

**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 Langsford Learning Acceleration Center (hereinafter "Contractor"), with its principal place of business at 2520 Bardstown Road Suite 10 Louisville, KY 40205.

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 comprehensive literacy intervention services to the St. James School within the Archdiocese of Louisville for up to sixty (60) students, including assessment, instruction, and ongoing program support. Services shall include initial and follow-up diagnostic testing, analysis of student performance, grouping of students for instruction, and delivery of small-group literacy instruction in cohorts of approximately four (4) students per group across multiple instructional blocks totaling approximately fifty (50) sessions per block. Contractor shall be responsible for all planning, preparation, materials, staffing, travel, and implementation necessary to carry out the instructional program, as well as ongoing oversight and progress monitoring. Additional services shall include regular communication with school

staff and parents, weekly progress updates, parent education, and faculty training as outlined in the approved proposal .

All services provided under this Agreement shall be secular, neutral, and non-ideological in nature and shall not include any religious instruction, content, or activities.

Contractor agrees that they will not operate a motor vehicle in the performance of this Contract. The Contract Administrator hereby waives the insurance requirement for automobile liability insurance. All other provisions of Article V shall remain the same.

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:	Up to the amount of \$183,288.70
Progress Payments (if not applicable, insert N/A):	Upon receipt of itemized invoices
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	9872027-0322-310MN - \$179,288.70 9872027-0322-401MP - \$4,000.00

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on July 22, 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.

Notwithstanding Article XII, the Board acknowledges that the Contractor owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books ("materials") used in conjunction with the services performed under this contract. Contractor shall retain all copyrights owned before entering into this contract, and the Board may not reproduce any materials not designated reproducible without the express written permission of the contractor. The Board shall not record (on audio or video) the consultant's presentation during a visit. In the event the Board determines

that it is impractical or impossible for in-person services to occur, the Contractor may provide these services remotely using video conferencing technology as necessary.

ARTICLE XIII Contract Administrator

The Board hereby appoints Elaine Abanatha 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 22, 2026.

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

JEFFERSON COUNTY BOARD OF
EDUCATION

Langsford Learning Acceleration Center
CONTRACTOR

By: _____

By: _____

Title: Dr. H. Brian Yearwood
Superintendent

Title: G. Stephen McCrocklin
Educational Specialist

Cabinet Member: Dr. Jim Jury

(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: Educational Specialist

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

State the item(s): _____

5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —

State the type(s) of item(s): _____

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

State the item(s): _____

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

State the location: _____

8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —

Explain the logic: _____

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

State the items: _____

I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.

Elaine Abanatha

Print name of person making Determination

Federal Programs

School or Department

Elaine Abanatha

Signature of person making Determination

May 26, 2026

Date

Langsford Learning Acceleration Center

Name of Contractor (Contractor Signature Not Required)

Requisition Number

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



April 21, 2026

To Whom It May Concern,

I am requesting a waiver for the following coverage as it relates to my contracted services with JCPS:

- **Auto Insurance Waiver:** I will not be using my personal or company vehicle on JCPS property to perform the contracted duties.

Thank you for your consideration. Please let me know if you need any further documentation.

Sincerely,

Stephen McCrocklin, Executive Director

Title I Targeted Reading Intervention, St. James School and Langsford Learning Center - Proposal

St. James School is proposing the formation of a partnership with Langsford Learning Center to support children's reading skills at St. James School. The goal of this proposed partnership is to provide diagnostic assessment and targeted reading instruction by trained Langsford reading specialists for up to 60 Title 1-eligible students attending grades 2-8 at St. James School during the 2026-2027 school year.

Nearly 80% of St. James students qualify as Title I-eligible and perform below grade-level expectations on MAP Data. Winter MAP Reading results show that achievement for grades 2-8 ranges from the 29th percentile to the 58th percentile, with grades 2, 4,5,6, and 8 falling below the 50th percentile. Growth percentiles for grades 2-8 range from the 32nd to the 78th, indicating the potential for significant improvement if students received consistent, timely, and targeted intervention. This partnership will improve each student's literacy skills, through instruction in the core areas of phonemic awareness, phonics, fluency, vocabulary, and comprehension.

The Langsford Center has 34 years of experience administering their instructional model, which is based on assessing and building the underlying sensory cognitive functions that must be in place for a child to develop reading skills. With this foundation in place, students become equipped to work independently and self-correct as they learn.

The Diocese has previously adopted components of Langsford's literacy intervention approach as part of its professional development programming. The requested services involve on-site implementation support, teacher coaching, and instructional alignment with school goals to increase literacy and parent engagement at St. James School.

Typically instruction provided by Langsford is on-site at their offices and involves diagnostic assessments and highly customized plans for improving reading for children and adults. However, Langsford has worked with schools on-site, at the request of schools, school districts, and parents. The most extensive on-site intervention effort, and the one that most closely mirrors the St. James plan, is Langsford's 2005-2006 work for Lincoln Elementary, a Jefferson County Public School. Langsford implemented an in-school intervention model with Langsford staff and provided training for Lincoln's full-time teachers to implement the intervention methods in their classrooms, and supported parent education.

For this project, St. James and Langsford will identify up to 60 qualifying students in need of reading assessment and instruction. The Langsford instructors will provide assessment using the Gray Oral Reading Test (GORT), Diagnostic Achievement Battery (DAB-4) Listening

Langsford and St. James School

Activity	Individual	Occurrence	Price			
Start up Costs						
Relationship Building	Executive Director					
Accounting Setup	Bookkeeper					
E&O Insurance	One time cost					
Project Design	Director				\$10,353.75	
Testing						
Initial (w/o Aug 17)						
Assessment Audit	Director					
Testing materials						
Prep	Evaluator					
Administration	Evaluator					
Scoring (no 2nd scoring)	Evaluator					
Travel	Evaluator	daily				
Mileage	Evaluator	daily				
Feedback-school, parents	LS					
Grouping Decisions/Analysis	LS	weekly				
Retest						
Assessment Audit	Director					
Testing materials						
prep	Evaluator					
administration	Evaluator					
Scoring (no 2nd scoring)	Evaluator					
Travel	Evaluator	daily				
Mileage	Evaluator	daily				
feedback-school, parents	LS					
					\$18,964.50	
Cost/Student					\$316.08	
Student Instruction						
Per Group		Number of students per group		4	Hours of Instruction/child	50
LS Oversight	LS	weekly				
Instruction	Instructor	daily				
prep time		daily				
Fixed Cost per block						
Backpack materials			1			
Bookkeeping	Bookkeeper	block				
Instructor Travel	Instructor	daily				
Mileage	Instructor	daily				
LS Oversight	LS	2xweek				
LS Travel	LS	2xweek				
LS Mileage	LS	2xweek				
50 Number of Instructional hours per block					Total Cost for Student Instruction	\$146,670.45
3200 Number of Instructional hours per year					Cost/Student per 50 sessions	\$742.19
60 Total number of Students Served					Cost per student per year	\$2,226.56
					Cost per Instructional Hour	\$14.84
Admin						
Progress Update w/school	LS	Weekly				
Parent Education	LS	Weekly				
Faculty training	director					
					\$3,300.00	
Summary						
Start up Costs					\$10,353.75	
Testing					\$18,964.50	
Student Instruction					\$146,670.45	
Admin					\$3,300.00	
					\$179,288.70	
Cost/Student					\$2,988.15	

Professional Development Proposal Form

Financial Information

Name/Organization St. James School

Address: 1818 Edenside Avenue

City/State/Zip Louisville KY 40204

Langsford Phone Number: (Cell) 502 298-3700 (Work) 502 473-7000

e-mail address: rachel@weteachreading.com

Session Expenses

Presenter/Consultant's Fee:	\$2,000 per session
Travel Expenses (Estimated) (transportation, lodging, and meals)	None
Materials (please itemize)	A book per child, at-home support materials (included)
Other: (please itemize)	None
TOTAL:	\$4,000.00