

# **MEMORANDUM OF UNDERSTANDING**

**Among**

**BOONE COUNTY SCHOOLS**

**Savvas Learning Company**

**&**

**Strobel Consulting, LLC**

**For Participation in the K-8 Math Assessment Field Test**

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**Effective Date: January 15, 2021**

## **I. Parties**

This Memorandum of Understanding (“MOU”) is made and entered as of the effective date indicated above by and between: Savvas Learning Company, Inc., (“Savvas”) through its Academic and Product Research group; Savvas’s contracted external vendor for the online K-8 Math Assessment Field Test, Strobel Consulting, LLC (“Strobel Consulting”); and Boone County Schools (“District”).

## **II. Purpose**

This MOU is entered into as part of an evaluation of the online K-8 Math Assessment (“K-8 Math Assessment”) in a Field Test (the “Study”) being conducted by Savvas through its contracted external vendor, Strobel Consulting, during a two week window in January 2021.

Approximately 543 students (“Participating Students”) in Grades K-5 at New Haven Elementary (“School”) will complete the K-8 Math Assessment once during the study period. The K-8 Math Assessment will be administered by the classroom teacher or a designated test administrator (“Test Administrators”).

This MOU describes the Study and the procedures to be followed by all parties during the Study.

## **III. Duration of Study Period**

The Study will take place January 11 through 29, 2021.

## **IV. Study Procedures**

Test Administrators will administer the K-8 Math Assessment to Participating Students between January 11 – 21, 2021. The diagnostic assessment consists of 30 questions.

The diagnostic assessment and screener are accessible via the Savvas Realize online platform. If District is a current Savvas Realize user, Test Administrators will assign the assessment to Participating Students via Realize. If District does not have a current Realize license, Savvas will provide access to District to register and assess students.

Realize will score the assessment and Test Administrators will be able to access test results and reports through the online platform. Once the field test is complete norms will be provided to all Test Administrators.

Additional Study Procedures:

1. As the District has chosen to administer the K-8 Math Assessment as part of its regular classroom instruction and Strobel Consulting will not collect any personally identifiable information about students, Strobel Consulting is not proposing to use parental consent forms for students at this level in the Study; however, if the District requires Strobel Consulting to provide notice or request consent from parents, the District will notify Strobel Consulting, and Test Administrators and District staff will assist with the distribution and collection of the consent forms for participating students/parents.
2. Strobel Consulting and Savvas representatives will be available throughout the study period to answer K-8 Math Assessment and research questions that Test Administrators may have.
3. Strobel Consulting will follow all applicable federal and state laws that protect student personal and health-related information (e.g., FERPA, PPRA, HIPAA), including maintaining appropriate physical, electronic, and procedural safeguards. Participating students' and teachers' information is confidential and will not be shared or discussed with anyone outside of the approved study researchers and data collectors. District, School, and/or teacher codes will replace student names in data submitted to Strobel Consulting or Savvas. Those codes will be utilized to collect all assessment data. All data in the final report will be aggregated across the whole sample, and at no time will an individual, school or district be identified. All collected data for the Study will be securely stored in lockable locations, secure computer files, or on computer servers accessible only to the approved and trained researchers and authorized staff. Upon completion of the final report, all physical data will be shredded.

#### **V. District Responsibilities**

It is expected that the participating District Administrators, School Principals and/or other District/School representatives will:

1. Inform Strobel Consulting of district protocols for permission to conduct research, and assist in the distribution and collection of parent consent forms as needed.
2. Create unique student identification numbers for all participating students in the Study. Each ID is to be used only for the student originally assigned in all data files.
3. Provide demographic and attendance information on students to researchers using unique, student ID's that are non-personally identifiable, and provide data from student assessments using the same non-personally identifiable student ID's. Strobel Consulting may also request general demographic data to be provided with the non-personally identifiable student ID codes, including gender, ethnic identity, special education status, second language learner status, socioeconomic status (e.g. free or reduced lunch), and/or attendance data. The purpose of requesting this data is to analyze the K-8 Math Assessment results with various student populations, but Strobel Consulting will not request, and should never be provided with, the names of the students.

#### **VI. Test Administrators' Responsibilities**

It is expected that Test Administrators will:

1. Fully cooperate and participate in the Study.
2. Register and assign students to the K-8 Math Assessment in Savvas Realize
3. Administer the assessment to Participating Students within the aforementioned study window.

#### **VII. Strobel Consulting Responsibilities**

Strobel Consulting will:

1. Serve as primary Study contact for District.
2. Comply with all research protocols established by the participating District.
3. Develop and collect consent forms, as required.
4. Refrain from collecting the names of students participating in the Study; and use anonymized data through the use of non-personally identifiable student ID codes assigned to each student.
5. Protect the confidentiality of student data and only release aggregated and/or non-personally identifiable results to Savvas, the District, or Test Administrators.

#### **VIII. Savvas Responsibilities**

Savvas will:

1. Comply with all research protocols established by the participating District.

2. Provide access to the K-8 Math Assessment.
3. Provide Test Administrators with a \$10 gift card for each classroom (25 students) assessed up to a total of \$100.
4. Provide norming scores and information after the administration window

#### **IX. Additional Terms and Conditions**

1. The District agrees not to disclose details of the Study to any third parties without permission from Savvas.
2. Savvas retains the right to publish and share aggregated and/or non-personally identifiable Study results for generic purposes without reference or association to the teachers, students, School or District.
3. Savvas and Strobel Consulting understand that any unauthorized disclosure of confidential student information is prohibited and shall comply with the requirements of the Family Education Rights and Privacy Act (FERPA).
4. The signators to this MOU hereby represent and warrant that they are authorized to enter into this MOU, and have obtained the proper authorization to enter into this MOU on behalf of the District and/or School.
5. District is not an official participant in the Study until such time as a representative of Strobel Consulting receives a signed MOU. The MOU must be signed by both an authorized District representative.
6. This MOU does not guarantee that the Study will be undertaken and the Study may be cancelled by Savvas at any time. In the event that the Study is cancelled prior to the start date, benefits described in section X will not be provided to the District or Test Administrators.
7. This MOU shall remain in effect for the duration of the Study unless a new MOU is executed in writing intended to replace this MOU.

#### **X. Benefits and Ethical Representation**

In accordance with district policy and/or local laws and regulations, Strobel Consulting will provide incentives for participating in the Study. Participating Test Administrators will receive a \$10 Amazon Gift Card for each classroom (25 students) assessed up to a total of \$100. Test Administrators will receive the stipend upon completion of all data requests.

Strobel Consulting and Savvas are committed to the highest standards of ethical conduct and do not intend to create even the appearance of impropriety or a perceived conflict of interest when providing a payment or other benefits to a district or school or an individual who works for a government entity or educational institution (or similar entity), and we recognize that your District is committed to the same standards. Strobel Consulting and Savvas also recognize that some states, districts, schools, or other educational institutions may have laws, policies, regulations, or rules, including with regard to potential conflicts of interest (collectively "Regulations"), prohibiting or limiting instructors, administrators, and other representatives from receiving stipends, compensation for services, or reimbursement for travel and other expenses.

Certain of these Regulations may also require disclosure of any relationship to third-party providers, such as Strobel Consulting or Savvas, or preclude the School or District from decisions about the adoption or purchase of Savvas's products and services. You agree that the district, School, participating teachers, and site coordinator participation in the Study detailed in this MOU complies with all Regulations, that you are authorized to make this representation, and that you will notify us at any time if the District, School or any employees are, or become subject to, any Regulations. You also certify that the School and/or its employees' receipt of the benefits specified in the MOU will not cause the School, the employees, Strobel Consulting or Savvas to violate any applicable laws, policies, regulations or rules relating to government ethics or otherwise, nor will the District's nor its employees' receipt of any such benefits bar or limit Strobel Consulting or Savvas or its affiliates from bidding on or entering into any contract, or otherwise doing business, with the District or the School, now or in the future. If Strobel Consulting or Savvas becomes aware that receipt of these benefits violates any applicable Regulations or

otherwise requires disclosure, you understand that Strobel Consulting or Savvas may request reimbursement from the District, School and/or its employees for the value of the items provided.

### **Miscellaneous**

If the District wishes to withdraw from the Study, it must notify Strobel Consulting in writing. The undersigned have read and agreed to all the terms above.

### **Study School District Representative**

Name: \_\_\_\_\_  
(Print)

Name: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_  
(Print)

Date Signed: \_\_\_\_\_

### **Savvas Learning Company, Inc.**

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Ann Vilcheck, Senior Project Manager, Academic and Product Research (Date)

### **Strobel Consulting, LLC**

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Alisha Strobel, President, Strobel Consulting, LLC. (Date)