



Kenton County School District | It's about ALL kids.

## Issue Paper

**DATE:**

June 6, 2025

**AGENDA ITEM (ACTION ITEM):**

**Consider/Approve** the contract between Lindamood-Bell Learning Processes and Beechgrove and Caywood Elementary.

**APPLICABLE BOARD POLICY:**

01.11 General Powers and Duties of the Board

**HISTORY/BACKGROUND:**

Beechgrove Elementary and Caywood Elementary were each awarded a Reading Diagnostic and Intervention Fund (RDIF) mini grant from KDE for the 25-26 school year. Both schools will use the *Visualizing and Verbalizing* resource to target language comprehension deficits during reading intervention. This resource will provide staff the tools to specifically target language comprehension skills such as background knowledge, vocabulary, language structures, verbal reasoning, and literacy knowledge. The schools will collaborate through training and receive 13 hrs of professional development through in-person training provided by a product specialist to be completed over the course of 2 days.

**FISCAL/BUDGETARY IMPACT:**

\$19,980 to be split 50/50 between Beechgrove and Caywood upon the delivery of RDIF grant funds to the district

**RECOMMENDATION:**

**Approval of the contract** between Lindamood-Bell Learning Processes and Beechgrove and Caywood Elementary.

**CONTACT PERSON:**

Kristie Cahill & Kim Mott

*Kristie Cahill*

*Kim Mott*

Principal/Administrator

*Tina Waitman*

District Administrator

*[Signature]*  
Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal—complete, print, sign and send to your Director. Director—if approved, sign and put in the Superintendent's mailbox.



# LINDAMOOD-BELL

## LEARNING PROCESSES

### Services Contract

The undersigned organization ("District") agrees to pay Lindamood-Bell Learning Processes ("Lindamood-Bell") for the following services:

<b>Created Date</b>	5/29/2025	The price for each additional participant over quantity listed (up to 100 participants) is below.  • Seeing Stars® : \$925 per additional participant • V/V® : \$925 per additional participant • OCN™ : \$925 per additional participant • Talkies® : \$925 per additional participant • LiPS® : \$1,375 per additional participant  (no materials included)
<b>Account Name</b>	Kenton County Schools	
<b>Billing Address</b>	Latonia, KY 41015 United States	
<b>Contact Name</b>	Amanda Jones	
<b>Phone</b>	(859) 760-5184	
<b>Email</b>	amanda.jones@kenton.kyschools.us	
<b>Contract</b>	00001560	

#### Workshop(s)

<b>Start Date</b>	8/5/2025	<b>End Date</b>	8/6/2025
<b>Start Time</b>	8:00 AM	<b>End Time</b>	3:30 PM

Product	Quantity	Discount (Percentage)	Service Fee
Visualizing and Verbalizing® (V/V®) On-site Workshop	24.00	10.00%	\$19980
<b>Description</b>	Onsite inservice workshop with a 45 minute lunch.	<b>Subtotal</b>	\$22200
		<b>Discount</b>	10.00%
		<b>Grand Total</b>	\$19980

Final invoice issued after the workshop(s) to include grand total and additional participant fees, plus any applicable taxes.

A 5% multiple workshop discount is available for on-site workshops scheduled for consecutive days.  
 Large group discounts are available, not to be combined with the multiple workshop discount. Discount is applied to the final invoice.  
     20-39 participants = 10% off the Service Fee  
     40-59 participants = 20% off the Service Fee  
     60+ participants = 30% off the Service Fee

#### 1. Course Materials Policy

The District will contact Lindamood-Bell with the number of participants in the workshop at least four weeks prior to the start of the scheduled event. If the number changes within four weeks of the start date, the District is responsible for contacting Lindamood-Bell. If the District fails to contact Lindamood-Bell with the number of participants, Lindamood-Bell will ship materials for the minimum number of participants as stated in the contract. The District will incur any extra shipping charges for the shipment of extra materials within those four weeks, and Lindamood-Bell cannot guarantee they will arrive in time for the workshop.

#### 2. Participant Kit Policy

The District must purchase a kit with the current edition course manual of the appropriate program for each participant. Lindamood-Bell requires each workshop participant to receive a course manual as each class is taught from the manual and requires kit components for practice sessions. The appropriate manual for each course is: 1) Seeing Stars Teacher's Manual, Second Edition; 2) V/V® Teacher's Manual, Second Edition; 3) LiPS® Manual - Fourth Edition; 4) Talkies® Teacher's Manual, First Edition, or On Cloud Nine® Teacher's Manual, First Edition. Kits may be purchased from Gander Publishing. Reference the code included for discounted rates.

**Lindamood-Bell reserves the right to cancel the scheduled event if any participant does not have the required course manual during the workshop.**

**3. Outside Contracts Policy**

If the District's policy is to issue its own services rendered or consultant agreement contract, it must be received by Lindamood-Bell at least four weeks prior to the start of the scheduled event. If the outside services contract is not received at least four weeks prior to the start of the event, Lindamood-Bell reserves the right to cancel or postpone the above scheduled event until all issues regarding the outside services contract can be resolved.

**4. Billing Policy**

Lindamood-Bell requires a complete purchase order to accompany the signed contract at least four weeks prior to the scheduled event. A purchase requisition will not be accepted. Payment is due 30 days from date of invoice. If the District does not issue payment via purchase order, please inform Lindamood-Bell of your payment procedures prior to returning the signed contract so alternative payment arrangements can be made.

**5. Cancellation Policy**

The District may cancel up to four weeks prior to the scheduled event. If cancellation occurs less than four weeks prior to the event, the District will be responsible for any out of pocket expense (i.e. shipping charges) Lindamood-Bell has incurred for the above event.

**Lindamood-Bell reserves the right to cancel the scheduled event at any time, for any reason, upon notice to the District, including if the signed contract and/or purchase order is not received by Lindamood-Bell at least four weeks prior to the beginning date of the event.**

If the performance of this Agreement or any obligations hereunder is prevented, restricted, or interfered with by reason of earthquake, fire, flood, or other casualty or due to strikes, riot, storms, explosions, acts of God, war, terrorism, or a similar occurrence or condition beyond the reasonable control of the Parties, the Party so affected shall, upon giving prompt notice to the other Parties, be excused from such performance during such prevention, restriction, or interference, and any failure or delay resulting therefrom shall not be considered a breach of this Agreement.

**6. Your Scheduled Presenter Is:** To be determined upon scheduling.

Should the named presenter(s) become unavailable, Lindamood-Bell will provide a presenter equally capable of delivering the standard high quality, current, and complete Lindamood-Bell® workshop to participants.

**7. Level of Instruction**

This level of instruction is intended to introduce participants to the specific steps of these processes as preparation for instructing students and is not sufficient interaction to enable the participant to train others in the Lindamood-Bell® programs.

**8. Prior Approval of Written Materials**

The District will submit a copy of any written materials that it plans to distribute regarding this workshop to Lindamood-Bell prior to its dissemination. Material must be provided to Lindamood-Bell for review and written approval no less than 30 business days prior to anticipated distribution.

**9. Trademarks and Copyrights**

Lindamood-Bell Learning Processes is the owner and/or exclusive licensee of the following proprietary trademarks and service marks (the "Marks"):

Lindamood-Bell Learning Processes®

Lindamood-Bell®

Lindamood®

LiPS®

Lindamood Phoneme Sequencing®

Visualizing and Verbalizing®

Visualizing & Verbalizing®

Visualizing and Verbalizing for Language Comprehension and Thinking®

V/V®

Seeing Stars®

Vanilla Vocabulary®

On Cloud Nine®

OCN™

See Time Fly®

SI™

HLM®

Human Learning Management®

Gander Educational Publishing®

Gander Publishing®

Nancibell®

We Create the Magic of Learning®

Catch a Star®

Center in a School™  
CIS™  
OPAL™  
Orthographic and Phonological Awareness for Literacy A Measure of Symbol Imagery™  
Talkies®  
Sensory Cognitive Processing™  
Follow the Goose!®

Some of the trademarks and service marks have associated proprietary images.

In addition to the Marks, Lindamood-Bell is the owner and/or exclusive licensee of the following copyrighted works (the "Copyrights"):

LAC Test, Lindamood Auditory Conceptualization Test®  
The Lindamood Phoneme Sequencing Program for Reading, Spelling and Speech (LiPS)®  
Visualizing and Verbalizing for Language Comprehension and Thinking®  
On Cloud Nine: Visualizing and Verbalizing for Math®  
Seeing Stars: Symbol Imagery for Phonemic Awareness, Sight Words and Spelling®  
LINDAMOOD-BELL's website located at [www.LindamoodBell.com](http://www.LindamoodBell.com) (the "Website")®  
Vanilla Vocabulary®  
Ivan King of the Neighborhood®  
Ivan Sleeps Over®  
Talkies®

Each of the Copyrights has derivative works, including but not limited to text, images, software, audio and/or video materials related thereto. All such materials, including the Marks, the Copyrights and all other proprietary rights and materials of Lindamood-Bell and its affiliates are hereinafter referred to individually and collectively as the "Materials."

#### 10. Materials

The District recognizes and agrees that the Program Materials consist of copyrighted works. Neither the District nor its employees shall do anything in connection with the Materials or the Marks that might in any way violate copyright or trademark laws applicable to the Materials and their use by the District pursuant to the terms and conditions of this Agreement. For example, neither the District nor its employees shall alter or amend the Materials without the express prior written consent of Lindamood-Bell. Further, neither the District nor its employees shall copy or distribute the Materials in a manner not authorized by the terms and conditions of this Agreement.

Any reference to all or any portion of the Materials in any and all advertising materials, manuals, instructional materials, software, registrations, websites, and other related documents or materials (collectively, the "Publications") produced or sponsored by the District shall contain the following disclaimer: "[District] is not affiliated with, certified, licensed, or sponsored by Lindamood-Bell Learning Processes, Nanci Bell, Phyllis Lindamood or Pat Lindamood. Lindamood-Bell Learning Processes in no way guarantees the quality of the materials or services that may be supplied by [District]." (The "Disclaimer"). The Disclaimer shall be placed in a conspicuous manner on any and all documents produced or sponsored by the District that in any way reference all or any portion of the Materials.

The District agrees to notify Lindamood-Bell of any and all infringements of the Copyrights or the Marks that come to the District's attention. Further, the District shall take no action against a third party with regard to any such infringements without the prior written consent of Lindamood-Bell.

The District may not reproduce all or any portion of the Materials, including those protected by the Copyrights, without the express prior written permission of an officer of Lindamood-Bell. If Lindamood-Bell approves any use of the Materials in any Publications protected by the Copyrights, any and all such uses by Applicant shall include, in addition to the Disclaimer, a conspicuous credit notice identifying the use of the Copyrights as follows: "From [name of publication, date], © [year of publication and author]. All rights reserved. Used by permission and protected by the copyright laws of the United States. Such laws prohibit any copying, redistribution or retransmission of these materials without express written permission from [author]."

The District shall submit to Lindamood-Bell for its prior written approval any and all advertising materials that contain reference to all or any portion of the Materials including, but not limited to: brochures, flyers, newspaper advertisements, mailing, World Wide Web postings, radio, or television commercials. Lindamood-Bell shall have fifteen (15) business days from its receipt of any and all such items from the District to provide its approval of the Materials or to provide the District with written objections to the District's requested use of the Materials. Any Lindamood-Bell® approved reference to all or any portion of the Materials on the District's website shall contain a direct link to the Lindamood-Bell® website at: <http://www.lindamoodbell.com>. The District acknowledges that Lindamood-Bell has the right and duty to control the use, quality, and implementation of the Materials. Accordingly, the District acknowledges and agrees that it shall in no way utilize all or any portion of the Materials in a manner that would affect the quality or validity of the Materials, along with the goodwill and reputation of Lindamood-Bell, Nanci Bell, Phyllis Lindamood, Pat Lindamood, and/or any of their programs, copyrighted works, or other proprietary materials, including the Materials. Any such action by the District or its agents in violation of this covenant shall be deemed a material breach of this Agreement by the District and shall provide Lindamood-Bell the right to immediately terminate this Agreement in addition to seeking damages and equitable relief.



The District hereby acknowledges the validity of each of the Copyrights and Marks, and neither the District nor its agents shall in any way undertake any action or effort, directly or indirectly, to challenge the ownership or validity of the Marks or the Copyrights or any other intellectual property of Lindamood-Bell, Nanci Bell, Phyllis Lindamood, and/or Pat Lindamood.

The District hereby agrees to defend, indemnify, and hold Lindamood-Bell harmless from and against any and all suits, actions, claims, judgments, debts, obligations, or rights of action, of any nature or description, and any and all costs including attorneys' fees incurred by Lindamood-Bell in connection with, arising out of, or relating to the need for Lindamood-Bell to protect the Copyrights and/or the Marks as a result of any acts, omissions, statements, or representations of any employee or agent of the District. The District shall immediately notify Lindamood-Bell of any known or expected violation of the Copyrights or the Marks, whether by an employee or agent of the District or by any third party.

The District recognizes and agrees that Lindamood-Bell Learning Processes and its principals own the copyrights and all derivative works including, but not limited to, all tests, images, printed materials, software, audio and/or video materials, utilized in all Lindamood-Bell® workshops or presentations (collectively, the "Materials"). The Materials are protected by the copyright laws of the United States. Such laws prohibit any copying, redistribution, or retransmission of the Materials without the express written permission of the author. Accordingly, videotaping, audio taping, or otherwise electronically recording any workshops or related presentations by Lindamood-Bell, its employees, or representatives is strictly prohibited without the express, prior written permission of an authorized office of Lindamood-Bell.

Attendance at one or more of our workshops does not create an express or implied license to train others to conduct clinics or workshops in our proprietary educational programs or to certify any individual in the use or administration of our programs. Lindamood-Bell® program materials are copyrighted property and all trademarks, service marks, trade names, trade dress, and other intellectual property rights in the Lindamood-Bell® program materials are owned by Lindamood-Bell Learning Processes. No element of the Lindamood-Bell® program materials may be used or exploited in any way other than as part of the online programs offered to you. We do not transfer title to any portion of the Lindamood-Bell® program materials to you. No part of the Lindamood-Bell® program materials may be reproduced or stored, modified, copied, republished, uploaded, posted, transmitted, or distributed, by any means or in any manner, or included in any other website or in any public or private electronic retrieval system or service including, but not limited to, text, graphics, video, messages, code and/or software without the express prior written consent of Lindamood-Bell. If the District breaches any of these terms, its permission to use the Lindamood-Bell® program materials automatically terminates and it must immediately destroy any downloaded or printed extracts from the Lindamood-Bell® program materials. Please contact us at any time if you have any questions concerning the use or implementation of our programs by third parties.

#### 11. Credit Options

The District acknowledges that participants will be offered the choice of one of the following two types of credit:

- a) Lindamood-Bell® Continuing Education Units (CEUs): One workshop hour equals 0.1 unit. These units are available at no cost upon request after the completion of the workshop.
- b) University of Massachusetts Global: Credits are optional, additional fees apply, payable by the individual to University of Massachusetts Global. Credits are as follows:
  - SI™, V/V®, LiPS®, Talkies®, or OCN™: 1 semester unit (usually equivalent to 1 1/2 quarter units).

#### 12. The District Will Provide

1. Room(s) set up classroom style with tables (not desks) and comfortable, adult-size chairs, presenter table and chair, and wastebasket.

\*\* Theater style seating is not appropriate. Please do not use rooms with columns or other features that may obstruct the participants' view.

2. A large screen for an LCD projector (projector not needed).

3. Wireless lavalier (lapel) microphone and sound system for groups larger than 40.

\*\* The above set up is required to maximize the learning experience for all participants. Oddly shaped rooms with inadequate Audio Video equipment detract from the information presented.

#### 13. Arbitration

Except for any claim seeking the exercise of the injunctive or equitable powers of a court of competent jurisdiction, any action to enforce or interpret this Agreement, or to resolve disputes with respect to this Agreement, shall be settled by arbitration in accordance with California Code of Civil Procedure Sections 1280 through 1294.2 and any successor provisions thereto. The provisions of California Code of Civil Procedure Section 1283.05 regarding the right to take depositions and obtain discovery shall apply to the arbitration. Arbitration shall be the exclusive dispute resolution process. Any party may commence by sending a written demand for arbitration to the other parties. Such demand shall set forth the nature of the matter to be resolved by arbitration. The place of arbitration shall be in the County of San Luis Obispo, California. The arbitrator to the resolution of the dispute shall apply the substantive law of the State of California. The parties share equally all initial costs of arbitration. The prevailing party shall be entitled to reimbursement of attorneys' fees, costs, and expenses incurred in connection with the arbitration. All decisions of the arbitrator shall be final, binding, and conclusive on all parties. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof. The arbitrator (if permitted under applicable law) or such court may issue a writ of execution to enforce the arbitrator's decision.

#### 14. Miscellaneous Provisions

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, successors and assigns, and shall be governed by, construed, and enforced in accordance with the laws of the State of California. If any enforcement of this Agreement is sought, the courts of San Luis Obispo County, California shall have exclusive jurisdiction and venue thereof, and each party

hereby irrevocably and unconditionally submits to such jurisdiction and venue. This Agreement may be signed in counterparts and delivered by facsimile or other means of electronic transmission which together shall constitute one and the same Agreement. This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations, and understandings, whether written or oral, with respect to the subject matter thereof. The Organization shall not assign this Agreement without the prior written consent of Lindamood-Bell. Nothing herein shall be construed to place the parties in the relationship of partners or joint venturers, and neither party shall have the right to bind the other in any manner whatsoever. If any one or more of the provisions contained in this Agreement are held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and the intent manifested thereby shall be recognized. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party (i) if personally served, when received; (ii) if transmitted by facsimile, upon the generation by the transmitting facsimile machine of a confirmation that the entire document has been successfully transmitted; (iii) if sent by recognized courier service on the business day following the date of deposit with such courier services; or (iv) if sent by registered mail, postage prepaid, return receipt requested, on the third business day following the date of deposit in the United States mail. All such notices shall be addressed to a party at the addresses as set forth on the first and last page of this Agreement. Any party hereto may change its address for purposes of this paragraph by written notice in the manner provided above.

***This offer Contract is valid for 60 days from the date issued. If not accepted by that date, the offer is rescinded after which time it may need to be revised.***

The undersigned organization represents and warrants that they have the legal authority to enter into this Agreement, and that this Agreement shall be binding on the undersigned organization in accordance with its terms and conditions. The party signing this agreement on behalf of the undersigned organization has authority to fully bind the organization.

All pages of the agreement must be returned for the signed agreement to be valid.

**Please print and sign one copy, and return to:**

Lindamood-Bell Learning Processes  
Professional Development Department  
Fax: (805) 541-6370  
Email: [Support.ForSchools@LindamoodBell.com](mailto:Support.ForSchools@LindamoodBell.com)

**Kits may be purchased from:**

Gander Publishing  
P.O. Box 780  
Avila Beach, CA 93424  
Phone: (805) 541-5523  
Fax: (805) 782-0488  
[www.ganderpublishing.com](http://www.ganderpublishing.com)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Contracting Party  
"The District"

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Director of Lindamood-Bell for Schools  
Lindamood-Bell Learning Processes