

MEMORANDUM OF UNDERSTANDING

BETWEEN

xxx SCHOOL DISTRICT

AND

BERKELEY POLICY ASSOCIATES

FOR

**EVALUATION OF THE QUALITY TEACHING FOR ENGLISH LEARNERS
(QTEL) PROGRAM**

Prepared by
Berkeley Policy Associates
440 Grand Avenue, Suite 500
Oakland, CA 94610-5085

I. PURPOSE

This Memorandum of Understanding (MOU) outlines the agreement between the xxx School District (hereinafter "the district") and Berkeley Policy Associates (hereinafter "BPA"), for the "Evaluation of the Quality Teaching for English Learners (QTEL) program" (hereinafter "the study").

This evaluation study is funded by the U.S. Department of Education through the Regional Educational Laboratory (REL West) at WestEd. The purpose of the study is to improve our understanding of how the QTEL program helps teachers and their students. At least fifty schools and over 600 teachers in San Diego County will participate in the study. Half of these schools will receive the QTEL training in the 2007, 2008 and 2009 school years. The other half will have priority to receive the training in 2010. Assignment of the schools to these two groups will be random, as in a lottery. Researchers will be visiting all of the schools in both groups to observe classroom activities.

This MOU sets forth the parameters for allowing BPA, as part of the study, to obtain from the district student test score and other administrative data for participants in the study, and for the safeguarding of the identities of such participants. This is a non-financial agreement.

II. TERM OF MOU

- 1.0 This MOU is effective on day of execution by the Director of Assessment and Student Records. The MOU expires December 31, 2010.
- 2.0 Any of the parties to this MOU may terminate this MOU without cause provided that written notice is given at least 30 days in advance. However, the MOU may be immediately terminated if funding for the study becomes unavailable.
- 3.0 This MOU may be amended by the mutual written consent of all parties.

III. CONFIDENTIALITY

- 1.0 BPA, their employees, agents, and subcontractors, shall maintain the confidentiality of all records obtained from the district under this MOU in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

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- 2.0 BPA shall inform all of its employees, agents, and subcontractors that are in any way involved with this project about the confidentiality provisions of this MOU.
 - 3.0 BPA shall comply with all of the requirements specified in this agreement, or as later amended, for obtaining consent of individuals to be contacted regarding participation in the study.
 - 4.0 BPA shall maintain the confidentiality of all participants while conducting classroom observations, surveys, focus groups, and other data collection efforts.
 - 5.0 BPA shall ensure that adequate provisions to keep the district administrative records confidential are included in contracts and agreements entered into with third parties and other agents outside the district.

IV. BPA RESPONSIBILITIES

BPA shall:

- 1.0 Designate a contact person for this research project. BPA's contact person is:

Raquel Sanchez
Senior Research Analyst

Berkeley Policy Associates
440 Grand Avenue, Suite 500
Oakland, CA 94610
Telephone: (626) 356-4610
E-mail: raquel@bpacal.com

- 2.0 Implement the study in accordance with the research design document found in Attachment A of this MOU, unless mutually agreed upon and written changes are made to meet unforeseen field conditions that might detract from the results.
- 3.0 Use district administrative data for the sole purpose of this research effort, as indicated in this MOU.
- 4.0 Not distribute the district administrative data to outside entities without written authorization from the district liaison.
- 5.0 Not contact or attempt to contact personally, orally or in writing, the study participants without the written consent of the district liaison.

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- 5.1 In order to contact teacher participants for the purpose of obtaining their consent to be surveyed via internet (or by mail, in cases where no internet contact is possible), BPA will prepare and provide for mailing a form letter to teacher participants describing the purpose of the study and stating clearly the duration, frequency, and conditions of contact, as well as examples of types of questions that may be asked, especially those concerning personally sensitive information. Moreover, the letter will state that participation is completely voluntary, and their decision whether to participate will not affect their benefits in any way. This letter must be pre-approved by the designated contact liaison of the district.
 - 5.2 The district will provide BPA with a cover letter to accompany the letter described in 5.1. The stamped envelopes will be provided by BPA with the district return address.
 - 5.3 A toll-free telephone number and project director email and mailing address will be provided to participants with the introductory letters so that participants can indicate their refusal to participate. Participants who indicate their refusal will not be contacted or visited by BPA. All other participants who received the recruitment letter may be contacted under the conditions specified in the introductory letter. The district will monitor compliance with this provision by requesting from BPA lists of recipients who refuse participation in the study and copies of written consent forms of study participants.
 - 5.4 The district will send all returned mail received from participants to Jacklyn Altuna of BPA on a weekly basis.
- 6.0 Take necessary security measures to ensure that only authorized members of the research team gain access to confidential information obtained through administrative data, classroom observations, surveys, focus groups or other collected data. The district will monitor compliance with this provision by requesting identification of BPA staff with access to data. BPA will notify the district of new staff that join the study during the MOU period.
- 7.0 Not publish, disclose, cause to be published or disclosed, or include in any of their products or reports the name, address, or any identifying information concerning the condition or circumstances of any employee, client, or participant, from whom, or about whom, information is obtained.

V. DISTRICT RESPONSIBILITIES

The district will:

- 1.0 Designate a liaison to facilitate communications between the district and BPA and for coordinating the activities necessary to carry out this MOU. The district liaison for this research project is:

Name and Title: _____

Mailing address: _____

Telephone: _____

Email: _____

- 2.0 Collaborate with BPA, as needed, to facilitate the coordination of the research activities, including the mutually agreed data collection and survey efforts.
- 3.0 Provide administrative data containing test score and other administrative information on study participants as agreed to by BPA and the district. Files will be provided as soon as all the required data are available and not later than July 31st, 2008 and annually thereafter.
- 4.0 Monitor the provisions of this MOU on no less than an annual basis. As needed, BPA will assist the district in the monitoring process.

VI. INDEMNIFICATION

- 1.0 Each of the parties to this MOU shall defend, indemnify and hold the others harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the respective party's performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the respective party, including negligent or intentional acts or omissions arising from or related in any way to contact with participants or access to confidential information regarding any public assistance applicant, recipient or employee.

VII. DISPUTES

Any disputes between the district and BPA regarding the performance of services reflected in this MOU shall be brought to the attention of the District Superintendent and it shall be resolved by the District Superintendent or his designee, and the District Superintendent or his designee's decision shall be final.

VIII. AUTHORIZATION WARRANTY

The Contractors represent and warrant that their signatories to the MOU are fully authorized to obligate the Contractors hereunder and that all corporate acts necessary to the execution of the MOU have been accomplished.

IN WITNESS HEREOF, the parties hereby execute this Memorandum of Understanding.

District

By: _____

Berkeley Policy Associates

By: _____

Johannes M. Bos
Chief Executive Officer

_____ Date