

**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 ThinkCERCA.com Inc. (hereinafter "Contractor"), with its principal place of business at 515 N State St. Chicago, IL 60652.

**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 work with teachers, coaches, and administrators for grades 3-12 to support the implementation of the ThinkCERCA.com writing software, which provides an online, scaffolded platform for literacy that builds critical thinking. ThinkCerca.com Inc. Timeline is attached and incorporated herein by reference. Dates and virtual sessions for all trainings shall be agreed upon by the contractor, Department of Curriculum Design and Learning Innovation, and the Assistant Superintendent of Accelerated Improvement Schools.

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

### 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:	\$165,000
Progress Payments (if not applicable, insert N/A):	Within 30 days of receipt of approved invoice
Costs/Expenses (if not applicable insert N/A):	NA
Fund Source:	Title II

### ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on July 22, 2020 and shall complete the Services no later than June 30, 2021, 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 findings of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- H. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of July 22, 2020.

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

JEFFERSON COUNTY BOARD OF  
EDUCATION

ThinkCERCA.com Inc.  
CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Martin A. Pollio, Ed D  
Superintendent

Title: Walter Sherwood  
CEO

Cabinet Member: Dr. Carmen Coleman \_\_\_\_\_

(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.**

Susan Price  
Print name of person making Determination

Curriculum Design and Learning Innovation  
School or Department

Susan Price  
Signature of person making Determination

June 9, 2020  
Date

ThinkCERCA.com 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



7/24/20 - 6/30/21

## Pre-Implementation

### Summer

#### Planning Meeting (District Administrators)

(Virtual 1 hour)

- Define the implementation process
- Finalize training dates and locations
- Discuss Usage Expectation and the total number of teachers using ThinkCERCA
- Discuss curriculum alignment
- Discuss technology access and curriculum alignment

### Summer

#### Technical Consultant Call (District Technology Team)

(Virtual 45 minutes)

- Discuss Rostering
- Student Accessibility

### Summer

#### Curriculum Planning Meetings (District Administrators)

(Virtual 2 hours per planning meeting)  
*Broken up by content area*

- Share Scope and Sequences and begin planning an optional district "Suggested Usage Plan"

### Summer

#### ThinkCERCA for NTI Debrief (Teachers)

(Virtual 90 minutes)

- Time for teachers using ThinkCERCA for NTI to reflect, ask questions, share feedback, and discuss best practices with both ThinkCERCA and JCPS colleagues.

### August

#### School Leader Planning, Overview, and Training (Principals, APs & Coaches)

(Virtual 2 hours)

- An overview of the CERCA Framework and ThinkCERCA platform
- Discuss the fidelity metrics for growth
- Goal-setting guidance for usage of ThinkCERCA
- Training on using ThinkCERCA's data dashboards

### August

#### Initial Training (30 teachers per group)

(Virtual 3 hours per PD)  
AM + PM training sessions  
6 zones - # days TBD

- An overview of the CERCA Framework
- Discuss the fidelity metrics for growth
- A hands-on experience from both the teacher and student view.
- Discuss implementation strategies
- Goal-setting guidance for usage of ThinkCERCA
- *We will offer trainings for teachers new to ThinkCERCA and teachers who used ThinkCERCA for NTI*



# During Implementation

## Monthly

### Monthly District Data Reviews (District Administrators)

(Virtual 1 hour)

- Review usage across schools and progress towards goals
- Celebrate high usage schools
- Determine next steps to support specific schools

## End of Aug/Early Sept

### Beginning of Year Benchmark Data Review (APs and Coaches)

(Virtual 1 hour)

*By Zone*

- District, principal, AP, coaches invited to attend
- Review benchmark completion and grading
- Determine next steps to ensure meet completion and grading goals

## End of Aug/Early Sept

### Beginning of Year Benchmark Data Review (Coaches & Teachers)

(Virtual 1 hour)

*During PLC meetings by zone and by school request*

- Review benchmark completion and grading
- Review data to drive instruction

## Early Oct

### Professional Development: Best Practices (Teachers)

(In-Person 3 hours per PD)

*6 zones - # days TBD*

- Focus on student engagement practices and providing effective feedback

## December

### Mid Year Data Review, Training, and Action Planning (Principals, APs, Coaches)

(In-Person 2 hours per PD)

*6 zones - 2 days*

- Train principals, APs, and coaches on using ThinkCERCA's in-app data dashboards
- Discuss usage patterns (including mid year benchmark completion and grading)
- Share student writing growth
- Celebrate high usage schools and share best practices
- Work time for school teams to determine next steps and realign goals

## December/January

### Learning Walks

(In-Person all-day)

- Teachers volunteer for the opportunity to participate in Learning Walks
- Coaches and available district and/or school administrators observe an identified ThinkCERCA focus

6 zones - 5 or 6 days

## December/January

### Custom Professional Development (Teachers)

(In-Person 3 hours per PD)

6 zones - # days TBD

Same week as learning walks

- Teams debrief Learning Walks by sharing evidence that links to the focus and identifying common themes across classrooms
- Teams determine next steps and supports for strong ThinkCERCA implementation

- Professional Development created based on key learnings from learning walks
- Other options:
  - Norming/Grading PD
  - Engagement Strategies
- Lead teachers in the district will also share best practices and success stories to drive continued usage and celebration

## January

### Mid Year Data Reviews (Coaches & Teachers)

(Virtual 1 hour)

During PLC meetings by zone and by school request

- Review usage and performance data to drive instruction
- Share best practices

## Feb/March

### Learning Walks

(In-Person all-day)

6 zones - 5 or 6 days

- Teachers volunteer for the opportunity to participate in Learning Walks
- Coaches and available district and/or school administrators observe an identified ThinkCERCA focus
- Teams debrief Learning Walks by sharing evidence that links to the focus and identifying common themes across classrooms
- Teams determine next steps and supports for strong ThinkCERCA implementation

## Feb/March

### Custom Professional Development (Teachers)

(In-Person 3 hours per PD)

6 zones - # days TBD

Same week as learning walks

- Professional Development for teachers created based on key learnings from learning walks
- Other options:
  - Norming/Grading PD
  - Engagement Strategies
- Lead teachers in district will also share best practices and success stories to drive continued usage and celebration

## April

### Spring Data Review and Action Planning (Principals, APs, Coaches)

(In-person 2 hours per PD)

- Refresher training on using ThinkCERCA's in-app data dashboards (APs and coaches invited)
- Discuss usage patterns
- Share student writing growth
- Celebrate high usage schools and share best practices

6 zones - 2 days

**April/May**

**Spring Data Review and Action  
Planning (District Administrators)**

(Virtual 2 hours)

- Action-planning for the remainder of this SY and next SY

- Review and discuss data
- End of year Reflection on data, goals, and usage
- Action-planning for PD and next year implementation (including any curriculum mapping updates)

**End of Year 1**



## Ongoing Support:

Weekly Usage Reports

Live Support Chat during School Hours

Virtual Office Hours

Dedicated Success Manager

Library of Instructional Resources

## Detailed Professional Development Sessions

ThinkCERCA develops a personalized detailed PD plan with each district partner.

This list includes [sample](#) descriptions and details of sessions we provide.

Info/Attendees	Description of Session
<b>Planning Calls</b> <b>1 hour</b>  <i>District Admin, Lead and Supporting School Admin</i>	This phone call will be with your dedicated School Success Manager to ensure a successful launch of ThinkCERCA. During this call you will: <ul style="list-style-type: none"><li>- Review Partnership Details and Goals</li><li>- Discuss the Implementation Process, Technology Schedule, and Curriculum Alignment</li><li>- Review Fidelity Expectations and Models</li><li>- Finalize training dates</li></ul>
<b>Lead Teacher Institute</b> <b>2 Full Days in Regional Locations</b>  <i>Lead admins and teachers</i>	The institutes will be a 2 day intensive designed to help school leaders set their teams up for success and deepen their implementation of ThinkCERCA. Become an "in-house" expert on: <ul style="list-style-type: none"><li>- Integrating ThinkCERCA with your curriculum</li><li>- Leveraging ThinkCERCA's reports to promote data-driven instruction</li><li>- Blended learning strategies</li><li>- Grading and feedback protocols</li><li>- 2 free entries per site, additional entries at additional cost</li></ul>
<b>Administrator Training</b> <b>6 hours</b>  <i>Lead Admins and Supporting Admins (e.g. coaches)</i>	This session will prepare administrators for leading the implementation of ThinkCERCA in their building. The one and a half hour PD will provide <ul style="list-style-type: none"><li>- An overview of the CERCA Framework</li><li>- A discussion of the fidelity required of schools to see growth</li><li>- A hands-on experience from the administrator view, and</li><li>- Goal-Setting guidance for usage of ThinkCERCA across schools</li></ul>
<b>Teacher Initial Training</b> <b>3 hours</b>  <i>Teachers</i>	This session will prepare teachers for ThinkCERCA in their classrooms. The three hour hands-on professional development will provide <ul style="list-style-type: none"><li>- An overview of the CERCA Framework,</li><li>- A discussion of the fidelity required in schools to see growth,</li><li>- A hands-on experience from both the teacher and student view.</li><li>- A detailed discussion of implementation strategies, and</li><li>- Goal-Setting guidance for usage of ThinkCERCA across schools</li></ul>
<b>Learning Walks</b> <b>½ – full day</b>	ThinkCERCA Learning Walks provide teachers and administrators with a process for learning from best practices within the district. Learning walks are coordinated based on teacher usage and data, as well as availability on the dates. Teachers and admins selected to attend

*Teachers (small selected group)  
School administrators*

the learning walks will be responsible for sharing learnings to their colleagues and supporting next steps for implementation. District leaders will also be trained on the process of learning walks and how to conduct them independently. [Review ThinkCERCA's Learning Walk Protocols here.](#)

**Mid Year Data Review and Reflection Call**  
**1 hour**

*District Admin, Lead and Supporting School Admin*

This mid year phone call will focus on a reflection of the progress towards goals, administrator reports, and support/training. At the end of this call, administrators will have a clear sense of long-term planning for the remainder of the year based on the implications of data.

**Institute**  
**Full day**

*Teachers  
School Administrators*

This all-day leadership development institute will focus on supporting teachers in bringing ThinkCERCA to life in their own classrooms, as well as strategies for building the capacity of their fellow colleagues. Sessions will be developed and led by teachers from the district.

**End of Year Data Review and Reflection Call**  
**1 hour**

*District Admin, Lead and Supporting School Admin*

This end of year phone call will include a review of the partnership and progress to date, including:

- Student Growth
- Student Writing Samples
- Feedback from Teachers

By the end of this call, administrators will finalize an implementation plan for the following school year, including updated professional development calendars.