Memorandum of Understanding between
San Leandro Unified School District and WestEd

Using *Math Pathways & Pitfalls* to Promote Algebra Readiness
2014-2015 Classroom Feasibility Study

1. Purpose

This Memorandum of Understanding (this "MOU") is between San Leandro Unified School District, located in San Leandro, CA, ("the District") and WestEd regarding the classroom feasibility study for the *Using Math Pathways & Pitfalls to Promote Algebra Readiness* project in 7th Grade (the "MPP feasibility study"). This MOU sets forth the parameters for WestEd's conduct of the study and the collection of education record data in the District. This is a non-financial agreement.

Funded by a grant from the National Science Foundation (NSF), and led by WestEd, headquartered in San Francisco, CA, *Using Math Pathways & Pitfalls to Promote Algebra Readiness* is a project to develop a new algebra readiness book for the existing *Math Pathways & Pitfalls* (MPP) curriculum. Previous studies funded by NSF and the US Department of Education Institute of Education Sciences (IES) have found the MPP curriculum and pedagogical approach to be effective in raising the math achievement of students in elementary and middle school. The new MPP book will focus on promoting algebra readiness in middle school students through discourse-based instruction that enables students to confront and avoid key mathematical pitfalls.

2. Parties participating in this MOU

Access to new MPP materials and professional development for teachers in the District, is contingent upon the District's compliance with the terms of this MOU. The District's participation is dependent upon its willingness to permit the study activities specified below. WestEd anticipates that the District's direct costs will be minimal. WestEd will have access to all data obtained through this agreement up through the conclusion of the project in 2017 to allow for analysis, review, and publication. All data files will be destroyed no later than five years after the formal conclusion of the project.

The District is authorized to release the data requested in Section 8 without written parental consent under Section b.1.F of the Family Education Rights Privacy Act:

> (b) Release of education records; parental consent requirement; exceptions; compliance with judicial orders and subpoenas; audit and evaluation of federally-supported education programs; recordkeeping
>
> > (1) No funds shall be made available under any applicable program to any educational agency or institution which has a policy or practice of permitting the release of education records (or personally identifiable information contained therein other than directory information, as defined in paragraph (5) of subsection (a) of this section) of students without the written consent of their parents to any individual, agency, or organization, other than to the following—
> >
> > > (F) organizations conducting studies for, or on behalf of, educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, and improving instruction, if such studies are conducted in such a manner as will not permit the personal identification of students and their parents by persons other than representatives of such organizations and such information will be destroyed when no longer needed for the purpose for which it is conducted;

3. Terms of the MOU

A. This MOU is effective as of the date of execution and expires September 30, 2017.

B. This MOU may be amended by the mutual written consent of all parties.

C. Either party to this agreement can request/provide information through the identified contacts as given in Sections 5. and 6.

4. Confidentiality

A. WestEd agrees to preserve the anonymity of all persons and confidentiality of all data collected for the study. WestEd agrees not to release data to any person or organization not involved in the study.

B. No individual shall be identifiable in any reports, publications, or other documents created by WestEd from the use of data provided by the district.

C. WestEd and its contractors shall maintain the confidentiality of all records in accordance 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).

5. WestEd's responsibilities:

WestEd shall:

A. Provide dedicated contact information for this research project. WestEd's contact information is:

Yvonne Kao
Senior Research Associate, STEM Program
WestEd
400 Seaport Court, Suite 222
Redwood City, CA 94063
Email: mpp_study@wested.org

B. Use the data collected for the project for research purposes only. Research conducted with the data is restricted solely to the project specified.

C. Retain data in a place physically secure from access by unauthorized persons. Paper-based data will be stored in locked file cabinets. Electronic data housed at WestEd will be encrypted at all times using Advanced Encryption Standard (AES-256). WestEd agrees that any computer on which the data reside will be password protected at all times.

D. Agree that no individual will be identifiable in any reports, publications, or other documents that are created.

E. Inform parents of students in participating classes that the MPP feasibility study is taking place and give them an opportunity to opt out of data collection.

6. District responsibilities:

The District shall:

A. Designate a contact person to facilitate communications between the District and WestEd regarding the MPP feasibility study. This district contact person is:

Name: _____

Title: _____

Telephone: _____

Email: _____

B. Allow participating teachers to attend professional development as part of the work of the MPP feasibility study. If substitute teachers are needed so study teachers can attend the professional development, WestEd will reimburse the District for the costs of the substitute teachers.

C. Allow WestEd researchers to observe classrooms using the new MPP materials being tested.

D. Allow WestEd researchers to collect samples of student work completed during the new MPP lessons, including worksheets, homework, classroom assessments, and notes taken during class.

7. Timeline*

The study will be conducted in the 2014-2015 school year. Teachers will participate in MPP professional development in August or September 2014 and use the new MPP materials throughout the school year Researchers may visit study classrooms to observe MPP lessons being implemented and collect samples of student work.

In witness hereof, the parties hereby execute this Memorandum of Understanding.

X_____ _____

Authorized Signatory for San Leandro Unified School District Date

Print Name: _____

Title: _____

Email: _____

X_____ _____

Authorized Signatory for WestEd

Michael J. Neuenfeldt Date

Director, Contracts Management

Please return this form via fax to 650.381.6401 or via e-mail to mpp_study@wested.org.