



**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, (hereinafter "Contractor"), with its principal place of business at 515 N State Street, 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 provide professional training services to teachers, coaches, and administrators at various schools to support the implementation of the ThinkCERCA.com writing software for grades 3-12. ThinkCERCA.com provides an online, scaffolded platform for literacy that builds critical thinking.

Dates and 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. Contractor's proposed timeline is attached to this Contract as Attachment A and incorporated herein by reference.

Should Contractor use or collect data for the purpose of conducting a research study, Research Organization will separately submit an external research request through Data Provider's online system: <https://assessment.jefferson.kyschools.us/DRMS/>. For any project, involving data collection or research (e.g., program evaluation or monitoring activities), JCPS student or staff participation is voluntary. As a federally authorized Institutional Review Board (IRB), JCPS complies with the federal definition for research, which includes sharing of Personally Identifiable Information (PII) for the purposes of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all data collection and research activities must be approved by the JCPS IRB and shall not begin before approval is secured from the JCPS IRB.

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:	\$125,000.
Progress Payments (if not applicable, insert N/A):	Monthly as services are complete
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	Title II

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on July 1, 2022 and shall complete the Services no later than June 30, 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 June 8, 2022.

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

JEFFERSON COUNTY BOARD OF
EDUCATION

By: _____

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

ThinkCERCA.com, Inc.
CONTRACTOR

By: _____

Title: Eileen Murphy
CEO

DocuSigned by:

Eileen Murphy

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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

CDLI

School or Department

Signature of person making Determination

Date

ThinkCERCA.com, Inc.

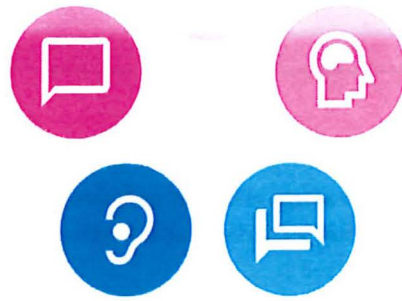
Name of Contractor (Contractor Signature Not Required)

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



ThinkCERCA™



ThinkCERCA District Proposal

2022-2023 Jefferson County Public Schools

Overview

Objective

To support schools and districts in increasing student achievement in reading and writing across disciplines through rigorous, differentiated content and instruction.

Goals

- Provide measurable student outcomes by improving teacher capacity for the delivery of standards-based literacy instruction, featuring grade-level complex texts and tasks with a focus on close reading and academic writing across the disciplines.
- Increase professional collaboration through a shared language, practice, and data.
- Improve instructional leadership with a flexible, cross-curricular framework that focuses on research-based practices in early to intermediate literacy instruction.

Solution: ThinkCERCA

ThinkCERCA's personalized literacy curriculum and platform empowers teachers to grow students' critical thinking skills. Through standards-aligned close reading and academic writing lessons in the four core disciplines, our school-wide approach to literacy instruction prepares students in grades 3-12 for post-secondary life by building their analytical skills in every subject.

The CERCA Framework gives teams a common literacy language and analytics to collaborate more effectively across content areas and improve student outcomes. Our coherent curriculum is based on disciplinary texts and discipline-specific close reading and academic writing, including argumentative, informational, narrative, and research writing.



Make
Claims



Support with
Evidence



Explain
Reasoning



Identify
Counterarguments



Address
Audience

Where We Provide Support

→ Close Reading & Academic Writing

Our multi-step, interactive lessons help students work through complex texts and concepts while building upon high-level literacy skills. By practicing close reading and academic writing in school, students develop the communication skills to express their ideas effectively in any personal, professional, or academic setting.

→ Differentiating Differently

ThinkCERCA's differentiated curriculum makes it easy for teachers to challenge students with texts and tasks that are "just right" for them. Our lesson sets feature 10 leveled readings that are organized around a central, discipline-specific theme and open-ended question to get all students engaged. Plus, we don't dilute texts—every lesson features a real-world, authentic text. This gives students the practice with authentic texts they need to learn independently on the internet, in their college classrooms, and their future workplace.

→ Standards-Aligned Instruction

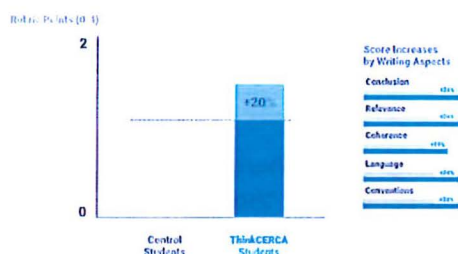
With the adoption of more rigorous standards all across the nation, many schools and districts are now acknowledging critical thinking as a must-have for 21st-century success. ThinkCERCA helps educators make the necessary instructional shifts to prepare students for success after high school.

Designed by master teachers and nationally recognized literacy experts, our curriculum is built upon proven methods for developing students' language and literacy skills. Our lesson library includes a range of close reading, academic writing, direct instruction, and additional skills practice lessons to meet the demands of new state standards.

Results

Research-based Impact

ThinkCERCA is built upon an ever-growing body of research that confirms that reading, writing, and argumentation across subjects helps students become career- and college-ready.



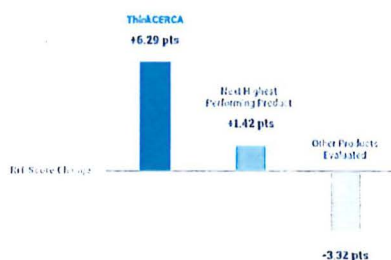
LEAP Innovations Controlled Study

An independent, controlled study of 26 ed-tech products by LEAP Innovations showed ThinkCERCA helped students achieve an extra year's worth of growth in one school year. To read the full study, visit go.thinkcerca.com/leapstudy.



Atlantic Research Partners Third-Party Study

In a third-party study of 100+ Chicago schools, researchers concluded that ThinkCERCA students in grades 7-8 outperformed their peers nationally on the NWEA MAP test when compared to expected grade-level growth norms. To read the full study, visit go.thinkcerca.com/arpstudy.



SRI Education Controlled Study

As part of the Gates Foundation Literacy Courseware Challenge Grant, an independent, controlled study found that elementary school students who used ThinkCERCA saw gains in their writing scores across all writing aspects.

To read the full study, visit go.thinkcerca.com/sristudy.

ThinkCERCA Cost Proposal

Student License & Services

1 Year Partnership July 2022 - June 2023	
# of Students	72,923
Price per Student per Year	\$13.00
Annual License Total	\$947,999.00
Professional Development	\$125,000.00 (New Virtual)
Total	\$1,072,999.00

Agreement

Let's Work Together!

Effective Dates: July 2022-June 2023

Total Contract Value: \$1,072,999.00

District Name: JEFFERSON COUNTY SCHOOL DISTRICT

Implementation Lead: SUSAN PRICE

Signature

District Representative Name: _____



SIGNATURE
SUSAN PRICE

District Representative Signature: _____ Date: Not yet accepted

Process & contact information for purchase order, if required

Purchase Order Instructions:



SIGNATURE
Emily Wilson

ThinkCERCA Representative Signature: _____

Quote valid until August 1, 2022

Terms & Conditions

This Order Form is governed by the terms and conditions of ThinkCERCA's Subscription Agreement. By signing this Order Form, you are warranting that you are authorized to purchase the products and services purchased hereunder on behalf of the Customer. Upon signature by you and submission to ThinkCERCA.com Inc, this Order Form and the terms and conditions of the Subscription Agreement shall become legally binding on the Customer. Without limiting the foregoing, upon ThinkCERCA's acceptance of this Order Form, The customer shall be obligated to pay all fees payable hereunder. Subscriptions are non-cancelable.