

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: IV A **DATE:** January 13, 2020

TOPIC/TITLE: Contract - Scholastic

PRESENTER: D. Scott Hawkins

ORIGIN:

- ☐ TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
- ☒ ACTION REQUESTED AT THIS MEETING
- ☐ ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
- ☐ ACTION REQUESTED AT FUTURE MEETING: (DATE)
- ☐ BOARD REVIEW REQUIRED BY

- ☐ STATE OR FEDERAL LAW OR REGULATION
- ☐ BOARD OF EDUCATION POLICY
- ☐ OTHER:

PREVIOUS REVIEW, DISCUSSION OR ACTION:

- ☐ NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
- ☐ PREVIOUS REVIEW OR ACTION

- ☐ DATE:
- ☐ ACTION:

BACKGROUND INFORMATION:

Contracts are required to be approved by the Board of Education.

SUMMARY OF MAJOR ELEMENTS:

Attached contract(s) recommended for approval: Scholastic, Inc for controlled trial of Scholastic W.O.R.D.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☒ Recommended ☐ Not Recommended



Memorandum of Understanding for
Randomized Controlled Trial of Scholastic W.O.R.D.
BOARD OF EDUCATION OF WOODFORD COUNTY-
PUBLIC SCHOOLS

and

SCHOLASTIC INC.

and

WESTED

~~Woodford County Public Schools~~ Board of Education of Woodford County (the "~~District~~Board"), WestEd ("Research Firm") and Scholastic Inc. ("Scholastic") agree to work together on the Randomized Controlled Trial of Scholastic W.O.R.D. (the "Project") as set forth in this Memorandum of Understanding ("MOU"). This MOU shall be effective from ~~December 1, 2019~~ January 1, 2020 through ~~December 1, 2020~~ June 30, 2021 (or as may be extended by written agreement of the parties).

This MOU is not intended to supersede or replace the consulting services agreement entered into between the Research Firm and Scholastic, which shall remain in full force and effect according to its terms.

Statement of Purpose

The purpose of this MOU is to set forth the terms and conditions for a Randomized Controlled Trial of Scholastic W.O.R.D. in third grade classrooms (hereafter referred to as the "Project").

Scholastic W.O.R.D. (Words Open Reading Doors) is a personalized, computer-adaptive digital learning program that helps students learn the 2,500 word families that make up 90% of all texts. The program uses engaging activities and thematic reading passages to expose students to high-utility words and their meanings in multiple contexts, which encourages deep comprehension.

Scholastic has contracted WestEd (hereafter referred to as the "Research Firm") to conduct a third-party Randomized Controlled Trial of Scholastic W.O.R.D. The goal of the evaluation is to investigate the impact of Scholastic W.O.R.D. on students' literacy achievement. A pool of third grade classrooms will be randomly assigned either to use Scholastic W.O.R.D. during the study (treatment group) or continue business as usual and receive Scholastic W.O.R.D. later (control group). Random assignment will occur at the classroom level, such that in a given school, half of participating third grade classrooms will be assigned to the treatment group, and half to the control group. Teachers in the treatment group will receive professional learning on Scholastic W.O.R.D., and their students will use Scholastic W.O.R.D. (on school computers or iPads) for three 20-minute sessions a week for approximately 15 weeks. Access to Scholastic W.O.R.D. will also be available at home to students who have the means to access it; home access is **not** required for the study. Control group classrooms will continue business as usual; they will receive access to Scholastic W.O.R.D. and accompanying professional learning after the completion of the study. All teachers, regardless of group, will be asked to participate in a brief project orientation, complete surveys and logs, and allow researchers to observe their classroom, as well as to participate in a few research related tasks (e.g., sending home parent study information and scheduling time for researchers to assess students at the beginning and end of the Project). Some teachers will also be asked to participate in interviews or focus groups to share feedback.

Researchers will collect quantitative data via the Lexia RAPID assessment, which will be administered to students at the beginning and end of the Project. Teachers will administer the Lexia RAPID assessment, with assistance from researchers, if needed. User analytics collected by Scholastic W.O.R.D. will also be analyzed, as well as standardized progress-monitoring or formative assessment data and/or state assessment data provided by the districtBoard. Qualitative data (observations, surveys, focus groups/interviews) will be analyzed to contextualize quantitative data.

Research Questions:

1. What are the effects of Scholastic W.O.R.D. on student literacy achievement? Specifically, how do changes in literacy test scores achieved by Scholastic W.O.R.D. students compare to changes achieved by similar students in the comparison group?
2. How does Scholastic W.O.R.D. differentially affect subgroups of students? Specifically, how do changes in literacy test scores achieved by specific subgroups of Scholastic W.O.R.D. students

- (gender, race/ethnicity, English language learners, students in special education, and students eligible for free or reduced-price meals) compare to changes achieved by subgroups of comparison group students?
3. What is the association between Scholastic W.O.R.D. outcomes and program implementation? Are changes in Scholastic W.O.R.D. participants' literacy test scores associated with variations in program implementation?
 4. What are teachers' and literacy coaches' impressions of the Scholastic W.O.R.D. platform, impact on student learning, program content and pacing, as well as teacher resources and professional learning, as applicable?
 5. How do contextual factors affect the implementation and subsequent success of Scholastic W.O.R.D. (e.g., content and quality of professional learning, student selection criteria, district technology)?

Participants

Participants in data collection activities include:

- Third grade students
- Third grade teachers
- Subset of school staff

Measures and Data Collection

Scholastic and the Research Firm will work with the [DistrictBoard](#) to obtain the following:

- Survey of Teacher/Principal Interest: The Research Firm will conduct a brief interest survey to administrators and teachers in potential research schools to gauge interest and willingness to participate. The Research Firm, Scholastic, and the [DistrictBoard](#) will use this information to finalize participating sites. Each school will then be randomized at the classroom level;
- Rosters of Students: Rosters including names of students participating in the Project and their teacher names so that Scholastic will be able to roster students in Scholastic W.O.R.D.;
- Student ID Numbers: ID numbers of all students participating in the Project for matching to demographic and student assessment data;
- Rosters and email addresses of School-based Staff: Rosters including names, school names, and email addresses of participating teachers, principals, and any others relevant to the implementation of Scholastic W.O.R.D. and for survey and focus group/interview purposes;
- School Demographic Data: Data including, but not limited to: overall socio-economic status of student body, as determined by free and reduced-price lunch (FRPL) status; overall academic performance, as determined by the state accountability system; breakdown of the ethnic backgrounds of enrolled students; percentage of enrolled students who are English language learners (ELL); school designation (e.g., Title I or non-Title I, elementary magnet school, total immersion school, etc.); school size; and geographic location (e.g., urban, suburban);
- Individual Student Demographic Data: In order to compare outcomes and to validate the assessment results for subgroups, this will include: unique student identifier (student name and student ID number); the school name; teacher and grade; student assessment data (as specified below); race/ethnicity; gender; socio-economic status (as determined by free and reduced-price lunch [FRPL] status); and ELL status;
- [DistrictBoard](#)-collected Student Assessment Data: For purposes of establishing baseline equivalence of the treatment and control groups for the Project and other analyses: available standardized progress-monitoring or formative assessment data for participating students in third grade, as well as available student state reading achievement data, as relevant to the Project, from the beginning and end of the 2019–2020 school year;

- Project-collected Student Assessment Data: To evaluate the impact of Scholastic W.O.R.D. on the literacy achievement of students, teachers of participating students will administer the Lexia RAPID assessment to all students (treatment and control groups) participating in the Project before and after the implementation of Scholastic W.O.R.D. Administration will take place in a whole class setting, with each student taking the Lexia RAPID assessment individually on a digital device, and is expected to take approximately 30–50 minutes;
- Classroom Observations: Access to all schools and classrooms participating in the Project for the Research Firm and Scholastic to conduct observations. Researchers will take handwritten or typed notes during the observations. Observations will not be video recorded;
- Teacher Surveys: Participating teachers will be asked to complete surveys at the beginning and end of the Project on their literacy instructional practices, attitudes about literacy, and professional learning and/or orientation received as part of the Project;
- Teacher Logs: Participating treatment group teachers will be asked to complete a brief weekly log about Scholastic W.O.R.D. implementation for the duration of the study (approximately 15 weeks);
- Teacher Focus Groups or Interviews: A subset of participating treatment group teachers will be invited to a focus group or interview where the Research Firm will gather teacher feedback about Scholastic W.O.R.D., students' engagement, and teachers' literacy instructional practices.

Responsibilities of Scholastic, the **DistrictBoard**, and the Research Firm

Scholastic, the **DistrictBoard**, and the Research Firm agree to the following responsibilities for the Project:

Scholastic shall:

- Liaise with the **DistrictBoard** to facilitate the Project;
- Work with the **DistrictBoard** (by telephone, email, and through in-person visits) to ensure the availability of necessary technology required to participate in the study, including, but not limited to, hardware and Internet connections meeting Scholastic system requirements at the participating schools;
- Provide materials and professional learning to teachers and other relevant staff (e.g. instructional support specialists and technology specialists) including, but not limited to, video tutorials and quick-start guides to support the implementation of Scholastic W.O.R.D. Additional supports can also be provided, including in-person trainings and/or coaching as determined by the **DistrictBoard**, Scholastic, and Research Firm. These supports will be provided to the treatment group teachers through the end of the 2020–2021 ~~2019–2020 in the 2019–2020~~ academic year ~~and to the control teachers at the completion of the Project~~;
- Provide treatment group **classrooms** participating in the Project access to Scholastic W.O.R.D. through the end of the ~~for the~~ 2019–2020 academic year ~~;~~ –;
- As an incentive for participating in the Project, Scholastic will provide control and treatment group **schools** access to Scholastic W.O.R.D. ~~for the~~ through the end of the 2020–2021 academic year at no cost;
- Provide technical support to the **DistrictBoard** for the implementation of Scholastic W.O.R.D. in the form of technical audits and support through on-demand telephone/email communication;
- Password-protect all computers used to upload, analyze, or store data containing PII and encrypt all data;

- Provide a means for the transmission of data to and from Scholastic via a secure, encrypted transmission method located at <https://scholastic.dropsecure.com/>;
- Collect, use, maintain, and delete all personally identifiable student, family and staff data in accordance with Kentucky law, districtBoard retention schedule, FERPA, and Kentucky FERPA applicable law, including without limitation by applying appropriate and commercially reasonable technical, physical, and administrative safeguards to protect such data in transit and at rest, and delete such data in a secure manner. As used in this MOU, "Personally Identifiable Data" shall mean any information or data that, alone or in combination, is linked or linkable to a specific individual that would allow a reasonable person, who does not have personal knowledge of the relevant circumstances, to identify an individual with reasonable certainty. Scholastic shall only use Personally Identifiable Data to meet the purposes of the Project and will limit access to Personally Identifiable Data to Scholastic and WestEd personnel ~~and necessary third parties~~ who have a need to access such data. Any third parties who will have access to such data shall be subject to a confidentiality obligation comparable to Scholastic's hereunder. Personally Identifiable Data shall remain the property of the DistrictBoard, and the DistrictBoard shall have access to it at all times;
- Conduct the Project in a manner that does not permit the identification of students, parents, or DistrictBoard staff, by anyone other than representatives of Scholastic with legitimate interests. The Scholastic platform used to access Scholastic W.O.R.D. uses cookies (pieces of information stored directly on a user's computer) for a variety of purposes including ensuring that only authorized individuals are able to access Scholastic products and support product features and functionality. However, these cookies do not permit individual identification;
- Destroy all Personally Identifiable Data in a secure manner when it is no longer needed for the purposes of the Project, and in no event later than December 31, 2021. Scholastic shall be entitled to retain the results of the Project (including without limitation anonymized data) indefinitely, to the extent permitted under FERPA.

The District Board shall:

- Comply with FERPA, which contains an exception to the consent requirement when data subject to FERPA is shared with a third party for the improvement of instruction, pursuant to the "Studies Exception" of FERPA (34 C.F.R. § 99.31(a)(6)). If the DistrictBoard deems it necessary, it shall obtain any and all consents in connection with the provision and use of the Student Personally Identifiable Information (PII) and Data (as defined below).
- Work with the Scholastic (by telephone, email, and through in-person visits) to ensure the availability of ~~necessary~~ technology required to participate in the study, including, but not limited to, hardware and Internet connections meeting Scholastic system requirements at the participating schools;
- Allow the Research Firm to administer an interest survey to teachers via the website SurveyMonkey to potential research sites as described above;
- Provide Rosters of Students as described in the Measures and Data Collection section above;
- Provide Student ID Numbers as described in the Measures and Data Collection section above;
- Provide rosters and email addresses of school-based staff as described in the Measures and Data Collection section above;
- Provide School Demographic Data as described in the Measures and Data Collection section above;
- Provide the following data for all participating students who are enrolled in third grade during the 2019–2020 school year as described in the Measures and Data Collection section above:
 - Individual Student Demographic Data;

- DistrictBoard-collected Student Assessment Data;
- Allow DistrictBoard teachers to administer the Lexia RAPID student assessment to all participating students at the beginning and end of the Project as described in the Measures and Data Collection section above;
- Allow members of the Research Firm and Scholastic to observe classrooms participating in the Project as described in the Measures and Data Collection section above;
- Permit participating teachers to complete surveys and logs via the website SurveyMonkey as described in the Measures and Data Collection section above;
- Allow teachers and other relevant staff (e.g. instructional support specialists and technology specialists) participating in the Project to attend professional learning sessions and Project orientation provided by Scholastic and the Research Firm;
- Provide a space in schools for Scholastic and the Research firm to provide professional learning and conduct interviews and/or focus groups;
- Allow the Research Firm to schedule and conduct interviews and/or focus groups with participating school staff;
- Distribute parent information/opt-out letters for the Project directly to families of participating students, collect opt-out forms returned to teachers, and return forms to the Research Firm;
- Ensure that consenting students in participating treatment group third grade classrooms use Scholastic W.O.R.D. for at least three 20-minute sessions a week; and
- Send data to and receive data from the Research Firm as described in the Measures and Data Collection section above via secure, encrypted transmission methods.

The Research Firm shall:

- Adhere to all federal provisions for the protection of research participants and submit all research tools and plans for review by its internal Institutional Review Board;
- Work with Scholastic to provide a Project orientation to participating teachers and other relevant staff (e.g. instructional support specialists and technology specialists);
- Print and ship all parent opt-out forms to schools participating in the Project;
- Provide teachers participating in the Project clear instructions on what to do with returned opt-out forms and provide pre-paid return envelopes for shipping;
- Work with the District Board to obtain all information listed in the Measures and Data Collection section above (e.g. Interest surveys, rosters/email addresses, ID numbers, demographic data, districtBoard-collected data, project-collected data, observations, surveys, logs, focus groups/interviews) including scheduling classroom observations, focus groups/interviews, and Lexia RAPID assessments for students participating in the Project;
- Provide teachers participating in the Project a stipend upon completion of all Project activities; teachers participating in the treatment group will receive \$500 and control group teachers participating in the study will receive \$250;
- Password-protect all computers used to upload, analyze, or store Data containing PII and encrypt all data. The Research Firm will store Data in a password-protected and encrypted cloud-based content management system that has been reviewed and approved for use by the Research Firm's Data Protection Office;
- Provide a means for transmission of data to and from the DistrictBoard via secure, encrypted transmission methods;

- Collect, use, maintain, and delete all personally identifiable student, family and staff data in accordance with applicable law, including without limitation by applying appropriate and commercially reasonable technical, physical, and administrative safeguards to protect such data in transit and at rest, and delete such data in a secure manner. The Research Firm shall only use Personally Identifiable Data to meet the purposes of the Project and will limit access to Personally Identifiable Data to the Research Firm and Scholastic personnel ~~and necessary third-parties~~ who have a need to access such data. Any third parties who will have access to such data shall be subject to a confidentiality obligation comparable to the Research Firm's hereunder. Personally Identifiable Data shall remain the property of the District Board;
- Take steps to maintain the confidentiality and security of the Data at all times. The Data may be stored securely at the Research Firm or at an entity under a written agreement with the Research Firm to provide hosting services, or collection, storage, processing or analysis of some or all of the Data. Data stored by the Research Firm will be stored using industry standard best practices ensuring appropriate security safeguards.
- Destroy all Personally Identifiable Data in a secure manner when it is no longer needed for the purposes of the Project, and in no event later than July 31, 2024, to the extent permitted under FERPA; and
- As a contractor working for Scholastic, comply with Scholastic's obligations hereunder regarding District Board data, including, without limitation, those relating to District Board access, usage, confidentiality, non-disclosure, security, and de-identification and deletion.

Confidentiality

Scholastic and the Research Firm agree to take all necessary precautions to safeguard the Data and comply with all applicable Federal, State, or local laws, ordinances, regulations, and directives relating to confidentiality. These include, but are not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), ~~the California Information Practices Act (California Civil Code § 1798 et seq.)~~, and the Privacy Act of 1974, as amended, (5 U.S.C. § 552).

- a. FERPA Exception – Scholastic and the Research Firm are authorized to receive this data under the following FERPA exception:
 - i. Studies Exception [34 CFR § 99.31(a)(6)] for the purposes of improving instruction

All Personally Identifiable Data disclosed by the District Board (which may include student demographic information, as well as test results and performance data when a student is identified; collectively, the "Student PII") is the Confidential Information of the District Board.

Scholastic software (including beta versions), protocols, research tools, or other proprietary information that may be provided to the District Board, including, but not limited to, Scholastic W.O.R.D. and the existence and details regarding any feedback provided to Scholastic (excluding any Personally Identifiable Data contained therein), is the Confidential Information of Scholastic.

Without limitation on Scholastic's and the Research Firm's obligations set forth above, each party shall maintain the Confidential Information of the other party in confidence and shall not disclose such Confidential Information to any third party, except as set forth herein, or use any Confidential Information for any unauthorized purpose. Each party shall advise its faculty, students, and any employees or other parties who might have access to such Confidential Information of the confidential nature with respect thereto. The District Board grants a non-exclusive license to Scholastic and the Research Firm to use the Personally Identifiable Data and Student PII as set forth in this Agreement. Scholastic grants the District Board a limited, non-exclusive, royalty-free, fully paid license, without the right to sublicense, to access and use Scholastic W.O.R.D. solely for purposes of participating in the Project. Such license shall terminate as of **June 30, 2020**.

Scholastic, the Research Firm, and the District Board shall not publish student names or other Personally Identifiable Data unless the parties otherwise agree in writing and all legally-required or appropriate consents are obtained. Subject to the immediately preceding sentence, Scholastic, the Research Firm, and the District Board may do the following:

- Publish and disclose information regarding the District Board and school performance within the Project, including, without limitation, achievement and performance results, statistics, and results regarding various groups or types of learners, after the information has been reviewed by Scholastic, the Research Firm, and the District Board and such parties have agreed to its release;
- Use and publish the results of the Project in marketing and research materials after the information has been reviewed by Scholastic, the Research Firm, and the District Board and such parties have agreed to its release;
- Use the name of the District Board or school in connection with the Project after the information has been reviewed by Scholastic, the Research Firm, and the District Board and such parties have agreed to its release.

Notwithstanding the foregoing, Scholastic shall have the right to publish Project results without the District's Board's consent if such publication does not include any Student PII or name the District Board, and provided that in such publication, the results are not described in a manner that would make them reasonably attributable to the District Board.

GENERAL PROVISIONS

1. Governing Law. This MOU shall be governed by and construed in accordance with the substantive laws of the State of New York Commonwealth of Kentucky, without regard to conflict of law principles.
2. Amendments. This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by all parties.
3. Assignment. No party shall voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without the other parties' prior written consent. Any purported assignment in violation of this paragraph shall be void.
4. Severability. The provisions of this MOU are severable and the unenforceability of any provision of this MOU shall not affect the enforceability of any other provisions hereof.
5. Limitation of liability. Each party shall bear all costs, risks, and liabilities incurred by it arising out of its obligations and efforts under this MOU. No party shall have any right to any reimbursement, payment or compensation of any kind from the other party, unless expressly agreed to in writing by all parties.
6. Dispute resolution. The parties shall exercise commercially reasonable efforts to settle any claim, controversy, or dispute (collectively "Disputes") arising out of or relating to this MOU. The parties shall discuss any such Dispute no later than thirty (30) days after one party gives written notice to the other parties of a Dispute, including the legal and factual basis for such Dispute. No suit, arbitration-mediation or other proceeding may be commenced before the parties have met pursuant to this provision, except as described herein.

In the event that a Dispute cannot be resolved through good faith negotiations, the parties agree that such Dispute shall be subject to mediation, ~~finally settled through binding arbitration. The arbitration shall be administered by JAMS, in New York, New York, pursuant to its Comprehensive Arbitration Rules and Procedures. The decision of the arbitrator shall be final and conclusive upon the parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction.~~

Notwithstanding the foregoing, all parties may seek injunctive or provisional relief to protect confidential information at any time.

7. Notices. All notices permitted or required under this MOU shall be in writing and shall be delivered by electronic mail, ~~or~~ and by certified or registered mail, return receipt requested, to each party's respective contact listed below, and will be deemed given upon personal delivery, five (5) days after ~~deposit~~ receipt in the mail, or upon acknowledgment of receipt of electronic transmission.
8. Negotiation and execution. This MOU has been negotiated by all parties and shall not be strictly construed against the other parties. This MOU may be executed in one or more original, electronic, or faxed counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind their respective party.

Project Contacts

~~WOODFORD COUNTY PUBLIC SCHOOLS~~ BOARD OF EDUCATION OF WOODFORD COUNTY

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This MOU is accepted and agreed upon by the parties as of the day of January 2020~~December~~ 2019:

~~Woodford County Public Schools~~ BOARD OF EDUCATION OF WOODFORD COUNTY

By: _____

Name: Scott Hawkins

Title: Superintendent

Date:

Date of Board Approval:

SCHOLASTIC INC.

By: _____

Name: Michael Hagen

Title: Chief Academic Officer, Senior Vice President, Scholastic Education

Date:

WESTED

By: _____

Name:

Title:

Date: