

**CONTRACT NAME: AGREEMENT BETWEEN WESTED AND
DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This Memorandum of Understanding outlines the agreement by and between WestEd and Davis Joint Unified School District to conduct the **Amplify Science Middle School** Study funded by the National Science Foundation and is entered into on April 18, 2019. Findings from this study will contribute to the science education community's understanding of the strengths and limitations of ASMS and similar curricular materials in supporting teacher instruction and student learning of the NGSS.

FINANCIAL IMPACT: There are no costs incurred for this agreement.

MEMORANDUM OF UNDERSTANDING
Davis Joint Unified School District and WestEd
for the Amplify Science Middle School Seventh Grade Curriculum Study

This Memorandum of Understanding (“MOU”) outlines the agreement by and between WestEd and Davis Joint Unified School District (the “District”) to conduct the **Amplify Science Middle School Study** (the “Study”) funded by the National Science Foundation and is entered into on April 19, 2019.

1. Purpose of the project

The Amplify Science Middle School (ASMS) study is a large-scale study to evaluate the impact of the ASMS curriculum on teaching and learning, funded by the National Science Foundation. The study is motivated by the timely need for teachers to have access to supportive curriculum materials as they shift their instruction to meet the demands of the Next Generation Science Standards. The ASMS curriculum materials are ideally suited for this study as they were developed with the intention of meeting the vision of the Framework for K-12 Science Education and the performance expectations of the California NGSS. Findings from this study will contribute to the science education community’s understanding of the strengths and limitations of ASMS and similar curricular materials in supporting teacher instruction and student learning of the NGSS.

The study will be conducted by WestEd, in collaboration with the Lawrence Hall of Science at UC Berkeley, RAND Corporation, and SRI International. The study is led by Dr. Christopher Harris, Senior Research Associate at SRI and will be supported by a number of researchers with expertise in science and STEM education research.

2. Method of study or investigation to be used

The study will take place during the 2019-2020 school year in 4 middle schools in Davis Joint Unified School District. Teacher and student participation are voluntary. Participating schools will be **randomly assigned** to either the treatment group to use the Amplify Science Middle School curriculum in 7th grade during the 2019-20 school year, or the “business as usual” control group whereas teachers use their existing science instructional materials in 7th grade during the 2019-2020 school year.

Note that the study grant will provide Amplify Science curriculum materials with accompanying Professional Learning at no cost to teachers who will use Amplify Science at the outset of the study (SY 2019-20). After the study, the control group schools will be eligible to receive the full 7th grade Amplify Science package with Professional Learning for the next school year (SY 2020-21). Thus, the study grant will cover the cost of Amplify Science curriculum for both groups of 7th grade teachers for one full year.

To understand how the materials support teacher instruction across the two conditions, data will be collected in the form of teacher surveys, online instructional logs, and (for a small sample of teachers) classroom observations and teacher interviews. To understand student learning outcomes, the study will collect student assessment data. This includes two assessments that will be administered during the study year and analysis of prior and follow-up state assessment data (as described in further detail in Section 5 below). Teacher participation is voluntary. All teachers will receive stipends in recognition of their participation.

This MOU sets forth the agreement between the District and WestEd regarding the WestEd and the District’s role in the Study. This is a non-financial agreement.

2. Definitions

- A. "Data" as used in this MOU shall mean any data collected from schools, teachers or students, including but not limited to student demographic data, including age, race, gender, and preferred home language, student assessment data, teacher survey, interview, online log, or observation data that will be collected as part of the Study.
- 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 or teacher that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student or teacher with reasonable certainty.
- C. "De-identified Data" as used in this MOU shall mean Data from which enough Personally Identifiable Information has been removed or obscured so that the remaining information does not identify an individual and there is no reasonable basis to believe that the remaining information can be used to identify an individual.

3. Term and Termination

- A. This MOU is effective as of the last signature date of the parties.
- B. This MOU may be amended or modified upon the mutual written consent of both parties.
- C. This MOU expires on December 31, 2021.
- D. Either party may terminate this MOU prior to December 31, 2021, without cause, provided that written notice is given at least 45 days in advance of termination.

4. Confidentiality

- A. The Study has received approval from WestEd's Institutional Review Board (IRB). 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 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).
- B. Data containing Personally Identifiable Information (PII) will only be used for the Study identified in this MOU.
- C. WestEd will limit access to PII to only those individuals working on the Study who have 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 stages of the Study, and use only secure, encrypted methods of transmission and ensure that any computer on which PII is stored is encrypted.
- E. Names of study participants will be blinded for analysis. No individual shall be identifiable in any reports, publications, or other documents created by WestEd or its contractors with the use of Data nor will any identifying information such as district or school names be included.
- F. WestEd will destroy all PII when it is no longer needed for the Study. The parties may amend the MOU to extend the time period if needed, however, such amendment must be in accordance with Section 7.A. of this MOU.

5. WestEd Responsibilities

WestEd shall:

- A. Designate a contact person for this research project. WestEd's contact person is:

Christopher Harris	WestEd
Senior Research Associate	400 Seaport Ct, #222
	Redwood City, CA 94063
	Telephone: (650)381-6422
	Email: christopher.harris@wested.org

- B. Assign (1) a district coordinator to liaison with district representatives and individual schools, and (2) a teacher coordinator to communicate with and provide support for teachers to complete research activities.
- C. Follow regulations of the District to obtain teacher consent and student assent, and distribute parent opt-out form for students to participate in the study (with some assistance from school staff)
- D. Collect all Data directly from District teachers and students during the Study. Use the Data collected for research purposes only. Retain all Data in a place physically secure from access by unauthorized persons. Any computer on which the Data reside will be password protected at all times.
- E. Keep the District informed of all major Study activities, including providing teachers with advanced notice of all student assessments, classroom observations, and teacher interviews.
- F. Provide each participating teacher with a stipend totaling up to \$500 upon completion of all required Study activities. Stipends shall be paid no later than 30 days following the end date of the Study.
- G. Provide a study report on what we learn about district-level student achievement outcomes and best teaching practices for implementing the NGSS

In addition to the items listed in 5.A through 5.G above, for each participating teacher selected for the Treatment Group, in the 2019-20 school year WestEd shall:

- H. Purchase the Amplify Science Middle School curriculum for use by participating seventh grade students and science teachers during the Study.
- I. Provide stipends to 7th grade science teachers and/or cover substitute costs for teachers to attend ASMS professional learning

In addition to the items listed in 5.A through 5.G above, for each participating teacher selected for the Control Group, in the 2020-21 school year WestEd shall:

- J. Purchase the Amplify Science Middle School curriculum for use by participating seventh grade students and science teachers.

6. District Responsibilities

The District shall:

- A. Designate a district liaison for this research project. The District's contact person is:
Name and Title: Rody Boonchouy, Associate Superintendent
Mailing Address: 526 B Street, Davis, CA 95616
Telephone: (530) 757-5300
Email: rboonchouy@djsd.net
- B. Collaborate with WestEd, as needed, to facilitate the coordination of the research activities, including any required permissions activities related to the Study.
- C. If selected, participate in a 1/2-hour interview with a WestEd researcher during the study.
- D. Provide students with regular access to Internet-enabled computers in order to complete study activities
- E. Provide prior 6th grade CAASPP scores for math and language arts for all participating 7th grade students; provide follow-up 8th grade student CAST achievement data for these same students
- F. Provide student demographic data (gender, race/ethnicity, Individualized Education Program (IEP) status, free-and-reduced-price lunch status, English language learner status)
- G. Approve participating schools/teachers to provide classroom rosters at the start and end of the 2019-20 school year that will allow the study team to monitor students who join a classroom after the school year started and those students who leave a classroom during the school year

The District's participating teachers shall:

- H. Agree to be in their school's randomly assigned condition – either the treatment group or control group.
- I. Teach at least one Grade 7 science class during the 2019-20 school year. The class must be a year-long (and not semester-long) class.
- J. Teach the following three science topics during the 2019-20 school year in the specified order as below.
 - 1. Earth Science
 - 2. Physical Science
 - 3. Life Science
- K. Distribute and collect informational letters and opt-out forms from parents in their science class.
- L. Complete a survey at the beginning and conclusion of the study
- M. Administer 2 assessments to students during the school year
- N. Complete weekly online instructional logs while teaching Physical Science and Life Science

In addition to the items 6.F through 6.L, above, all participating teachers selected for the Treatment Group shall:

- Participate in 4 days of professional learning, including one 2-day workshop during the summer and two additional days during the school year
- Teach a full year of the ASMS curriculum
- *(For a sample of teachers)* agree to be observed up to 4 lessons and interviewed up to 2 times (at mutually agreed upon times)

6. Use to which project results will be put.

Results from this study will be disseminated to the broader science education field to inform future materials-development and decision-making with regard to supporting teacher learning and instructional practice related to the NGSS. Additionally, findings will be shared with the district to inform their practices around science teaching and learning. Please see Section 4 above regarding confidentiality of district and school participation.

7. General Terms

- 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. Dispute Resolution. The parties will attempt to settle any dispute, claim or controversy arising out of or relating to this MOU, including the breach, enforcement, interpretation or validity thereof ("Dispute" or "Disputes") through good faith negotiations. Such negotiations shall take place face to face, between representatives authorized to settle the Dispute, within 30 days from the date one party provides the other party with written notice of a Dispute and the legal and factual basis for such Dispute ("Negotiations"). The parties agree to final settlement by arbitration of any Dispute that cannot be resolved through good faith Negotiations. No party shall submit an arbitration demand or complaint until the parties have engaged in Negotiations and those Negotiations have ended in an impasse. The arbitration of Disputes shall be administered by JAMS in San Francisco, California, pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Notwithstanding the foregoing, no Dispute concerning a party's or a third party's rights in or to intellectual property protected in accordance with Federal law (an "IP Dispute") shall be subject to arbitration and any such IP Dispute may be filed only in a federal court of competent jurisdiction, subject to the obligation to participate in Negotiations, as set forth herein.
- E. 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. This Agreement may be executed in two or more counterparts, each of which together shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.
- F. Entire Agreement. This MOU is the entire agreement between the parties. All prior agreements or understandings, oral or written, between the parties relating to the subject of this MOU are superseded by this MOU. This Agreement may only be modified or amended by a writing signed

by both parties. Both parties explicitly acknowledge and agree that any subsequent oral agreements, oral understandings, and oral proposals are null and void.

In witness whereof, this Memorandum of Understanding has been executed by the parties hereto.

WestEd

Davis Joint Unified School District

Signature: _____

Signature: _____

Printed Name: Michael J. Neuenfeldt

Printed Name: Bruce Colby

Title: Director of Finance & Contracts

Title: Chief Business and Operations

Date: _____

Date: _____