

**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 HILL PEDAGOGIES SERVICES, INC. (hereinafter “Contractor”), with its principal place of business at P.O. BOX 9453, NAPERVILLE, IL 60567.

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:

Dr. Gholdy Muhammad, who is with Hill Pedagogies Services, Inc. will present a 90 minute Districtwide professional development work session on April 18, 2024. The session will provide interactive and foundational experiences of culturally and historically responsive education to principals, assistant principals, counselors, curriculum specialists and Central Office administrators across K-12 content areas. The session will be held at the Valley High School Arena and will include information for all content levels (with a special emphasis on ELA Reading). This one day session will start at 5pm and end at 6:30 pm. (EST).

A detailed description of the Hill Pedagogies services is attached and incorporated herein by reference.

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:	\$25,000
Progress Payments (if not applicable, insert N/A):	N/A
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	AO12164 0322 473GL

ARTICLE IV
Term of Contract

Contractor shall begin performance of the Services on April 18, 2024 and shall complete the Services no later than April 18, 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 August 16, 2023.

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

JEFFERSON COUNTY BOARD OF
EDUCATION

HILL PEDAGOGIES SERVICES, INC.
CONTRACTOR

By: _____

By: 

Martin A. Pollio, Ed.D.

Dr. Gholdy Muhammad

Title: Superintendent

Title: Lead Facilitator

Cabinet Member: Dr. Terra Greenwell

(Initials)

Jefferson County Public Schools
**NONCOMPETITIVE NEGOTIATION
DETERMINATION AND FINDING**

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —

State the date the emergency was declared by the superintendent: _____

2. There is a single source for the items within a reasonable geographic area —

Explain why the vendor is a single source: _____

3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —

State the type of service: Districtwide Professional Development

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. Terra Greenwell

Print name of person making Determination

Academics Division

School or Department

Signature of person making Determination

Date

Hill Pedagogies Services, Inc.

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



KEYNOTE
**UNEARTHING JOY: A GUIDE TO CULTURALLY AND
HISTORICALLY RESPONSIVE TEACHING AND LEARNING**

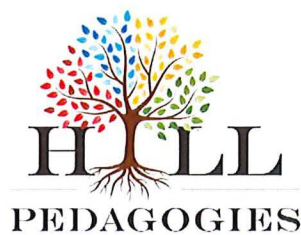
OVERVIEW OF SERVICES

The keynote session included in this description will provide interactive and foundational experiences of culturally and historically responsive education to teachers and leaders. The session will blend history, theory, and practical/engaging approaches for understanding and implementing CHRE instructional practices. Dr. Gholdy Muhammad (lead facilitator) will demonstrate researched-based equity practices and offer pedagogical examples of lesson and unit plans.

BACKGROUND OF CHRE

Over the past 20 years, culturally responsive education (CRE) has gained attention from researchers and practitioners in schools across the United States. Defined as a theory and model that centers on youth's cultural and linguistic diversity, culturally responsive pedagogy was initially promoted to advance the achievement of youth of color who have been historically underserved, yet this approach has benefits for all. Specifically, CRE teaches (1) academic success, (2) cultural competence, and (3) sociopolitical consciousness (Ladson-Billings, 2014). The first goal in CRE teaches students the skills and knowledge related to each content area. Cultural competence involves helping all students to appreciate and celebrate their cultures of origin while gaining knowledge of and fluency in at least one other culture. Lastly, sociopolitical consciousness is a goal of education that involves moving beyond the confines of the classroom and using school knowledge and skills to identify, analyze, and solve real-world problems (p. 75). While these are worthwhile approaches to education, state standards, curriculum, instruction, assessments, and teacher evaluations are embedded to address one of the three approaches—academic success. Yet, time and time again, educators find that skills and knowledge are not enough to navigate the inequities in society and schools.

The learning within CRE is student-centered, and the cultural identities of youth are used as resources for teaching, education, and leadership. CRE is a sound approach to student achievement, yet teachers often struggle to fully understand its origins. They also profoundly



struggle with practical classroom application. For example, teachers across the nation wrestle with how equity and CRE transfer to lesson or unit plans. Similarly, school principals and teacher leaders also struggle with culturally responsive leadership and supporting teachers to teach in equitable, anti-racist, and CRE ways. In response to these issues, Dr. Muhammad’s research examines the historical roots of CRE and provides a clear, practical, and equitable model that extends original CRE research. From Dr. Muhammad’s research examining abolitionists and 19th-century education among communities of color, she found that early Black readers, writers, and thinkers held five goals or pursuits for learning. This approach extends CRE and is historically responsive to education. These five pursuits include:

1. **Identities**— Teaching students to know their histories and identities while also learning the truth and knowledge about others who are different from their own identities. This also involves teaching students to make sense of their values and beliefs.
2. **Skills**— Skills and proficiencies are often measured on quantitative assessments. Skills are central to how we “do school” today and typically define achievement standards. Skills are also central in designing the learning standards that govern teaching and learning in schools. Each content area has its descriptions and set of skills that youth are expected to master, and teachers are expected to teach.
3. **Intellect**— the capacity for knowledge—is what we learn or understand about various topics and ideals. Intellect is knowledge into action and involves learning to think deeply.
4. **Criticality**—understanding power, oppression, anti-racism, and anti-oppression. Criticality calls for teachers and students to understand the ideologies and perspectives of marginalized communities and their ways of knowing and experiencing the world.
5. **Joy**—advancing students’ happiness and triumph by elevating beauty and truth in themselves and other people, stories, and histories.

These five standards or pursuits are called the **HILL Model** because they respond to students’ Histories, Identities, Literacies, and Liberation. Literacy is centered when teaching these goals because students must read, write, speak, listen and think throughout each content area. These standards are universal for every child, and this model becomes culturally and historically responsive to education in action.



PEDAGOGIES

Drawing upon rich and excellent histories and upon the research of several critical CHRE researchers such as Geneva Gay, Gloria Ladson-Billings, Carol Lee, and Django Paris, as well as rich urban educational research, this professional learning plan will engage educators in an intellectually rigorous framework of learning that supports and honors the identities, cultural knowledge, literacies and resources of youth and teachers. The lead researcher, Dr. Gholdy Muhammad, has published research on this model and has received substantial grant funds to study this model from the U.S. Department of Education (see Dr. Muhammad’s [CV](#)). Dr. Muhammad also works with a team of trained CHRE facilitators.

PARTICIPANTS

An unlimited number of teachers, parents, or other educational stakeholders across K-12 content areas

COST PER SESSION

The rate is \$25,000 per 90 min session plus the cost of travel.

Price includes (1) pre-planning check-in meetings (with Dr. Muhammad or admin team), (2) development of materials and activities, (3) sharing of CHRE materials and resources (video teaching demos, articles, lesson/unit plans, books, links, book lists, other videos, etc....).

There is no recording of sessions except for the Q and A sections.

Title: *Unearthing Joy: A Guide Toward Culturally and Historically Responsive Teaching and Learning*

As a follow-up to the foundational work of *Cultivating Genius*, Dr. Gholdy Muhammad will share how to implement culturally and historically responsive education (CHRE) with an emphasis on joy. She will offer different ways joy can be (re)conceptualized and practiced in schools and practical ways to start CHRE in teaching and learning. Dr. Muhammad will share lots of examples across CHRE in K-12+ schools within the areas of learning standards, curriculum, assessment, teacher evaluation, teacher education, and within leadership. Participants will leave with an understanding of how to guide and begin their own practices and CHRE and how to navigate those who resist or misunderstand CHRE work.

Please Complete the Specific Information Below:

NAME OF SCHOOL/ORGANIZATION:	
BILLING ADDRESS:	
DATE(S) OF SESSION:	



START/END TIME OF SESSION IN CENTRAL TIME:	
EXPECTED TIME OF ARRIVAL:	
VENUE ADDRESS:	
GRADE LEVEL(S)/PARTICIPANTS:	
HAVE PARTICIPANTS ENGAGED WITH HILL IN THE PAST?	
CONTENT AREA(S):	
TIME ALLOTTED FOR Q & A:	

The following information below will serve as an acknowledgment to engage HILL Pedagogies Services Inc. and Dr. Muhammad for the services listed above.

1. We will not record virtual sessions with Dr. Muhammad or any facilitator who represents HILL Pedagogies.
2. We understand that all resources included in this contract will not be shared beyond the community of the entity receiving services.
3. All services will be paid within 30 days of receipt of the invoice for each session.
4. We understand that in rare circumstances, Dr. Muhammad may have to cancel or reschedule and will give at least 24 hours notice.

Contact's Name of School/District/Organization Representative:	Martin Pollio
Contact's Title:	Superintendent
Today's Date:	
Signature of School/District/Organization Representative:	
Name of HILL Pedagogies Representative:	Dr. Gholnecsar Muhammad
Today's Date:	
Signature of HILL Pedagogies Representative:	