



# **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.

## 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:

The Center for Applied Linguistics will consult with schools and/or the Office of Multilingual Learners (OML) to develop customized plans of support and provide detailed quotes based on needs analysis that are specific to the school and district needs.

### 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 \$860,000
Progress Payments (if not applicable, insert N/A):	upon receipt of itemized invoice from contractor
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	Various school and district accounts

### ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on August 20, 2025 and shall complete the Services no later than August 19, 2026, 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 20, 2025.

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

JEFFERSON COUNTY BOARD OF  
EDUCATION

By: \_\_\_\_\_

Title: Dr. H. Brian Yearwood  
Superintendent

Center for Applied Linguistics  
CONTRACTOR

By: DocuSigned by:  
Lolita Hewett-King

DA5EFCAA43854B8...  
Title: Lolita Hewett-King  
VP of Finance

Cabinet Member: Dr. Terra Greenwell

\_\_\_\_\_  
(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: Provides professional development for educators of ML Learners on 8 components

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.**

**Regina Bradley**

Print name of person making Determination

Regina Bradley

Signature of person making Determination

**Center For Applied Linguistics (SIOP)**

Name of Contractor (Contractor Signature Not Required)

**OML LE1**

School or Department

**6/4/25**

Date

Requisition Number

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations



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

June 11, 2025

Vongmany Edmonds  
 Manager of Instruction, Office of Multilingual Learners  
 Jefferson County Public Schools  
 (502) 485-6081  
[Vongmany.edmonds@jefferson.kyschools.us](mailto:Vongmany.edmonds@jefferson.kyschools.us)

Dear Vongmany Edmonds,

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

Workshop: <i>CAL SIOP for Trainers</i>	Dates	Participants
<b>Day 1</b> <ul style="list-style-type: none"> <li>• Key characteristics and elements of effective SIOP Model professional development workshops</li> <li>• SIOP Model review with modeling of workshop activities for the SIOP Model overview, and the Lesson Preparation and Building Background components</li> <li>• PD Planning Time</li> </ul>	August 27, 2025 8:30 a.m. to 3:00 p.m. ET 1 Facilitator, In-Person	(Up to 35 Participants)
<b>Day 2</b> <ul style="list-style-type: none"> <li>• SIOP Model review with modeling of workshop activities for the Building Background, Comprehensible Input, and Strategies/Interaction Components</li> <li>• Characteristics of participants and differentiating professional learning</li> <li>• PD Planning Time</li> </ul>	August 28, 2025 8:30 a.m. to 3:00 p.m. ET 1 Facilitator, In-Person	(Up to 35 Participants)
<b>Day 3</b> <ul style="list-style-type: none"> <li>• SIOP Model review with modeling of workshop activities for Practice/Application, Lesson Delivery, and Review &amp; Assessment components</li> <li>• Adult Learning Theory</li> <li>• PD Planning Time</li> </ul>	August 29, 2025 8:30 a.m. to 3:00 p.m. ET 1 Facilitator, In-Person	(Up to 35 Participants)

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





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### **Project Title**

*CAL SIOP for Trainers*

### **Description of Services Provided**

Three (3) days of in-person professional development will be facilitated by a CAL consultant to up to 35 educators from Jefferson County Public Schools.

### **Professional Development Content**

During the CAL SIOP for Trainers: Intermediate sessions, educators will review the components of the SIOP Model and acquire knowledge and skills to help PreK-12 or adult education teachers better integrate content and language instruction for English learners as Professional Development facilitators.

### **Expected Outcomes**

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

- Describe the features of identified components of the Sheltered Instruction Model relevant to classroom instruction.
- Model workshop activities for the eight SIOP Model components: Lesson Preparation, Building Background, Comprehensible Input, Strategies, Interaction, Lesson Delivery, Practice & Application, Review and Assessment.
- Enhance Sheltered Instruction Observation Protocol (SIOP) Model knowledge to support the delivery of effective professional development workshops at the school or district level.

### **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 August 27-29, 2025 from 8:30 a.m. to 3:00 p.m. ET 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 Jefferson County Public Schools. The exact location of sessions will be communicated to the CAL facilitator at least one week prior to the start of services.

### Materials

Materials	Number of Copies	How They Will Be Provided
Handouts	1 (PDF)	Emailed from a CAL Staff Member to Vongmany Edmonds for printing and distribution
CAL SIOP Educator Digital Badges	1 per participant	Sent via Credly approximately one week after final workshop and attendance confirmation.

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

### Training/Workshop Host

Jefferson County Public 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.
- Provide attendance lists for each day with participant names and email addresses for issuing digital badges.

### CAL Project Staff

Role	Staff
Project Manager	Kia Johnson, Senior Director of PK-12 PD & Evaluations
Workshop Facilitators	TBD
Administrative Support	Ali Alahmadi, PD Business Specialist



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#### **Jefferson County Public Schools Project Representative**

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

\_\_\_\_\_

address

\_\_\_\_\_

phone

\_\_\_\_\_

email

#### **Jefferson County Public Schools Administrative Representative**

Jefferson County Public 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](mailto: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](mailto:aalahmadi@cal.org).

#### **Fee**

The firm, fixed price for the proposed professional development is \$17,207.00. 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 Public Schools agrees to pay the Center for Applied Linguistics this firm, fixed



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price of \$17,207.00 for the services described above.

### **Payment**

CAL will invoice Jefferson County Public Schools for \$17,207.00 after Day 3, on August 29, 2025.

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

This contract will be in effect from the date when the contract is signed until September 30, 2025.

### **Cancellation Policy**

In the case of a cancellation or date change, Jefferson County Public 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 Public 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 Public 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





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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 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 website at [solutions.cal.org](http://solutions.cal.org).

### **Entire Agreement**

This Agreement constitutes the entire agreement and understanding between Jefferson County Public 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 August 19, 2025**. 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, EdD  
Senior Director, PreK-12 Professional  
Development and Evaluations  
Email: [kjohnson@cal.org](mailto:kjohnson@cal.org)

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4646 40th Street NW  
Washington, DC 20016  
Web: [www.cal.org/solutions@cal.org](http://www.cal.org/solutions@cal.org)



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## APPROVED

### Center for Applied Linguistics

DocuSigned by:  
Signature Lolita Hewett-King  
DA5EFCAA43854B8...

Print Name Lolita Hewett-King

Title VP of Finance

Date 6/16/2025

## ACCEPTED

### Jefferson County Public Schools

Jefferson County Public Schools warrants that the person who is signing this Agreement on behalf of Jefferson County Public Schools is authorized to do so and to execute all other documents necessary to carry out the terms of this Agreement.

Jefferson County Public Schools affirms the source of funds is:

☐ Federal ☐ Non-federal

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_