

**CONTRACT NAME: MEMORANDUM OF UNDERSTANDING BETWEEN WESTED
AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This MOU outlines the agreement by and between WestEd and DJUSD to conduct the Future Engineers Study, funded by the US Department of Education. The study will take place over nine months from September 2018 to May 2019.

MEMORANDUM OF UNDERSTANDING
DAVIS JOINT UNIFIED SCHOOL DISTRICT and WestEd
for the Future Engineers Study

This Memorandum of Understanding (“MOU”) outlines the agreement by and between WestEd and Davis Joint Unified School District (the “Program”) to conduct the Future Engineers Study (the “Study”) funded by the U.S. Department of Education and is entered into on October 15, 2018.

1. Purpose

Future Engineers is developing an online education platform that hosts national engineering design and innovation challenges for K-12 students. All challenges are offered free for student and classroom participation and are aligned with STEAM and Maker education. The purpose of the study is to explore how teachers’ and students’ participation in Future Engineers design challenges helps support middle school students’ understanding of science and engineering practices. The Study will take place over the course of nine months, from September 2018 – May 2019. Teacher and student participation is voluntary.

Participating teachers will be **randomly assigned** to either the *treatment group* (which will use the Future Engineers website in the Fall 2018 semester) or the *control group* (which have the option of using the Future Engineers website after the completion of the study).

This MOU sets forth the agreement between the Program and WestEd regarding the Program’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 teachers or students, including but not limited to student demographic data, including age, race, gender, and preferred home language, student survey data, student assessment data, and teacher interview 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 expires on December 31, 2019.
- C. Either party may terminate this MOU prior to December 31, 2019, without cause, provided that written notice is given at least 45 days in advance of termination.

4. Confidentiality

- A. 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 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. 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 date 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 7.A. of this MOU.

5. WestEd Responsibilities

WestEd shall:

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

Michelle Tiu	WestEd
Senior Research Associate	300 Unicorn Park Drive
	5 th Floor
	Woburn, MA 01801
	Telephone: (781) 481-1129
	Email: mtiu@wested.org
- B. Collect all Data directly from Program 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.
- C. Keep the Program informed of all major Study activities, including providing teachers with advances notice of all student assessments, classroom observations, and teacher interviews.
- D. Provide Program with an informational letter and consent form for the Study, which Program will in turn distribute to students and parents of participating students.
- E. For each selected participating teacher, conduct one observation in the teacher's classroom during the Study. (Not all teachers will be selected for an observation.)
- F. For each selected participating teacher, conduct a 60-minute interview with the teacher at the end of the Study. (Not all teachers will be selected for an interview.)

In addition to the items listed in 5.A through 5.F above, for each participating teacher selected for the Treatment Group, WestEd shall:

- G. Provide access to the Future Engineers website for use by participating students and teachers during the Study.
- H. Provide each participating teacher with a stipend totaling \$800 upon completion of all required Study activities. Stipends shall be paid no later than 30 days following the end date of the Study.

In addition to the items listed in 5.A through 5.F above, for each participating teacher selected for the Control Group, WestEd shall:

- I. Provide participating teachers with access to the Future Engineers website at the end of the Study.
- J. Provide each participating teacher with a stipend totaling \$500 upon completion of all required Study activities. Stipends shall be paid no later than 30 days following the end date of the Study.

6. Program Responsibilities

The Program shall:

- A. Designate a contact person for this research project. The Program's contact person is:
Name and Title: Ingrid Salim
Mailing Address: Holmes Junior High School, 1220 Drexel Drive, Davis, CA
Email: isalim@djUSD.net
- B. Collaborate with WestEd, as needed, to facilitate the coordination of the research activities, including any required permissions activities related to the Study.

The Program's participating teachers shall:

- C. Agree to be randomly assigned into either the treatment group or control group.
- D. Teach one middle school (Grades 6-8) science or engineering class during the 2018-19 school year. The class must be a year-long (and not semester-long) class.
- E. Teach the following two science and engineering topics during the 2018-19 school year:
 - a. Weather, for at least 6 weeks during the fall semester
 - b. Light waves, for at least 2 weeks during the spring semester
- F. Distribute and collect informational letters and opt out forms from parents and students in their science or engineering class.
- G. Complete a 10-minute teacher background survey.
- H. Facilitate the administration of student pre- and post-assessments and pre- and post-surveys during the Study.
- I. Complete weekly online teacher logs during the weeks their classes are participating in design challenges during the Study (for treatment teachers) or learning content covered in the design challenges (for control teachers).

- J. Provide students with regular access to Internet-enabled computers in order to complete study activities. Provide students with access to a camera to take photos and videos of their designs twice during the Study.
- K. Facilitate student access to found/recycled household materials such as: fasteners, adhesives, scissors, pennies, flashlights, string, water, etc.

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

- L. Participate in a 90-minute online orientation at the beginning of the Study to introduce them to the Future Engineers online platform and to review the study requirements.
- M. Incorporate three Future Engineers design challenges into their instruction over the course of the study from September 2018 – May 2019. The challenges will be comprised of two pre-identified topics (weather, light waves) and one topic of the teacher’s choice.
- N. Complete a pre- and post-implementation teacher survey.
- O. If selected, allow one WestEd researcher to conduct a classroom observation during the Study.
- P. If selected, participate in a 1-hour interview with a WestEd researcher at the end of the Study.

In addition to the items 6.C through 6.K, above, all participating teachers selected for the Control Group shall:

- Q. Participate in a 45-minute online orientation at the beginning of the Study to review the study requirements.
- R. Agree to *not* use the Future Engineers design challenges or any aspect of the Future Engineers website during the Study, and agree to conduct classroom activities “as usual” during the Study period. *(Teachers assigned to the control group will receive access to use Future Engineers design challenges in their classrooms after the study has been completed.)*

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 E. Colby

Title: Director of Finance & Contracts

Title Chief Business Officer

Date: _____

Date: _____