 address



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phone

email

Jefferson County Schools Administrative Representative

Jefferson County Schools has designated _____ as the Administrative Representative who shall be responsible for the contractual and administrative aspects of the agreement. Questions and correspondence of an administrative nature should be directed to

address

phone

email

CAL Project Representative

CAL has designated Kia Johnson as its Project Representative who shall be responsible for the programmatic aspects of the Agreement. Questions and correspondence of a programmatic nature should be directed to Kia Johnson at the Center for Applied Linguistics, 4646 40th Street NW, Washington, DC 20016-1859, (202)-355-1525, kjohnson@cal.org.

CAL Administrative Representative

CAL has designated Ali Alahmadi as the Administrative Representative who shall be responsible for the contractual and administrative aspects of the agreement. Questions and correspondence of an administrative nature should be directed to Ali Alahmadi at the Center for Applied Linguistics, 4646 40th Street NW, Washington, DC 20016-1859, 202-355-1597, aalahmadi@cal.org.

Fee

The firm, fixed price for the proposed professional development is \$19,736.00. This price covers all professional services needed for the delivery of this professional development, including consultation, preparation and presentation, and all workshop materials mentioned above.

Jefferson County Schools agrees to pay the Center for Applied Linguistics this firm, fixed price of \$19,736.00 for the services described above.

Payment

CAL will invoice Jefferson County Schools for \$19,736.00 after Day 3, on August 2, 2024.



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Invoices are payable within 30 days of receipt of an invoice from CAL. Please send payment to
Center for Applied Linguistics
Accounts Receivable
4646 40th Street NW
Washington, DC 20016

This contract will be in effect from the date when the contract is signed until September 30, 2024.

Cancellation Policy

In the case of a cancellation or date change, Jefferson County Schools will be responsible for reimbursement to CAL for all unrecoverable expenses (such as planning time) incurred by CAL for the specific training engagement. Cancellations or date changes received less than three (3) business days prior to the start of the training/workshop are subject to a late change fee of 50% of the cost of canceled or changed services.

If the assigned CAL facilitator(s)/coach(es) cannot provide the services as scheduled, CAL will make every effort to provide a qualified, alternative facilitator/coach for the scheduled dates. If this cannot be arranged, CAL will reschedule the training based on consultation with the district.

Notice of cancellation or date changes on the part of Jefferson County Schools for training/workshops, technical assistance sessions, or coaching days must be received in writing by fax, email, or regular mail using the contact information in this Agreement.

Inclement Weather/Emergency Situations

Due to inclement weather or an emergency situation, if notice of cancellation is given at least 24 hours prior to the training workshop, there will be no charge for the on-site training costs and time. However, Jefferson County Schools will be responsible for any training expenses incurred by the trainer that cannot be refunded and for their planning time to date.

CAL reserves the right to postpone or cancel training/workshops in weather/emergency situations. Weather/emergency-related postponements or cancellations will be rescheduled as soon as possible based on the current training schedule.

Copyright

CAL is the owner and copyright holder of all materials developed by CAL staff and consultants for use in the delivery of services under this Agreement. Conversion of the CAL materials to online products is not permitted without the express permission of CAL.

CAL Capabilities Statement

The Center for Applied Linguistics (CAL) is a private, non-profit organization involved in the



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study of language and the application of linguistics to educational, cultural, and social concerns. CAL's mission is to improve education through a better understanding of language and culture. Established in 1959, CAL has earned an international reputation for the quality of its work in language-related information collection, analysis, and dissemination; linguistic research that addresses the needs of the classroom; direct technical services to language programs; professional development; and needs assessments and program evaluations. For current information about CAL projects and products, visit our Web site at www.cal.org/solutions.

Entire Agreement

This Agreement constitutes the entire agreement and understanding between Jefferson County Schools and CAL and supersedes any prior oral or written agreements or understandings, if any. Any changes or modifications shall be accomplished by a written amendment to this Agreement executed by the duly authorized representatives of the parties.

If you agree with the above terms and conditions, please sign two copies of this Agreement, keep one copy for your records, and return one to me with a Purchase Order number **on or before June 1, 2024**. The proposed fees are valid if we receive a signed contract on or before this communicated date. CAL reserves the right not to honor this agreement if a signed copy is not received at least one month in advance of the first day of services.

We appreciate your selection of CAL for professional services, and we look forward to working with you and your district staff.

Sincerely,

Kia Johnson
Director, PreK-12 Language and Literacy
Center for Applied Linguistics
Email: kjohnson@cal.org

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Washington, DC 20016
Web: www.cal.org/solutions@cal.org