

Millennium Learning Concepts

CONSULTING CONTRACT

This consulting contract ("Agreement") is entered into by and between Estill County Schools, a ("Client") and Millennium Learning Concepts (MLC), a company ("Consultant"). Millennium Learning Concepts (MLC) Contract Components.

Consulting Services. Client hereby retains Consultant to render the following services to Client (Estill County Schools)

Millennium Learning Concepts WILL serve as the consultant.

Millennium Learning Concepts WILL provide the following services.

Scope of Work:

Millennium Learning Concepts will conduct an Equity and Climate Assessment, MLC will also examine the overall academic program, policies, and practices through the lens equity and diversity. This process includes, an equity desk audit, equity and climate survey, school visits and focus group interviews.

Deliverables:

Equity and Climate Assessment (Process)

Equity and Climate Assessment Report

Equity and Diversity Plan

Two Leadership Trainings (Based on Assessment Results)

Orange County School District WILL

- Estill County School District will serve as the contract agreement host.
- Estill County School District will provide documents for the Desk Audit.
- > Estill County School District will secure the logistics for all in person training.
- Estill County School District will secure the logistics for all in person interviews.
- Estill County School District will disseminate all electronic surveys (developed my Millennium Learning Concepts.
- **2. Relationship of Parties.** This Agreement shall not constitute an employer-employee relationship, and it is the intent of each party that Consultant shall always be an independent contractor.

- **3. Term.** Contract will be for the entirety of the scope of work until completed by Millennium Learning Concepts for Orange County School District.
- **4. Compensation.** For services provided hereunder, Consultant shall be paid **\$20,000.00** for all deliverables (includes travel and materials). All payments shall be made to:

MILLENNIUM LEARNING CONCEPTS, LLC 465 Skyview Lane Lexington, KY 40511

5. Disclosure of Information. Consultant agrees that at no time (either during or after the term of this Agreement) will Consultant disclose or use, except in pursuit of the business of Client or any of its subsidiaries or affiliates, any Proprietary and Confidential Information of Client, or any subsidiary or affiliate of Client, acquired during the term of this Agreement. The term "Proprietary and Confidential Information" shall mean, but is not limited to, all information which is known or intended to be known only to Client, its subsidiaries and affiliates, and their employees, including any document, record, financial or other information of Client, or others in a confidential relationship with Client, and further relates to specific business.

Notwithstanding the foregoing, the restrictions contained in this Section 6 shall not apply to any Proprietary and Confidential Information that (i) is a matter of public knowledge or prior personal knowledge (from a source other than a party to this Agreement or its affiliate), (ii) is independently developed by a person not a party to this Agreement without the use, directly or indirectly, of Proprietary and Confidential Information, or (iii) is required by law or the order of any court or governmental agency, or in any litigation or similar proceeding to be disclosed; provided that the disclosing party shall, prior to making any such required disclosure, notify the other party with sufficient notice to permit that party to seek an appropriate protective order.

- **6. Proprietary and Confidential Information of Others.** Consultant acknowledges that Client does business with clients that supply Client with information of a confidential nature, and that Client has contractual obligations to preserve the confidential nature of such information. Consultant agrees to treat any information received from clients of Client as confidential, as if it were the Proprietary and Confidential Information of Client.
- **13. Amendments.** This Agreement may be amended only in a writing signed by both parties.
- **14. Independent Consultant; No Agency.** The parties always agree that during the term of this Contract, Consultant shall continue to be an independent Consultant, and is not authorized as, nor shall be deemed to be an employee, agent, partner, joint venturer, or representative of Client. Neither party has the authority to bind

the other or to incur any liability on behalf of the other, nor to direct the employees of the other. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and Consultant or any employee or agent of consultant. Consultant shall retain the right to perform services for others during the term of this Agreement.

This contract contains the entire agreement between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of June $___$, 2021 or before July 1^{st} , 2021.
CLIENT
Estill County Schools
Date
Authorized Representative
CONSULTANT
Millennium Learning Concepts, LLC
Date
Dr. Roger Cleveland
Owner & President

MILLENNIUM LEARNING CONCEPTS SCHOOL/DISTRICT EQUITY ASSESSMENT FRAMEWORK

PROCEDURE	PROCESS	PURPOSE	TARGET	DELIVERABLES	
SCHOOL/DISTRICT CONSULTATION	MLC Consults with School/ District Leadership	To Discuss the Focus and Scope of the Equity Assessment.	School/District Leadership	Assessment Process and Goals; Strategy	
COMMUNICATION	Disseminate Assessment Information	Awareness and Preparation of the Pending Assessment	All School/District Stakeholders.	Communication Plan (By School/District)	
THE SCHOOL/DISTRICT DESK AUDIT	Analyze Related School and District Level Data.	Examine, Synthesize, And Organize School/District Data	NA	School/District Comprehensive Desk Audit	
SURVEY ASSESSMENT INVENTORY	MLC Will Administer A Confidential Equity and Climate Online Survey	To Assess Stakeholder Perceptions of Culture and Equity Indicators	Professional Staff and Students	School/District Survey Data	
FOCUS GROUP INTERVIEWS	MLC & School/District Will Schedule 20- 30- Minute Interviews	To Capture the Voices and In-Depth Gathering of Relative Data from Stakeholders	Teachers Principal (s) Students Classified Staff Parents Other*	Interview Responses for Triangulating Report Data (MLC)	
SCHOOL/WALK-THROUGHS CLASSROOM OBSERVATIONS	MLC Team Will Conduct School and Classroom Site Visits	A Comprehensive Examination of School/ Classrooms and Teacher Practices, Viewed Through an Equity Lens	School Setting	Observation Data for Triangulating Report Data (MLC)	
THE REPORT	MLC Team Will Develop Report from Collected Data	A Comprehensive Written Review Identifying Sources of School/District Disparities, and Offer Recommendations Based on Specific Findings.	School/District Stakeholders	Comprehensive Equity Report	
THE ACTION PLAN	The School/District Develops a Detailed Action Plan	A Plan of Action That Includes Goals and Strategies to Address the Report Findings and Recommendations	School/District Stakeholders	Developed School/District Action Plan	

^{*}Other focus group interviews may include district office staff, community leaders, etc.

MILLENNIUM LEARNING CONCEPTS SCHOOL/DISTRICT EQUITY ASSESSMENT FRAMEWORK

The MLC assessment team will work closely with the district contact to work out scheduling and assessment logistics.

DESK AUDIT / DATA COLLECTION SHEET

DATA	Yes	No	In Progress
Vision Statement			
Mission Statement			
Core Values Statement			
Diversity Initiatives			
Curriculum Plan or Map			
Strategic Plan/District Improvement Plan			
Professional Development Plan			
Student Climate Surveys (Last Two Years)			
District Report Card			
School Report Card			
Demographics of Workforce			
Achievement Data (ACT, K-PREP, MAP etc.)			
Employee Culture/Climate Survey			
Diversity Recruiting Practices			
Employee Exit Interviews			
Promotions by department			
Performance appraisal ratings by departments			
Student Demographics in AP, Honors, Gifted			
Discipline Data			
