

**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 Millennium Learning Concepts, LLC (hereinafter "Contractor"), with its principal place of business at 465 Skyview Lane, Lexington, KY 40511.

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 implicit bias training during the 2022-23 and 2023-2024 school years. The Millennium Learning Concepts proposal is attached and incorporated herein by reference. The proposal outlines a learning approach that will provide online training modules to approximately 6,000 certified employees, 7,500 classified employees (including athletic coaches, safety administrators), and 500 New Teachers identified by the JCPS District. The access and availability to these online modules to employees shall be agreed upon by the Contractor and the Office of Diversity, Equity, and Poverty Programs.

With respect to Article XII (Contractor's Work Product), the Board acknowledges that all intellectual property created, developed, produced, utilized, or otherwise provided by the Contractor or

subcontractor pursuant to this Contract (collectively, "Intellectual Property") shall be owned by the Contractor or subcontractor and the Contractor or subcontractor will have exclusive rights thereto. The Contractor or subcontractor hereby grants to the Board a non-transferable, non-exclusive terminable right to use the Intellectual Property during the 2022-23 and 2023-2024 school year [or through the length of this contract agreement] and extending to April 31st, 2024. The Board, its members, agents, and employees shall have no right to modify, share, distribute, market, transfer, sublicense, encumber, rent, or sell the Intellectual Property.

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: \$396,050

Progress Payments (if not applicable, insert N/A): Payments will be made within
30 working days of the Board receiving an
approved invoice for services performed.
Payments will be invoiced in 18
monthly payments over the contract period,
each payment totaling \$22,002.77.

Costs/Expenses (if not applicable insert N/A): N/A

Fund Source: DV11804-0322-no project

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on October 26, 2022 and shall complete the Services no later than April 31st, 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 October 26, 2022.

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

JEFFERSON COUNTY BOARD OF
EDUCATION

By: _____

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

Millennium Learning Concepts, LLC
CONTRACTOR

By: _____

Title: Dr. Roger Cleveland

Cabinet Member: Dr. John Marshall

(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: Education 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.

Dr. John D. Marshall

Print name of person making Determination

Diversity, Equity, and Poverty Department
School or Department


Signature of person making Determination

8. 22. 22
Date

Millennium Learning Concepts, LLC

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

F-471-1

Revised 05/2011

MILLENNIUM LEARNING CONCEPTS, LLC

INTRODUCTION

Through Millennium Learning Concepts, Dr. Roger Cleveland “has been at the forefront of equity and inclusion initiatives for over a decade. He has served as an equity advisor, and as a moderator, keynote, and presenter at over 80 various conferences, forums, and symposiums promoting diversity, equity, and inclusion.” Dr. Cleveland is widely sought after for his expertise in such areas as cultural proficiency, instructional equity, implicit bias, and closing opportunity gaps. He has led staff development events for many school districts, social service agencies, state educational agencies, and universities and has conducted training sessions addressing equity and inclusion issues from Alaska to Mississippi.

The focus of this work is anchored by leading consultants in various fields that make up the comprehensive services offered by Millennium Learning Concepts. Creating professional learning and support services for corporate entities, nonprofits, school districts, as well as state and local governments has been a critical focus of the work involving equity and inclusion. At the core of these services includes the work with teachers and leaders. The joy in building capacity in local school districts to ensure high-quality teaching and learning experiences is at the core of our communities nationwide.

This proposal will outline professional learning specifically organized to address equity-based instructional strategies to meet the needs of all students. The services offered throughout the professional learning experience will include but are not limited to, equity-based practices associated with implicit bias, diversity, equity, and inclusion, cultural sensitivity, understanding of the perspective of others, as well as the essential “why” we need to embrace the diversity of our community as a whole. Our consultant team is well versed in educational practices offering over 40 years of professional experience. We seek opportunities to engage, explore, and facilitate professional learning that will lead to change through effective practices.

OVERVIEW

Millennium Learning Concepts presents this proposal to provide professional learning addressing the needs identified in the areas of Implicit Bias, Cultural Sensitivity, Cultural Ownership, Derogatory Language, Learning Impact, Role, and Perspective, as well as Race, Gender, and Otherness. We appreciate the focus Jefferson County Public Schools (JCPS) has on overcoming barriers to learning. The commitment to serve all students is apparent in the approach the Equity Office provides through district engagement activities. We share this commitment and seek to assist Jefferson County Public Schools to minimize barriers to learning through equity-based engagement strategies. The proposal articulated through this document is based on an interactive eLearning approach. The cohort/school-based learning approach will provide training to new district teachers and leaders, athletic coaches, classified employees, and certified employees. We will utilize asynchronous eLearning engagement providing interactive learning opportunities designed to elicit discussions, provoke thoughtful planning, and ensure the implementation of proactive/sustainable practices to minimize barriers to learning. The following information is a brief outline of the proposed services offered through Millennium Learning Concepts.

Objective: Jefferson County Public Schools has identified the need for professional learning in the areas of Implicit Bias to ensure access and opportunity for all students. Specifically, JCPS has identified the need for training in the area of Implicit Bias as part of the district's plan to remove barriers and establish equity-based instructional practices. The areas include but are not limited to Implicit Bias, Cultural Sensitivity, Cultural Ownership, Derogatory Language, Learning Impact, role and perspective, as well as Race, Gender, and Otherness.

- Provide professional learning in the area of Implicit Bias to approximately 7,500 classified staff (including athletic personnel members), and 500 new teachers.
- Provide asynchronous interactive learning modules through an eLearning platform.
- Provided eLearning guidance to support district capacity for implementation.
- Provide progress monitoring to support the district's facilitation of the training services.
- Provide weekly reporting on participant progress and completion.

OUR PROPOSAL

Execution Strategy

The Millennium Learning Concepts strategy for delivery includes proven professional learning approaches anchored in adult learning strategies as well as eLearning standards to support professional growth, development, and build capacity within the local school district. The project deliverables are articulated in the following chart and support our bid for service delivery.

Project Deliverables

The following table outlines the specific deliverables associated with this proposal.

Deliverable	Description
eLearning Design	<p>Asynchronous modules will provide interactive learning experiences supporting individualized learning. The learning modules are self-paced learning opportunities facilitating the identified.</p> <p>There are two distinct eLearning projects to address various roles within Jefferson County Public Schools. The projects are defined based on the role of classified and certified employees. Each project will consist of a minimum of four learning modules addressing Implicit Bias. The four essential modules are offered between August 2022 and December 2023. The modules are organized to provide the participant with ample time to complete the learning objectives and demonstrate proficiency at the end of the professional learning experience. Activities and/or quizzes will be used to assess acquired content knowledge. Participants must complete the four modules with a minimum of 80% proficiency to earn the completion certificate. The Learning Management System (LMS) supports a high volume of participants in each module.</p>
Learning Management System	<p>Millennium Learning Concepts will provide the learning management system (LMS) for all eLearning sessions. The LMS will support high volumes of participants engaged in all four modules. Access to the LMS includes a computer, tablet, and other mobile devices. Millennium Learning Concepts will provide regular progress and completion status reports.</p>

eLearning Modules

Understanding Implicit Bias

Educators should and must seek ways to engage all students. Understanding how an educator's presence and actions lead to engaged, inclusive learning experiences is paramount to creating a welcoming environment for learning. The goal to make a difference in the lives of students should be broadly understood. Yet scores that reflect learning access and opportunity paint a disparaging image across population groups, gender, and nationality. What factors are impacting these outcomes? The belief that our own bias is somehow removed as we enter classrooms, offices, or buildings almost implies we can actively turn off the conditioning associated with our unconscious influences. The nature of unconscious bias, if recognized and confronted will make a difference in the lives of children within the JCPS. These interactive eLearning modules will provide professional learning experiences for each participant with an in-depth introduction to implicit bias, the research, and a variety of ways it can impact schools, classrooms, and workspaces.

Cultural Sensitivity, Derogatory Language, Cultural Ownership

The learning experience in this module is unique to the role group participating in the training. The design is to utilize the context or frame of reference from classified and certified employees to anchor learning related to cultural sensitivity, derogatory language, and cultural ownership. Specific to the learning experience, participants will explore how the aforementioned concepts impact the work environment, relationships, and ultimately services that support teaching and learning. We recognize the uniqueness we all bring to the table and the value add is the differences should be recognized as a collective contribution to our ability to service. Thus, using language that robs individuals of belonging can hinder services and ultimately adversely affect our children. Finally, we recognize our uniqueness is valuable in that we have cultural capital that cannot be sacrificed to simply blend in or get along. So, how do we utilize these concepts to create an environment that celebrates our uniqueness while building a community of service?

Implicit Bias and Its Effects on Learning (*Roles and perspectives – walking in my shoes*)

This learning module will focus on the impact we all have on our work environment. From offices to the classroom our engagement with one another, students, and employees can have an impact on our primary mission of teaching and learning. Regardless of your role, you have a responsibility to create an environment suitable for all students to realize their potential. So, when an administrator, teacher, hall monitor, etc. harbors biases and sees a student misbehaving, that student will receive harsher penalties than those students who do not fit the same demographic. When an employee is in a meeting or serving on a team, if these biases exist without the proper awareness, we can inadvertently hinder the contribution of a team member simply by not acknowledging the inclusive value of everyone on the team. These actions regardless of the role and perspective can negatively impact the learning environments. In this workshop, participants will be exposed to those unconscious/conscious activities that affect

student learning and the work environment to foster the belief and actions that everyone is a contributor to student learning.

Implicit Bias: Race, Gender, & “Otherness” (*Our demographics*)

In this module, we will explore areas where Implicit biases impact the school community. We must first begin with recognizing our community as diverse before we can say we are inclusive. Race, Gender, and the LGBTQ community are areas that appear to be impacted. However, we must recognize language learners, non-English speaking residents, and nationalities as part of the fabric of our communities. Limiting access and opportunity regardless of role is detrimental to the inclusive learning environment we desire to create. This workshop will examine how Implicit Bias creates barriers, limits opportunities, and diminishes our desired outcomes for inclusivity.

Overcoming Implicit Bias (*Our impact, our outcome*)

Overcoming Implicit Bias begins with self-awareness, examination, understanding, and eventually action. The notion of implicit bias is part of daily life. We do not have a prescription to take to eliminate the conscious and unconscious behaviors we all experience that will simply banish these ills away. Banaji [n.d.] states the first steps most clearly when he stated, “The first step to defeating our hidden biases is, to be honest with ourselves about the blind spots we have. Having a bias is only human. The only shame is in making no effort to improve.” Research further suggests overcoming implicit biases can be addressed through consciously contradicting negative stereotypes with specific counterexamples or assuming the perspective of groups other than your own. This final module in the series of Implicit Bias training will engage participants in a variety of strategies to inform behavior and support the capacity to shift toward an inclusive environment.

Module Content Chart

The following chart outlines the two professional learning projects for classified and certified employees. Each project reflects four learning modules to support the interactive engagement of the learning experience.

	Module	Date of implementation
Classified Modules (7,500 Employees) Approx. 2-hours of training	Classified Module 1 <ul style="list-style-type: none"> JCPS Demographics – Racial Equity Policy -The WHY Understanding Implicit Bias Implicit Bias and its effect on learning and/or sense of belonging 	July - 2022

<ul style="list-style-type: none"> • Nutritional Services • Custodians • Security • Bus Drivers (only if we can record it) • School Classified • Coaches/AD 	<p>Classified Module 2</p> <ul style="list-style-type: none"> • Implicit Bias, race, gender, and “otherness” • Walk a mile in their shoes - Including various perspectives for different employee role groups 	July 2022
	<p>Classified Module 3</p> <ul style="list-style-type: none"> • Overcoming Implicit Bias 	July 2022
	<p>Classified Module 4</p> <ul style="list-style-type: none"> • Cultural Sensitivity • Derogatory language • Cultural ownership 	July 2022
<p>Certified Modules (6000 Employees)</p>	<p>Certified Module 1</p> <ul style="list-style-type: none"> • Implicit Bias in Teaching and Learning <ul style="list-style-type: none"> ○ JCPS Demographics – Racial Equity Policy -The WHY ○ Understanding Implicit Bias ○ Implicit Bias and its effects on learning 	August 2022
	<p>Certified Module 2</p> <ul style="list-style-type: none"> • Implicit Bias in Discipline • Race, Gender Otherness • Analyzing Behavior Data 	August 2022
	<p>Certified Module 3</p> <ul style="list-style-type: none"> • Overcoming Implicit Bias 	August 2022
	<p>Certified Module 4</p> <ul style="list-style-type: none"> • Cultural Sensitivity • Derogatory language • Cultural ownership 	August 2022

Contractual Language

The contractor shall provide implicit bias training during the 2022-23 school year. The Millennium Learning Concepts proposal is attached and incorporated herein by reference. The proposal outlines a learning approach that will provide training to approximately 7,500 classified employee (including athletic coaches, safety administrators), and 500 New Teachers identified by the JCPS District. The date and locations of these sessions shall be agreed upon by the Contractor and the Office of Diversity, Equity, and Poverty Programs.

With respect to Article XII (Contractor's Work Product), the Board acknowledges that all intellectual property created, developed, produced, utilized, or otherwise provided by the Contractor or subcontractor pursuant to this Contract (collectively, "Intellectual Property") shall be owned by the Contractor or subcontractor and the Contractor or subcontractor will have exclusive rights thereto. The Contractor or subcontractor hereby grants to the Board a non-transferable, non-exclusive terminable right to use the Intellectual Property during the 2022-23 school year [or through the length of this contract agreement] and extending to December 31st, 2023. The Board, its members, agents, and employees shall have no right to modify, share, distribute, market, transfer, sublicense, encumber, rent, or sell the Intellectual Property.

Progress Payments:

The initial payment of \$150,000.00 to provide start-up funding will be reconciled within the final billing. Payments thereafter will be based on submitted invoices for JCPS certified and classified personnel where applicable and actual incurred expenses by services as listed in the Contractual Language Section of this proposal.

Millennium Learning Concepts, LLC will submit invoices monthly until all participants have completed the training.

Supplied Material

The information and resources to be provided by Jefferson County Public Schools are articulated in the following chart. Millennium Learning Concepts presents this proposal to provide professional learning addressing the needs to meet the project milestones. The material must be supplied on schedule. Due dates are included in the following table.

Materials to be supplied by JCPS to support the Implicit Bias professional learning service delivery.	Due Date*
A list of schools/certified/classified employees, as well as new teachers willing and committed to participating in the Implicit Bias professional learning experience. This will help with enrollment.	July 2022
The number of classified staff, teachers, leaders, and district personnel assigned scheduled to participate in the professional learning experience. The list should reflect location, role, email address, and status (classified/certified).	July 2022
Identify the number of district leaders to participate in the Implicit Bias training. The list should reflect location, role, email address, and status (classified/certified).	July 2022

Roll out and communication plan to support the implementation of the professional learning experience.	August 2022
Regular meetings to discuss implementation and progress	Ongoing

**We cannot be responsible for cost overruns caused by the client's failure to deliver materials by agreed-upon due dates.*

PRICING

The following table details the pricing for the delivery of services outlined in the proposal. The pricing is valid for 30 days from the date of this proposal:

Service Delivery – August – 2022 Cohort Approach	# Of Participants	Sub Total
Certified Staff	6,000	\$165,000.00
Classified Staff	7,500	\$206,250.00
New Teachers	500	Free
Interactive Video Led Webinar Training (Classified Staff)	---	\$25,000.00
Total Costs for Services	14,000	\$396,050.00

Disclaimer: The prices listed in the preceding table are an estimate for the services discussed. This summary is not a warranty of the final price. Estimates are subject to change if project specifications are changed or costs for outsourced services change before a contract is executed.

CONCLUSION

We look forward to working with JCPS to support the Implicit Bias professional learning service delivery. If you have questions on this proposal, feel free to contact Dr. Roger Cleveland at your convenience by email at _____ or by phone at _____. We will be in touch with you next week to arrange a follow-up conversation on the proposal.

Thank you for your consideration, MILLENNIUM LEARNING CONCEPTS, LLC.

_____, Owner

_____, Phone

_____, Email