Memorandum of Understanding by and between

WestEd and San Leandro Unified School District's James Madison Elementary School

Science Playlist Study

1. Purpose

This Memorandum of Understanding (MOU) is between San Leandro Unified School District, located in San Leandro, CA (District) and WestEd regarding the study for the *Science Playlist Study (the "Study").* At times herein, WestEd and Partner are referred to each as a "Party" and collectively referred to as "the Parties." 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.

This study is funded by the U.S. Department of Education and led by WestEd, headquartered in San Francisco, CA. It is designed to investigate the effectiveness of a new science program, *Hero Elementary*, designed for children in 1st grade. *Hero Elementary* consists of playlists of sequenced educational activities about science. The playlists include new science-based digital games, videos, and e-books featuring an upcoming science television show. Participating students may take pre- and post-tests and surveys that assess their knowledge of science concepts and science attitudes. Teachers will participate in a one-hour interview to discuss the feasibility and value of implementing the playlists in a formal school environment and will provide feedback about the product. In order to understand the impact of this program on students, researchers will be collecting student data across the program and will perform observations at selected participating school sites.

The District's participation is dependent upon its willingness and ability to provide the time, space, and data specified below. WestEd anticipates that the District's direct costs will be minimal and will not exceed that which is necessary for intervention implementation, data extraction and electronic data transfer to WestEd.

The Parties also wish to adequately protect student, parent, teacher, and/or Partner staff data and to comply with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.

2. Authorized Release

The District is authorized to release the data without written parental consent under Section b.1.F of the Family Education Rights Privacy Act (FERPA)(34 CFR 99.31(a)(6)):

> (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. Term and Termination

A. This MOU is effective as of the date of execution and expires June 30, 2022
B. Either party may terminate this MOU upon 30 days prior written notice to the other party.
C. Either party can request/provide information through the identified contacts as given in Sections

6. and 7.

4. Confidentiality

A. WestEd agrees 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).
   a. FERPA Exception – WestEd is authorized to receive this data under the following FERPA exception:
      i. ☒ Studies Exception [34 CFR § 99.31(a)(6)] for the purposes of improving instruction

B. Personally Identifiable Information (PII) will only be used for the Study as 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 PII at all stages of the Study.

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 with the data sharing polices of WestEd's prime funder, the US Department of Education, all de-identified data will be retained by WestEd beyond the conclusion of the Study and the term of this MOU, and may be shared with other researchers in the spirit of stimulating new advances in education research. Any third party wishing to use the de-identified data will be required to complete a Data Use Agreement with confidentiality terms similar to this MOU prior to gaining access to the de-identified data.

5. Definitions

A. “Data” as used in this MOU refers to the following:

Student-level variables retrieved from the District - the variables below will be requested for individual students participating in the Study.

- Student name
- Gender (M or F)
- Race/ethnicity
- Age
- Grade
- Free/Reduced Lunch Status (Yes or No)
- English Language Learner Status
- English Language Proficiency Level

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 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. PII includes but is not limited to any of the following: name, student identification number.

C. "De-identified data" as used in this MOU shall mean data that has been stripped of all Personally Identifiable Information.

6. WestEd's Responsibilities

WestEd shall:

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

Megan Schneider
Program Associate, Learning & Technology Program
WestEd
730 Harrison St.
San Francisco, CA 94107
Email: mschneid@wested.org
Phone: 503-523-9006

B. Use the data collected for the Study for research purposes only.
C. Retain data in a place physically secure from access by unauthorized persons. Paper-based data will be stored in locked file cabinets. WestEd agrees that any computer or server on which electronic data reside will be password protected at all times. When not in immediate use, electronic data will reside in an encrypted remote server, and not on individual computers.
D. Provide a secure, encrypted transmission method for storing and transferring the data.
E. Inform parents of students about the Study and provide them with an opportunity to opt-out of having their student's data used in the study.
F. Provide all participating treatment teachers with a stipend of up to $750 for their time in collecting and providing data, as well as attending PD and completing implementation logs. Provide all participating control teachers with an honorarium of up to $350 for their time in participating in the Study activities.
G. Provide advance notice of all study activities.
H. Provide participating treatment teachers online professional development and access to *Hero Elementary* curriculum and resources free of cost during the Study. Training and access to the curriculum and resources will be provided to the participating control teachers, or other designated staff, after the study is completed if the district chooses.

7. District Responsibilities:

The District shall:

A. Designate a contact person to facilitate communications between the District and WestEd for coordinating the data transfer activities necessary to carry out this MOU. The District contact person is:

Name:	Paulette Smith
Title:	Principal James Madison Elementary
Email:	psmith@slusd.us
Phone:	510-282-0150

B. Allow participating 1st grade treatment teachers to implement the *Hero Elementary* platform in their classroom, using a class-wide implementation.
C. Allow teachers, and other designated staff, to participate in the Study and in the training sessions.
D. Allow WestEd researchers to observe at selected school sites remotely for the Study.
E. Collaborate with WestEd, as needed, to facilitate the coordination of the data transfer.
F. Agree to participate in data sharing for the entire Study.
G. Provide demographic and other information for data gathering for all participating students.

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. Dispute Resolution. The parties will attempt to settle any dispute, internally through good faith negotiations. The parties may agree to submit a dispute to non-binding mediation.
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.
F. 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 hereof, the parties hereby execute this Memorandum of Understanding.

San Leandro Unified School District

X_____ _____

Authorized Signatory for San Leandro Unified School District Date

Print Name: _____

Title: _____

Email: _____

WestEd

X_____ _____

Authorized Signatory for WestEd Date

Virgilio F. Tinio, Jr.

Director of Grants and Contracts

Please return this form via e-mail to mschnei@wested.org