

**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 services to the Comprehensive Coordinated Early Intervening Services (CCEIS) Department to support the work in reducing the significant disproportionality of ECE Black student removals. The Millennium Learning Concepts proposal is attached and incorporated herein by reference. The proposal outlines a supportive and consultation approach that includes three desk audits, three school equity assessments, consultation, professional development (three - two hour sessions), travel, and planning and materials. The date and locations shall be agreed upon by the Contractor and the Comprehensive Coordinated Early Intervening Services Department.

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:	49,500.00
Progress Payments (if not applicable, insert N/A):	Upon Invoice
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	IDEA ARP

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on March 13, 2023 and shall complete the Services no later than September 15, 2023, 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 March 1, 2023.

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
Owner/President

Cabinet Member: Kim Chevalier

(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 Consultant

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.

Carlisa Gibson

Print name of person making Determination

Comprehensive Coordinated Early Intervening Services

School or Department

Signature of person making Determination

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





Proposal for

CCEIS Program

Jefferson County Public Schools

Submitted by:

MILLENNIUM LEARNING CONCEPTS

Founder and President, Dr. Roger Cleveland
465 Skyview Lane | Lexington, Kentucky 40511
859.420.8032 | drmlc2005@gmail.com

January 2022

A close-up photograph of two hands shaking, symbolizing agreement or partnership. The hands are of different skin tones, one appearing lighter and the other darker, with a blue bandage on the index finger of the darker-skinned hand. The background is blurred.

Millennium Learning Concepts

PHILOSOPHY AND MISSION STATEMENT

Millennium Learning Concepts is designed to determine solutions ensuring high-quality instructional practices in all classrooms. This effort will create professional learning and support services teachers and leaders across the country can access to facilitate high-quality teaching and learning experiences. Professional learning is specifically designed to support equity, culturally responsiveness, implicit bias, micro-messaging strategies to meet the needs of schools and organizations. Our services include but are not limited to effective implicit bias training, instructional strategy development and implementation, principal leadership development, equity-based practices, and school turnaround services. Our consultant team is well versed in educational practices offering over 18 years of professional experience. We seek opportunities to facilitate sustainable change through effective practices.

EQUITY IN PUBLIC SCHOOLS

School systems are operating in a context of growing child poverty, family instability, and diminishing social safety nets and prevention efforts. Although school districts cannot solve all the ills of society, they do have a moral obligation to ensure that their practices and policies are not perpetuating the larger inequities and social ills that exist. This obligation requires substantive and deep organizational change. This kind of full-scale change requires the assessment of needs of the whole organization including policies, programs, practices, and outcomes; engaging the will and commitment of the organization and community; making explicit the connections between the daily work of individual/ departments and student experiences, targeting and measuring organizational performance metrics, and sustaining a professional development program towards organizational transformation.

PROPOSED SCOPE OF WORK, APPROACH AND UNDERSTANDING

MLC's proposal supports a carefully developed process that will be carefully crafted action steps. We have designed our proposal so that the completion of any phase/option will lend itself to high-levels of stakeholder buy-in, and momentum towards implementation and sustainability.

- Coaching sessions and professional development for the CCEIS Team.
- Consultation for CCIES leadership team.

- Support the system-wide development of knowledge and skills among adults to facilitate a culture of inclusion.
- Climate and Culture Assessments for a minimum of three schools
- Facilitate or participate in two CCEIS stakeholder meetings.

What is Culture Assessment?

A cultural assessment is an examination of the existing school culture and climate with emphasis on relationships, communication, discipline, SEL, efficiency and effectiveness. The assessment examines the school's strengths and opportunities for growth with respect to ensuring that students' academic, social, emotional, psychological needs are met.

Why Culture Assessment?

The quality of school culture is the most crucial factor in shaping and driving student success and in improving overall student and staff morale. Accurately assessing culture and gauging the degree that schools provide an equitable and inclusive learning environment are important first steps to address academic success and completion.

APPROACH AND PROCESS

1. Discovery Conversation with Leadership

Courageous conversations with senior leadership.

2. Data Collection

3. Desk Audit (Discovery)

Electronic assessment of institutional documents i.e., diversity plan, strategic plan, policies, student achievement and discipline data (staff and leadership etc....), survey data, survey results, **note:** This step in the process happens prior to visiting the school.

A. Focus Group Interviews: Students, Staff and Leadership

B. Online DEI Surveys: Staff and Leadership

4. Description of the Report

The specific findings, commendations and recommendations are organized in the report comprised of the following areas:

A. Opportunities for Growth

B. Findings

C. Finding Source(s)

D. Next Steps

E. Timelines/Persons Responsible

F. Commendations

G. Researched Based Recommendations

5. Assessment Report: Draft report sent to appropriate personnel

6. Presentation of the Report: Leadership, faculty and staff

7. Professional Development: (if requested) Professional development addressing the proposed recommendations in the report.

DELIVERABLES:

Millennium Learning Concepts will provide the following:

- Off-Site Desk Audit (Document Review)
- One Day on-school visit
- Written Report
- Report Presentation
- Professional Development (If requested) based on the recommendations in the report.
- Support and Consultation for implementation Plan

TIMELINE

Within 3 weeks of signed contract

- Desk Audit

1 day – Site Visit: Schedule Site visit that works best for the school.

- Meet with district and/or school administrators
- Conduct Focus Group Interviews (students, staff and administrators)
- Conduct Walk Through(s) (If appropriate)
- Preliminary Report with designated staff
- Debriefing

4 to 6 weeks after Site Visit

- Final Report
 - The report will include Opportunities for Growth, Findings, Recommendations, Commendations, Resources and Next steps.
- Presentation and Professional Development

COSTS:

Cost Schedule:

Desk Audit(3)	\$4500.00
School Equity Assessment (3)	\$36,000.00
Planning & Materials	\$1000.00
Consultation \$100.00 per hour x (20 hours)	\$2000.00
Travel	\$3,000.00
Professional Development (3) Two Hour Sessions	\$3000.00
Total:	\$49,500.00

QUALIFICATIONS AND EXPERIENCE

KEY PERSONELL

DR. ROGER CLEVELAND

OWNER AND PRESIDENT OF MILLENNIUM LEARNING CONCEPTS



Dr. Roger Cleveland has been at the forefront of equity and inclusion initiatives for over a decade. He has traveled extensively across the country conducting equity assessments, developing diversity plans, and delivering training solutions around issues of implicit bias and its impact on performance. He is widely sought after for his expertise in cultural proficiency and has served as an equity consultant, moderator, keynote, and presenter at over eighty conferences, forums, and symposiums.

His experience includes work around staff development events for school districts, state educational agencies, and universities. In addition, he has conducted training sessions for non-profits, social service agencies, the U.S. Attorney's Office, and businesses like Toyota Manufacturing North America, Ashland Oil, and Valvoline.

Cleveland has been recognized for the passion he brings to his work. He has received the P.G. Peoples Equity and Excellence Achievement Award from the Fayette County Equity Council for his work in improving local schools. He was inducted into the Kentucky Civil Rights Hall of Fame, honored by the Kentucky Association of Blacks in Higher Education as Professor of the Year, and recognized as Teachers Making a Difference at Eastern Kentucky University. The Lexington-Fayette County Urban League honored Cleveland as The Individual Champion for Diversity Award at the League's 48th annual Empowerment Banquet.

He is also the associate director of the nationally recognized Black Males Working (BMW) Academy Program at First Baptist Church Bracktown in Lexington, Kentucky. The Academy helps African American males prepare for colleges and careers through academics, leadership, mentoring, enrichment activities, and college visits.

Dr. Cleveland is currently a professor at Eastern Kentucky University.

COMPETENCE

In 2015, Dr. Cleveland, President of Millennium Learning Concepts, was honored to be appointed to the State Board of Directors of the Kentucky Center for African American Heritage and the Fayette County Public School's Equity Council. He was appointed to the Lexington-Fayette County Human Rights Commission in 2014. In 2013, he was grateful to receive the Fayette County Public Schools Equity Council's P. G. Peoples Award in Equity and Diversity.

Dr. Cleveland has spent more than 15 years in higher education. His extensive professional career has spanned from Director of Instructional Equity and Federal Programs for the Kentucky Department of Education, to serving in a faculty role at Morehead State University, Eastern Kentucky University and Middle Tennessee State University. Cleveland is currently the Director of the Center for Research on the Eradication of Educational Disparities at Kentucky State University.

A highly sought-after keynote speaker, Dr. Cleveland has presented at Lexington's Martin Luther King Unity Breakfast, the Annual Kentucky Prevention Conference and the Governor's Kentucky Dropout Summit. Nationally, Dr. Cleveland has been invited to speak at the National Forum on Dropout Prevention for Native and Tribal Communities; the National Dropout Prevention Network Conference in Detroit, Michigan; the Educational Strategies and Student Engagement Institute in Orlando, Florida; and the Closing the Achievement Gap Conference in Columbia, South Carolina.

Since 2005, Millennium Learning Concepts has provided technical assistance, professional development, equity & culture audits, educational research, and educational resources for all the following:

SCHOOLS & UNIVERSITIES

Tennessee Department of Education	Red Bank High School-Chattanooga, Tn
St. Louis Public Schools	West Carrollton Community & Technical College, Carrolton
Southeast Equity Center (Florida)	Georgia
Adams High (South Bend, Indiana)	Pascagoula School District, Mississippi.
New Albany- Floyd-County School Corporation (Indiana)	Indiana University
Indiana Department of Education	Roger Bacon High School (Cincinnati)
Dunbar Elementary (Atlanta Public Schools)	Jefferson County Public Schools (Louisville)
Georgia Adult Education Department	Morehead State University
Mississippi Department of Education	Wingfield High School (Jackson, Ms)
Anchorage, Alaska Principals	Lincoln County Schools (Kentucky)
Butler University (Indiana)	Confluence Prep. Academy Charter School (St. Louis)
Middle Tennessee State University	Southeast Community & Technology College
Lawrence County Schools (Kentucky)	Fayette County (Ky) Day Treatment Center
Fayette County Schools (Kentucky)	Castle Heights Elementary (Tennessee)
University of Purdue at Calumet	Frost Middle School (Louisville)
Stoneybrook Middle School (Indianapolis)	Kentucky Community Technical College
Marian College (Indiana)	Richland I School District (Columbia, South Carolina)
Mississippi Learning Institute	Richland II School District (Columbia, South Carolina)
Noxubee County Schools, Mississippi	Clark County Schools (Las Vegas, Nevada)
Clarksdale School District, Mississippi	Moss Point School District (Moss Point, Mississippi)
Kosciusko School District, Mississippi	Hillcrest Academy (Cincinnati, Ohio)
Marshall County Schools, Mississippi	The University of Alabama
Ector County Schools (Odessa, Texas)	Yates Elementary (Lexington, Kentucky)
Kentucky Department of Education	Tuscaloosa City Schools
West Central Tech Community College, Carrolton, Georgia	Confucius Institute (University of Kentucky)
Jackson Public Schools, Jackson, Mississippi	Harris County Department of Education (Houston, Tx)
Indiana University-Northwest	Cleveland Metro Schools, Cleveland, Oh
Ramsey Middle School-Louisville, Ky	Cincinnati Public Schools, Cincinnati, Oh
Jessamine County Schools-Nicholasville, Ky	Clark County School District (Las Vegas)
Houston ISD	Cypress-Fairbanks ISD (Houston, Tx)
Dohn Academy (Cincinnati, Oh)	Farmers-Branch ISD (Dallas, Tx)

AGENCIES & CORPORATIONS

Valvoline
Ashland Oil
Kentucky Department of Education
United Way of the Bluegrass
North America Toyota Manufacturer
Baptist Health Kentucky
Delta Gas Company
Kentucky Community Technical Community System
Lexington-Fayette Urban County Government