

**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 CenterPoint Education Solutions & Parcc, Inc. (hereinafter "Contractor"), with its principal place of business at 1032 15th Street NW #195 WASHINGTON DC 20004.

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 timely and professional manner that is within generally recognized industry standards of Contractor's profession or business. The Services are as follows:

Grade 3-8 EL Curriculum & KY Standards aligned Evidence of Learning checks, two per grade level.

Contractor and JCPS shall enter into a separate Data sharing memorandum of Agreement before data is shared with contractor.

See attached scope of services

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:	\$49,973.00
Progress Payments (if not applicable, insert N/A):	as invoiced upon services delivered
Costs/Expenses (if not applicable insert N/A):	n/a
Fund Source:	CA11053 0349 900XP

ARTICLE IV
Term of Contract

Contractor shall begin performance of the Services on July 24, 2024 and shall complete the Services no later than June 30, 2025, 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

Either Party may terminate this Contract in whole or in part at any time by giving written notice to the other Party 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 on a pro-rata basis.

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 thirty (30) 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. Notwithstanding the foregoing or anything else in this Agreement to the contrary, Contractor shall retain all right, title and interest in and to all intellectual property including copyrights, trademarks, service marks, trade secrets, know-how and other confidential information, logos, corporate names and domain names, together with all the goodwill associated therewith, derivative works and all other rights that existed prior to, or independent of this Agreement that may be incorporated into the Works ("Contractor Preexisting Intellectual Property"). Contractor grants to the Board a limited, non-exclusive, non-transferable, no assignable, royalty-free right and license to use the Contractor Preexisting Intellectual Property for purposes contemplated by this Agreement.

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. The foregoing shall not apply to Contractor Preexisting Intellectual Property.

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

During the term of this Agreement and not more than once per year, The Board shall have the right to inspect and audit all accounting reports, books or records which specifically concern the performance of the Services, upon at least 10 business days' written notice to Contractor. 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. The cost of the audit will be borne by the Board.

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 July 24, 2024.

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

JEFFERSON COUNTY BOARD OF
EDUCATION

CenterPoint Education Solutions
CONTRACTOR

By: _____

By: Suzanne Krause

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

Title: Suzanne Krause
Interim Chief Executive Officer

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: 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.

Elisabeth Read

Print name of person making Determination

JCPS Academics

School or Department

Elisabeth Read
Signature of person making Determination

6/28/2024

Date

CenterPoint Educaiton Solutions

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





Background: CenterPoint Education Solutions (“CenterPoint”), is a Washington, D.C. non-profit organization, focused on improving outcomes for all students; and Cognia, Inc. (“Cognia”), the acquiring entity of CenterPoint is a global nonprofit dedicated to advancing education through accreditation, research, and innovation.

Overview: Jefferson County Public Schools, Kentucky (“JCPS”) is positioning their Grades 3-8 English Language Arts EL curriculum and Kentucky state standards-aligned courses to include custom-developed, Kentucky state standards-aligned Evidence of Learning Checks. These Evidence of Learning Checks (ELC) will be piloted to selected schools with administration two times over the course of the 2024-2025 school year. A full rollout of the Evidence of Learning Checks will begin in the 2025-2026 school year. The purpose of the ELC is to produce actionable student performance data that can provide guidance for where instructional focus should be directed.

Data Agreement: In addition to the scope of work detailed below, JCPS and CenterPoint Education Solutions (“CenterPoint”) will enter into a shared data agreement that grants CenterPoint access to de-identified student item-level performance, proficiency band data, and other markers that identify performance on the CenterPoint developed EL curriculum aligned and standards aligned Evidence of Learning Checks assessments.

All data sharing will comply with relevant privacy laws and regulations such as the Family Educational Rights and Privacy Act (FERPA) to protect student privacy and confidentiality.

Included is the information to be collected and the rationale for CenterPoint to collect this data under this agreement.

Jefferson County Data from CenterPoint ELA Interims	Background Variables	Additional: Data File Layout (csv file or other format) No Personally Identifiable Information
Item responses for each item per administration, per grade.	Per Student 1. Grade Level 2. Gender 3. Race/Ethnicity 4. LEP status	
Time spent on answering items and the overall assessment per administration, per grade (if available)		

Data Agreement Rationale

1. From the item responses, CenterPoint will convert and analyze students' raw scores using classical statistical methods such as calculating p-values, total-item correlations, and point biserial correlations. These statistics will allow Jefferson County to understand relationships between variables within the assessment. Additionally, we will provide Differential Item Function (DIF) scores to ensure fairness and test validity by identifying any differential item functioning across different groups of students.

2. Analyzing the time spent by students on answering items in the assessment will help us identify any response patterns or variations in task difficulty. This analysis is essential for collaborating effectively with Jefferson County and enabling them to build support strategies that address the diverse needs of students.

Scope of Work

CenterPoint is excited to provide a scope of work and high-level timeline for the following custom Evidence of Learning Checks for English Language Arts. Jefferson County will retain ownership and rights to all assessment items upon final delivery of the following:

- Grades 3-8: EL Curriculum and Kentucky standards aligned Evidence of Learning Check 1
- Grades 3-8: EL Curriculum and Kentucky standards aligned Evidence of Learning Check 2

Blueprint Development, Review, Approval	Content	*ELC 1 Timeline
<ul style="list-style-type: none"> • JCPS will provide CenterPoint with matrix documents to help inform the blueprint and forms creation. • CenterPoint will develop EL and Kentucky state aligned Evidence of Learning Checks blueprints. • Blueprints include the following: <ul style="list-style-type: none"> ○ Standards to be assessed ○ Number of items ○ Item types ○ Number of passages ○ Passage Types ○ Passage Themes/Topics • Blueprint will be reviewed via a shared document and approved by JCPS designee(s) prior to assessment development. The review process will involve one round of feedback from JCPS, revisions by CenterPoint if necessary, and final approval by JCPS based on a mutually agreed upon schedule. 	<ul style="list-style-type: none"> • G3 Blueprint ELC 1 • G4 Blueprint ELC 1 • G5 Blueprint ELC 1 • G6 Blueprint ELC 1 • G7 Blueprint ELC 1 • G8 Blueprint ELC 1 • G3 Blueprint ELC 2 • G4 Blueprint ELC 2 • G5 Blueprint ELC 2 • G6 Blueprint ELC 2 • G7 Blueprint ELC 2 • G8 Blueprint ELC 2 	<p>CPE delivery of ELC1 Blueprints to JCPS for review</p> <p style="text-align: right;">5/31/2024</p> <p>JCPS provides ELC1 Blueprint feedback</p> <p style="text-align: right;">6/14/2024</p> <p>ELC1 Blueprint Final</p> <p style="text-align: right;">6/28/2024</p>

Total blueprints developed: 12

Passage Selection, Review, and Approval	Content	*ELC 1 Timeline
<ul style="list-style-type: none"> CenterPoint selects item passages from digital asset libraries/Open-sourced resources for use on ELCs 1 and 2. Passages will align to assessed module topics/themes and DOK levels. 	G3 Passage Selection ELC 1 G4 Passage Selection ELC 1 G5 Passage Selection ELC 1 G6 Passage Selection ELC 1 G7 Passage Selection ELC 1 G8 Passage Selection ELC 1	CPE delivery of ELC1 Passages to JCPS for review 8/1/2024
<ul style="list-style-type: none"> CenterPoint will commission/create up to one passage per ELC if sufficient content is not available. Number of passages and passage genres will be selected based on approved assessment blueprint. 	G3 Passage Selection ELC 2 G4 Passage Selection ELC 2 G5 Passage Selection ELC 2 G6 Passage Selection ELC 2 G7 Passage Selection ELC 2 G8 Passage Selection ELC 2	JCPS provides ELC1 Passage feedback 8/8/2024
<ul style="list-style-type: none"> Passages will be reviewed and approved by JCPS designee(s) via a shared repository before assessment development. The review process will involve one round of feedback from JCPS, revisions by CenterPoint if necessary, and final approval by JCPS based on a mutually agreed upon schedule. 	Total passages selected: 24	ELC1 Passages Final 8/13/2024

Assessment Development, Review, and Approval	Content	*ELC 1Timeline	
<ul style="list-style-type: none"> • CenterPoint to develop EL and Kentucky state standards aligned Evidence of Learning Checks for grades 3-8 based on a mutually agreed upon rolling delivery timeline. • Each ELC will include 8-10 items and will be developed to be used with the Otus platform. • JCPS designee(s) reviews assessment items, forms, and metadata and provides feedback via shared document. The review process will involve one round of feedback from JCPS, revisions by CenterPoint if necessary, and final approval by JCPS based on a mutually agreed upon schedule. 	G3 Item/Form Development ELC 1	CPE delivery of ELC1 Forms to JCPS for review JCPS provides ELC1 Forms feedback ELC1 Forms Final/ Final Delivery	
	G4 Item/Form Development ELC 1		9/13/2024
	G5 Item/Form Development ELC 1		
	G6 Item/Form Development ELC 1		
	G7 Item/Form Development ELC 1		
	G8 Item/Form Development ELC 1		
	G3 Item/Form Development ELC 2		9/20/2024
	G4 Item/Form Development ELC 2		
G5 Item/Form Development ELC 2			
G6 Item/Form Development ELC 2			
G7 Item/Form Development ELC 2			
G8 Item/Form Development ELC 2			
		10/1/2024	

12 Total Evidence of Learning Checks	\$49,973
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*Development timeline is contingent upon Jefferson County Public Schools Board approval of included scope of work and associated costs on July 23, 2024.

*The schedule/timeline provided in this scope of work includes a compressed timeline for Evidence of Learning Check 1. Development, feedback, and deliverables must be completed within the scheduled dates by both JCPS and CPE to ensure that final delivery aligns to JCPS calendared Evidence of Learning Check 1 administration. CenterPoint will provide the Evidence of Learning Check 2 schedule/timeline to JCPS no later than October 8, 2024.

Payment Terms

Payment due upon receipt of invoice according to the following schedule:

Date of Invoice	Amount
Signed and fully executed agreement Estimated date: August 1, 2024	30% of total contracted value (\$14,991.90)
September 1, 2024	30% of total contracted value (\$14,991.90)
October 1, 2024	40% of total contracted value (\$19,989.20)
Total to be paid	\$49,973.00