**Memorandum of Understanding**

**between**

**San Leandro USD and WestEd**

Using *Math Pathways & Pitfalls* to Promote Algebra Readiness
Classroom Efficacy Study

This Memorandum of Understanding ("MOU") is made as of 01/25/2017 between San Leandro USD, located in San Leandro, CA, ("the District") and WestEd regarding the classroom efficacy study for the *Using Math Pathways & Pitfalls to Promote Algebra Readiness* project in 7th Grade (the "MPP Efficacy Study" or the "Study"). This MOU sets forth the parameters for WestEd's conduct of the Study and the collection of education record data in the District.

At times herein, WestEd and District are each referred to as a "Party" and collectively referred to as the "Parties." This MOU is a non-financial agreement.

## 1. Purpose

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 focuses on promoting algebra readiness in middle school students through discourse-based instruction that enables students to confront and avoid key mathematical pitfalls.

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.

## 2. Timeline

The Study will be conducted in the 2016-2017 and 2017-2018 school years. Teachers will join the study during the Spring 2017 semester and continue teaching their normal 7th grade math curriculum so that researchers can collect baseline data. Teachers will participate in a 4-day MPP professional development workshop in Summer 2017 and four follow-up sessions during the 2017-2018 school year. Teachers will use the new MPP materials throughout the 2017-2018 school year. Researchers may visit Study classrooms to observe MPP lessons being implemented throughout the school year.

## 3. Term and Termination

A. This MOU is effective as of the date first written above and expires on September 30, 2019.

B. Either Party may terminate this MOU without cause upon 30 days' written notice of intent to terminate to the other Party.

C. The termination or expiration of this MOU shall not affect the rights or obligations regarding confidentiality or the retention, storage, or destruction of Data, as set forth in Sections 5 and 9.D herein. Such rights and obligations shall survive the term of this MOU.

## 4. Definitions

A. "Data," as used in this MOU, shall mean teacher surveys, teacher data from the Learning Mathematical Teaching assessment, instructional logs, classroom observation notes, teacher interviews, student surveys, and student pre-posttests.

B. "Personally Identifiable Information" or "PII," as used in this MOU, shall mean any information or Data that, alone or in combination, is linked or linkable to a specific student and that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

C. "De-identified Data," as used in this MOU, shall mean Data from which all Personally Identifiable Information has been removed or obscured so that a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, would not be able to identify any individual student or parent with reasonable certainty.

## 5. Confidentiality

A. The District is authorized to release the Data without written parental consent under Section 99.30(a)(6) of Title 34 of the Code of Federal Regulations, adopted pursuant to the Family Educational Rights and Privacy Act ("FERPA"). All PII shared by District is and shall continue to be District's property.

B. WestEd and its contractors 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 FERPA, the California Information Practices Act (California Civil Code § 1798 et. seq.), and the Privacy Act of 1974, as amended, (5 U.S.C. § 552).

C. PII will only be used for purposes of the Study identified in this MOU. WestEd will limit internal access to PII to individuals working on the Study with legitimate interests in the PII and on a need to know basis.

D. WestEd will take steps to maintain the confidentiality of all PII at all times.

E. No individual shall be identifiable in any reports, publications, or other documents created by WestEd or its contractors with the use of Data.

F. WestEd will destroy all PII when it is no longer needed for the Study and no later than 60 days after the expiration of this MOU. The Parties may amend the MOU to extend the time period if needed, however such amendment must be in accordance with Section 8.A of this MOU.

G. In accordance WestEd's prime award from NSF, De-identified Data will be retained by WestEd after completion of the Study and the term of this MOU. De-identified Data may be shared with researchers outside the institute for secondary analyses, as permitted by FERPA.

H. In any published reports or other publications created by WestEd with the use of Data, WestEd will not include information that could lead to the identification of an individual whose information is included in the Data.

## 6. WestEd Responsibilities

WestEd shall:

A. Provide dedicated contact person for the Study. WestEd's contact person for purposes of the Study is:

Jodi Davenport, Associate Director, STEM Program
WestEd
300 Lakeside Drive, 25th Floor
Oakland, CA 94612-3540
Phone: (510) 302-4274
Email: mpp_study@wested.org

B. Retain all Data that includes Personally Identifiable Information in a place physically secure from access by unauthorized persons. Any electronic device on which the Data with PII reside will be password protected at all times. Tangible copies of the Data with PII will be stored in locked file cabinets.

C. Inform parents of students in participating classes that the MPP Efficacy Study is taking place and give them an opportunity to opt out of Data collection.

## 7. District Responsibilities

The District shall:

A. Designate a contact person to facilitate communications between the District and WestEd regarding the MPP Efficacy Study. The District's contact person is:

Name: Joanne Clark

Title: Assistant Director Teaching, Learning and Educational Equity

Telephone: 510-667-3552

Email: joanneclark@slusd.us

B. Allow teachers participating in the Study to attend professional development and complete surveys and assessments as part of the work of the MPP Efficacy Study. If substitute teachers are needed so participating teachers can attend the professional development, WestEd will reimburse the District for the costs of the substitute teachers.

C. Allow participating teachers to administer Study surveys and assessments to their students and return the assessments to WestEd for scoring and analysis.

D. Allow WestEd researchers to observe classrooms participating in the Study.

E. Provide WestEd with 6th and 7th grade state math test scores and demographic information of participating students. The requested demographic variables are: gender, ethnicity, language status, and special education status.

**8. General Provisions**

A. 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 both parties.

B. Assignment. Neither Party shall voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. 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.

D. 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. Neither Party shall have any right to any reimbursement, payment or compensation of any kind from the other Party, unless expressly set forth herein or agreed to in writing by both Parties.

E. Relationship between the parties. Nothing in this MOU shall be construed to grant either Party the right to make commitments of any kind for or on behalf of the other Party, without the prior written consent of the other Party. Nothing in this MOU shall be deemed to constitute, create, give effect to, or otherwise recognize an employment relationship between the parties or a joint venture, partnership, or formal entity of any kind.

F. Dispute resolution. The Parties shall exercise their best efforts to settle any claim, controversy, or dispute (collectively, "Dispute") arising out of or relating to this MOU. The Parties shall discuss any Dispute no later than fifteen (15) days after either Party gives written notice to the other Party of a Dispute, including the legal and factual basis for such Dispute. No arbitration or other proceeding may be commenced before the Parties have met pursuant to this provision. In the event that a Dispute cannot be resolved through good faith negotiations, the Parties agree that such Dispute shall be finally settled through binding arbitration. The arbitration shall

be administered by JAMS, in San Francisco, California, 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, either Party may seek injunctive or provisional relief to protect confidential information at any time.

G. Execution. 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.

H. Entire agreement. This MOU is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this MOU.

IN WITNESS WHEREOF, the parties have, by their respective duly authorized representatives, executed this MOU as of the day and year first written above.

| **WestEd** | | **[District]** | |
|---|---|---|---|
| By: | _____ | By: | _____ |
| Name: | _____ | Name: | _____ |
| Title: | _____ | Title: | _____ |
| Date: | _____ | Date: | _____ |

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