

MEMORANDUM OF AGREEMENT
Between
Jefferson County Board of Education
And
Cognia, Inc.

This Memorandum of Agreement (hereinafter "Agreement") is entered into between the Jefferson County Board of Education (hereinafter "JCPS"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Cognia, Inc. (hereinafter "Cognia"), a corporation located at 9115 Westside Parkway, Alpharetta, GA 30009 (formerly Centerpoint Education Solutions).

WHEREAS Cognia will provide custom-developed Grades 3-8 English Language Arts EL curriculum, Kentucky state standards-aligned Evidence of Learning Checks (ELC). The purpose of the ELCs is to produce actionable student performance data that can provide guidance for instructional focus.

THEREFORE, in consideration of the terms, conditions, premises, and mutual agreements set forth herein, JCPS and Cognia agree as follows:

1. Duties of JCPS:

- a. JCPS and Cognia entered into a Contract for Procurement of Professional Services effective as of July 24, 2024 (the "Contract") in order for Cognia to provide custom-developed Grades 3-8 English Language Arts EL curriculum. This MOA details data sharing agreements as it relates directly to the services under the Contract.
- b. Provide feedback through a shared document. No student level data will be given to Cognia from JCPS.

2. Duties of Cognia:

- a. Cognia will develop Kentucky state standards-aligned courses to include custom-developed, Kentucky state standards-aligned Evidence of Learning Checks pursuant to the Scope of Work which is made a part of this agreement as Attachment A.
- b. Acknowledges that projects involving program evaluation, monitoring activities, or data collection or research of any kind, are subject to JCPS IRB review and approval as determined by the JCPS IRB to meet federal, State, and Board policies. In these cases, 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 purpose of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all

research, program evaluation and data collection activities must be approved by the JCPS IRB and shall not begin before approval is secured from the JCPS IRB.

- c. If the performance of this Agreement involves the transfer by JCPS to Cognia of any data regarding any student that is subject to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g as amended, (“FERPA”), Cognia and JCPS must manage the data transfer in accordance with FERPA requirements, and Cognia agrees to the following conditions:
 - i. If Cognia requests transfer of identifiable data by JCPS that is subject to JCPS IRB procedures, as determined by the JCPS IRB to meet federal, State, and Board policies, JCPS cannot transfer identifiable data to Cognia before the JCPS IRB-approved informed consent process has been executed. In this case, Cognia does not function as an exception under FERPA. Cognia is responsible for obtaining, and maintaining, signed consent after JCPS IRB approval. No data will be provided under this agreement without signed consent from the guardian for records requests involving students or from the JCPS employee or community member for records requests involving adults. Cognia must deliver copies of the signed authorization to JCPS upon request.
 - ii. If Cognia has been legally deemed a FERPA exception by JCPS in accordance with FERPA Exception Conditions, then Cognia shall:
 - (a) In all respects, comply with the provisions of FERPA, including any requirements of Chapter 99 of Title 34 of the Code of Federal Regulations and any other applicable state or federal law.
 - (b) Use any such data for no purpose other than to fulfill the purposes of this Agreement, and not share any such data with any person or entity other than Cognia and its employees, contractors, volunteers, and agents, without prior approval of JCPS. Disclosure shall be limited to only those employees, contractors, volunteers, or agents who are necessary for the fulfillment of this Agreement.
 - (c) Require all employees, contractors, volunteers, and agents of Cognia to comply with all applicable provisions of FERPA with respect to any such data. Cognia shall require and maintain confidentiality Agreements with each employee, contractor, volunteer, or agent with access to data pursuant to this Agreement.
 - (d) Maintain any such data in a secure environment, whether physical or electronic, and not copy, reproduce, or transmit any such data except as necessary to fulfill the purposes of this Agreement. Cognia shall notify JCPS within 24 hours in the event of any data breach or disclosure of data to any person or entity other than the parties listed in this agreement.

- (e) Collect, store, and maintain data in a manner that does not permit the identification of an individual student by anyone other than employees, contractors, or agents of Cognia necessary for the fulfillment of this Agreement and having a legitimate interest related to the purposes of this Agreement in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any form, including, but not limited to, published results of studies.
- d. Use reports produced for this project only for the purposes described above. The data and reporting shall not be used for personal or institutional gain or profit.
- e. To direct all communication and decisions regarding the evaluation, data collection, and analysis to the Accountability, Research, and Systems Improvement office.
- f. Acknowledges that JCPS retains the right to audit Cognia's compliance with this agreement.
- g. Cognia acknowledges that any violation of this Agreement and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for JCPS to immediately terminate this Agreement pursuant to Article V of this Agreement.
- h. Not use the name or logo of JCPS or individual JCPS schools in printed materials, websites, videos or social media without prior approval from JCPS.
- i. Maintain an all-risk property and casualty insurance policy with respect to the facilities and a policy of commercial general liability in amounts no less than \$1,000,000/\$2,000,000 per policy and provide JCPS with a certificate of insurance upon request.
- j. Require all Cognia employees/volunteers/contractors performing services under this Agreement to have on file a Criminal Records Check, per Kentucky law and JCPS requirements, completed no more than five years ago.
Employees/contractors convicted of any of the following, per JCPS Board Policy 03.6, shall not be considered:
 - i. Any conviction for sex-related offenses.
 - ii. Any conviction for offenses against minors.
 - iii. Any conviction for felony offenses, except as provided below.
 - iv. Any conviction for deadly weapon-related offenses.
 - v. Any conviction for drug-related offenses, including felony drug offenses, within the past seven years.

- vi. Any conviction for violent, abusive, threatening or harassment related offenses.
- vii. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this Agreement.
- k. Cognia shall require all staff and volunteers performing services on JCPS school premises during JCPS school hours under this Agreement 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 and neglect records maintained by the Cabinet for Health and Family Services.
- l. Cognia staff and volunteers will comply with all JCPS health safety guidelines including rules related to COVID-19 mitigation.
- m. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to Cognia. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to Cognia.
- n. Cognia will ensure that all confidential data in its possession and in the possession of any subcontractors or agents to which they may have transferred data are destroyed within forty-five (45) days after the data are no longer needed for the specified purpose as defined in this agreement, upon JCPS' request or upon termination of this agreement. Cognia agrees to provide written notice in an email to jcps.irb@jefferson.kyschools.us within forty-five (45) days after the data is destroyed outlining the date of destruction along with method of destruction.

3. Mutual Duties:

- a. Each party shall not discriminate based on 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.
- b. Each party shall comply with all federal and state laws and regulations and all JCPS policies applicable to the provision of the services described in this Agreement, including without limitation the Federal Family Educational Rights and Privacy Act (FERPA), the Kentucky Educational Rights and Privacy Act (KFERPA), the federal Health Insurance Portability and Accountability Act (HIPAA) and JCPS policies and procedures for volunteers and visitors entering JCPS facilities.
- c. The respective administrative offices of JCPS and Cognia who have responsibility for the implementation of this Agreement shall meet periodically during the term of this Agreement to evaluate the program and discuss issues of mutual concern.

4. **Term:** This Agreement shall be effective commencing August 1, 2025, and shall terminate on August 1, 2026. The Agreement may be extended by mutual written agreement of JCPS and Cognia.
5. **Termination:** Either party may terminate this Agreement prior to the end of its term by giving sixty (60) days prior written notice to the other party. If JCPS terminates the Agreement, Cognia will be permitted in their discretion to continue to provide services during the period in which the sixty (60) day notice becomes effective. JCPS may terminate this agreement immediately in the event of a student health or safety concern or a breach of data security as outlined above. Cognia acknowledges that any violation of this Agreement and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for JCPS to immediately terminate this Agreement. In the event of an immediate termination, Cognia shall not be permitted to continue to provide services after receipt of the notice of termination.
6. **Amendment:** This Agreement may be modified or amended only by a written agreement signed by JCPS and Cognia.
7. **Independent Parties:** JCPS and Cognia are independent parties, and neither shall be construed to be an agent or representative of the other, and therefore neither shall be liable for the acts or omissions of the other. Each party shall, however, be liable for any negligent or wrongful acts of its own employees, students and invitees.
8. **Captions:** Section titles or captions in this Agreement are inserted as a matter of convenience and reference, and in no way define, limit, extend, or describe the scope of this Agreement.
9. **Entire Agreement:** This Agreement contains the entire agreement between JCPS and Cognia and supersedes all prior agreements, either written or oral, regarding the same subject matter.
10. **Severability:** If a court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision.
11. **Counterparts:** This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original, and all executed counterparts shall constitute one and the same instrument.
12. **Applicable Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Jefferson County Public Schools:

Cognia Inc:

Dr. H. Brian Yearwood, Superintendent

Suzanne Krause
Suzanne Krause, Chief Improvement Officer

Date: _____

Date: 7/8/2025



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. In the 2024- 2025 school year, we developed the first two interim assessments. In the 2025-2026 school year, we will develop the final two interim assessments. These Evidence of Learning Checks (ELC) will be administered four times over the course of the academic school year and will result in actionable data that can provide guidance for where instructional focus should be directed.

Please note: Development timeline is an estimate, and is contingent upon Jefferson County Public Schools Board approval of included scope of work and associated costs in July 2025.

A full schedule will be provided at the start of this work. Development, feedback, and deliverables must be completed within the scheduled dates to ensure that final delivery aligns to the schedule.

Cognia is excited to provide a scope of work for the following custom Evidence of Learning Checks for English Language Arts.

- Grades 3-8: EL Curriculum and Kentucky standards aligned Evidence of Learning Check 3
- Grades 3-8: EL Curriculum and Kentucky standards aligned Evidence of Learning Check 4

Blueprint Development, Review, Approval***Timeline**

- JCPS will provide Cognia with matrix documents to help inform the blueprint and forms creation.
- Cognia will develop EL and Kentucky state aligned Evidence of Learning Checks blueprints.
- Blueprints include the following:
 - 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 Cognia if necessary, and final approval by JCPS based on a mutually agreed upon schedule.

- G3 Blueprint for ELC 3
- G4 Blueprint for ELC 3
- G5 Blueprint for ELC 3
- G6 Blueprint for ELC 3
- G7 Blueprint for ELC 3
- G8 Blueprint for ELC 3

August 2025

- G3 Blueprint for ELC 4
- G4 Blueprint for ELC 4
- G5 Blueprint for ELC 4
- G6 Blueprint for ELC 4
- G7 Blueprint for ELC 4
- G8 Blueprint for ELC 4

September 2025

Total blueprints developed: 12**Passage Selection, Review, and Approval****Content*****Timeline**

- Cognia selects item passages from public domain/fair use/open-sourced resources for use on ELCs 3 and 4.
- Passages will align to assessed module topics/themes and DOK levels.
- Cognia 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.
- 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 Cognia if necessary, and final approval by JCPS based on a mutually agreed upon schedule.

- G3 Blueprint for ELC 3
- G4 Blueprint for ELC 3
- G5 Blueprint for ELC 3
- G6 Blueprint for ELC 3
- G7 Blueprint for ELC 3
- G8 Blueprint for ELC 3

September 2025

- G3 Blueprint for ELC 4
- G4 Blueprint for ELC 4
- G5 Blueprint for ELC 4
- G6 Blueprint for ELC 4
- G7 Blueprint for ELC 4
- G8 Blueprint for ELC 4

October 2025

Total passages selected: 24

Assessment Development, Review, and Approval	Content	*Timeline
<ul style="list-style-type: none"> Cognia 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 assessment will include 8-10 items and will be delivered 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 Cognia if necessary, and final approval by JCPS based on a mutually agreed upon schedule. 	<ul style="list-style-type: none"> G3 Blueprint for ELC 3 G4 Blueprint for ELC 3 G5 Blueprint for ELC 3 G6 Blueprint for ELC 3 G7 Blueprint for ELC 3 G8 Blueprint for ELC 3 	TBD
	<ul style="list-style-type: none"> G3 Blueprint for ELC 4 G4 Blueprint for ELC 4 G5 Blueprint for ELC 4 G6 Blueprint for ELC 4 G7 Blueprint for ELC 4 G8 Blueprint for ELC 4 	TBD
12 Total Evidence of Learning Checks		\$46,467.45

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