

MEMORANDUM OF AGREEMENT

By and Between
Heller Research Associates (HRA)
and
SCHOOL DISTRICT

This Memorandum of Agreement is entered as of _____, 2007 by and between the SCHOOL DISTRICT, located at _____ and HRA, located at 230 Grand Avenue, Suite 303, Oakland, California 94610-4559.

Whereas, the research project contemplated by the Memorandum of Agreement (“MOA”) is of mutual interest and benefit to HRA and SCHOOL DISTRICT

Whereas, the goal of this project is to improve science professional development for middle school teachers, and ultimately student achievement in science, by investigating a model for strengthening teacher content and pedagogical content knowledge about force and motion, classroom instructional practices, and student achievement. The project will also involve the sharing of information between the parties in a manner consistent with the Family Educational Rights and Privacy Act of 1974 (FERPA).

Now, therefore, the parties agree as follows:

TIME OF PERFORMANCE:

HRA shall conduct the activities contemplated under this MOA from April 1, 2008 through June 15, 2009.

SCOPE OF WORK:

HRA will carry out the data collection activities described in the attached Exhibit I, Scope of Work.

STIPENDS:

Teachers will receive \$1000 for their participation in this study, upon completion of the data collection requirements and the professional development course. If a teacher is chosen for and agrees to participate in the classroom study, he or she will receive an additional stipend of \$100. If a teacher is assigned to the delayed-staff-development control group and opts out of the professional development offered the summer of 2009, he or she will receive \$200 upon completion of the data collection requirements.

KEY PERSONNEL:

At all times during the term of this MOA, HRA’s performance shall be under the personal supervision and direction of Dr. Joan I. Heller from HRA. HRA may also be represented by other persons associated with the Scope of Work that assist in any phase of the research effort. If applicable these representatives include: Mayumi Shinohara, Kirsten Daehler, Jennifer Novakoski, Nicole Wong, Andrew Falk, Alissa Shethar, Carol Verboncoeur, and Rebecca Brown.



COMPLIANCE WITH FERPA:

- A. HRA will comply with the provisions of FERPA in all respects. For purposes of this MOA, HRA will use data collected and shared under this MOA for no purpose other than research authorized under §99.31 (6)(iii) of Title 34, Code of Federal Regulations. Nothing in this MOA may be construed to allow either party to maintain, use, disclose, or share student information in a manner not allowed by federal law or regulation. In particular, HRA will not disclose any data contained under this agreement in a manner that could identify any individual student or the student’s parent(s)/guardian(s), per 34 CFR §99.31 (6)(ii)(A), except as authorized by FERPA.
- B. HRA will abide by information redisclosure limitations per 34 CFR §99.33 (a)(1); §99.33 (a)(2). Data that contain personal information from students’ education records are protected by the FERPA (20 U.S.C. §1232g) and may not be re-released without consent of the parents or eligible students.
- C. HRA will destroy all data obtained under this agreement when they are no longer needed for the purpose for which they were obtained in compliance with 34 CFR §99.31(6)(ii)(B); §99.35 (b)(2), or returned to the SCHOOL DISTRICT.

DATA REQUEST AND USE:

HRA will 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. HRA agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor, or agent with access to data pursuant to this MOA.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement effective the day and year first written above.

HRA

Teresa Johnson, Director of Contracts

SCHOOL DISTRICT

Superintendent



EXHIBIT I

SCOPE OF WORK

**Impact Study: *Understanding Science* Professional Development
and the Science Achievement of English Learners**

[Provide statement of work to be completed here.]

