

## **Memorandum of Understanding**

Between

NCS Pearson, Inc.

and

Woodford County Schools

This Memorandum of Understanding (MOU), effective January 12, 2022, sets forth the terms and understanding between NCS Pearson, Inc. (“Pearson”) and the Woodford County Schools (the “District”)(each a “Party” and together, the “Parties”) for the Transcend District Research Study Project (the “Study”).

### **Background and Purpose**

The Kentucky Department of Education (“KDE”) received ESSA funds to support piloting interims in reading and mathematics as part of an assessment system. The purpose of the Study is to demonstrate how interims can efficiently measure student achievement and growth on Kentucky content standards, within and across school years. Pearson is KDE’s current summative contract provider and will conduct the interims study by providing Pearson’s proprietary integrated assessment solution, Transcend, to participating Study districts.

Transcend is designed to provide efficient, actionable achievement and growth to district leaders, school leaders, and teachers. Results are available within 24 hours to ensure the results are immediately actionable and can be used to inform instruction. The interim reports are interactive, providing content- and domain-level scale scores, growth measures, and proficiency determinations linked to the state summative assessment. Reports visually describe information such as the score ranges so that instructional decisions can be made with the information tests are intended to yield but which is often misunderstood and unused.

The Study will be conducted utilizing the participating District students’ Data. However, the District will only be required to provide to Pearson, teacher names and class rosters, all other Data will be provided by the KDE.

The District agrees that the applicable terms and conditions of Pearson’s KY Grades 3-8 and High School Summative Assessments contract with the KDE shall be applicable to the District and shall be incorporated by reference. If needed, the parties agree to enter into a more detailed scope of work for the Study.

### **Funding**

This Study will cost the District \$5.00 per student to participate. Pearson will work with Districts participating in the Study to arrange invoicing based on the number of students per district.

**Duration**

This MOU shall begin on the effective date for a two year term with an initial term of a year. The MOU shall automatically renew for an additional year at the end of the initial term unless terminated earlier by either Party.

**Participation\***

The district agrees to identify the grades, subjects, and number of students to participate in this study. Pearson understands that the number for participation may fluctuate due to student mobility within the school year and will remain flexible to accommodate any changes throughout the term.

***Grades: 4th - 8th***

***Subjects for each grade:***

*4<sup>th</sup>—Math*

*5<sup>th</sup>—English/Language Arts*

*6th-8th-English/Language Arts and Math*

***Total number of students participating:***

*Elementary - 533*

*Middle School - 146*

*Total number of students - 679*

\*Additional grades, subjects, and students may be added in year two of the study.

**Contact Information for Notices**

NCS Pearson, Inc.

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Position: Director

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**Woodford County Schools**

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Position- Superintendent

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E-mail- [danny.adkins@woodford.kyschools.us](mailto:danny.adkins@woodford.kyschools.us)

All correspondence or notices required by this agreement shall be sufficiently given and served if delivered by hand directly to the individuals named above or sent by United States first-class mail postage prepaid, with return receipt requested or other recognized delivery service with a copy sent via email.

## **Data Sharing Terms and Conditions**

The District will provide Pearson with the data required, as described herein, in order to undertake the Study.

**I. Data Required:** Pearson will receive Student Data as part of this MoU from the KDE via the Pearson Access Next system. For any data that may not be available in Pearson Access Next, the District agrees to provide data to Pearson or agrees that the KDE may provide this data to Person via a process provided by Pearson and using an SFTP site. The Data will then be de-identified and provided to the Transcend team such that files cannot be combined to identify students. The data Pearson will need for the Study consists of student demographic information, student responses, raw scores and the following information which will all be received from the KDE:

<ul style="list-style-type: none"><li>• Student ID</li><li>• School ID</li><li>• Grade</li><li>• Race</li><li>• Ethnicity</li><li>• Sex</li><li>• FRL eligible (Y/N)</li><li>• Has IEP (Y/N)</li></ul>	<ul style="list-style-type: none"><li>• Specific Diagnosis</li><li>• English learner (Y/N)</li><li>• Home language</li><li>• Transcend interim test IDs</li><li>• Transcend interim responses (interactions)</li><li>• Transcend interim item scores</li></ul>	<ul style="list-style-type: none"><li>• English proficiency test score (if English learner)</li><li>• Time spent testing with the Study assessments</li><li>• Grades 3-8 State Summative scores and sub-scores (Math and ELA)</li></ul>
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The following terms further specify the manner in which the Data will be shared with Pearson, subject to District, local, state and federal laws and regulations, including but not limited to FERPA.

**II. Data Sharing in Compliance with FERPA.** To affect the transfer of data that is subject to FERPA, Pearson agrees to:

1. In all respects comply with the provisions of FERPA. For purposes of the MoU, “FERPA” includes any amendment or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal

Regulations. Nothing in this agreement may be construed to allow either party to maintain, use, disclose, or share student information in a manner prohibited by federal law or regulation.

2. Use the data shared under this agreement for no purpose other than that set forth above.
3. Require all employees, contractors, and agents of any kind to comply with all applicable provisions of FERPA and other federal laws with respect to the data shared under this agreement. Pearson agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor, or agent with access to data pursuant to this agreement. Access will be limited to those individuals conducting the study set forth in the agreement and only to those individuals with a legitimate interest in the data. Nothing in this paragraph authorizes the sharing of data provided under this agreement with any person or entity for any purpose other than a person or entity specified within who is authorized to complete Pearson's work under the Agreement.
4. Maintain all data obtained pursuant to this agreement in a secure computer environment, including password protection and/or encryption of the data files, and not copy, reproduce, or transmit data obtained pursuant to this agreement except as necessary to fulfill the purpose specified in Section I above. Information shall be stored and processed in such a way that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of this agreement in the same manner as the original data. The ability to access or maintain data under the agreement shall not, under any circumstances, be transferred from Pearson to any other institution or entity. Pearson shall not re-disclose any individual-level data with or without any identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by the District.
5. Destroy any personally identifiable student data obtained under this agreement when no longer needed for the purposes for which the Study was conducted, and in no event later than one (1) year from the completion of the study.. All personally identifiable data shall be destroyed or returned in compliance with 34 C.F.R. §99.35(b)(1)-(2). Destruction of confidential information shall be accomplished by utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for physical

materials and verified erasure of magnetic media using approved methods of electronic file destruction. Pearson agrees to require all employees, contractors, or agents of any kind to comply with this provision.

#### **VI. Restrictions on Use of Data.**

1. Pearson agrees to conduct the Study and any research relevant to the Study in a manner that does not permit personal identification of parents and students by individuals other than representatives of Pearson that have legitimate interests in the information.
2. Pearson shall not assign this agreement or any portion thereof to a subcontractor or other third party without the prior written consent of the District, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this agreement.
3. Pearson shall not report data in a manner that permits direct or indirect identification of any individual.
4. Pearson will not contact the individuals included in the data sets without first obtaining written authorization from the District.
5. Pearson shall not use the data obtained pursuant to this agreement for targeted advertising.

#### **VII. Data Confidentiality and Data Security.** Pearson agrees to the following confidentiality and data security statements:

1. Pearson acknowledges that the data is confidential data and proprietary to the District and/or KDE, which owns and shall continue to control the data.
2. Pearson agrees to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations, including but not limited to FERPA.
3. Pearson shall use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this agreement.
4. Pearson shall instruct staff with access to confidential information about the requirements for handling confidential information.

## VIII. Termination

1. This agreement may be terminated as follows, after notification in the manner provided in the Notices section:
  - (a) By either party immediately in the event of a material breach of the data sharing terms by another party.
  - (b) By either party after 30 days advance written notice to the other party, for any reason or no reason. The obligation to maintain the confidentiality of any personally identifiable student data or confidential information in Parties' possession shall survive the termination of the MoU.
2. If this agreement is terminated by either party for material breach or for any other reason with 30 days written notice, the confidential information shall be returned or destroyed within 7 days of the termination. If the agreement terminates at the end of the term described in this agreement, Pearson shall return or destroy all confidential information when it is no longer needed for the Study, and in no event later than a year from the end of the term.
3. Destruction of the confidential information upon termination shall be accomplished in the manner set forth in this Agreement above.

**IN WITNESS WHEREOF**, Pearson and District have caused this agreement to be executed by their duly authorized representatives as of the date of the last signature below.



Date: January 12, 2021

NCS Pearson, Inc.  
Laura Cain, Director School Assessment

Date:

Woodford County Schools

[Signatory Name and Title]