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Board Cover Memorandum

To Board of Education

From Sondra Aguilera, Acting Superintendent
Wesley Jacques, Executive Director, Academics and Instruction Dept.

Meeting Date September 14, 2022

Subject Letter of Agreement – WestEd – NASA-Funded Mission Earth Program – Academics and Instruction Department

Ask of the Board Approval by the Board of Education of a Letter of Agreement by and between the District and WestEd, San Francisco, CA, for the latter to implement the GLOBAL Mission Earth – West (GME-West) fusing Global Learning and Observations to Benefit the Environment (GLOBE) with NASA Assets to Build Systemic Innovation in STEM Education programming in OUSD high schools, for the period of July 1, 2021 through June 30, 2026, at no cost to the District.

Background Global Mission Earth supports Science, technology, engineering, and mathematics (STEM) education in elementary school through middle school, high school, and college by integrating Global/NASA materials into K-12 science instruction. The overarching aim of GME is to produce national systemic change in STEM education through the creation of a recommended curriculum progression for diverse school districts across the United States. GME incorporates design principles that make it appropriate for all student populations, especially those currently underrepresented in STEM careers.

Discussion WestEd has received funding through a contract funded by the National Aeronautics and Space Administration (NASA) to improve learning and career development in STEM fields through implementation of the GLOBE program. This is part of a national project called GLOBE Mission EARTH: Fusing GLOBE with NASA .Assets to Build Systemic Innovation in STEM Education

Fiscal Impact WestEd will provide stipend funding, professional development and a variety of other resources to support the implementation of the program.

Attachment(s)

- Letter of Agreement

**LETTER OF AGREEMENT Between
Oakland Unified School District and WestEd**

**Regarding
Participation of Teachers and Students in the NASA-Funded
MISSION EARTH Program
July 1, 2021-June 30, 2026**

I. PURPOSE

This Letter of Agreement (this “LOA”), entered into on July 1, 2021, outlines the agreement between WestEd and Oakland Unified School District (hereinafter “District”) to implement the GLOBE Mission Earth – West (GME-West) Fusing GLOBE with NASA Assets to Build Systemic Innovation in STEM Education program (hereinafter the “Project”) in participating high schools. In order to support the District’s participation, WestEd will provide stipend funding, professional development and a variety of other resources to support implementation.

A. Terms Used in this LOA – Teacher Types (details provided later in this LOA)

- **Core GME-West Teachers:** These teachers will work with GME-West to incorporate GLOBE and/or NASA resources in their courses and programs and participate in evaluation.
- **Affiliate GME-West Teachers:** Affiliate teachers are new to GLOBE, work with GME-West to incorporate GLOBE and/or NASA resources in their courses and programs, but do not participate in full evaluation.
- **Alumni GLOBE Teacher – Alumni Teachers** have received GLOBE training in the past, want to participate in GME-West, but do not participate in full evaluation.
- **GME-West Teacher Leader – Teachers leaders** are current or former Core Teachers who want to take on a leadership role in GME-West.

II. OVERVIEW OF THE GLOBE MISSION EARTH PROJECT

WestEd has received funding through a contract funded by the National Aeronautics and Space Administration (NASA) to improve learning and career development in science, technology, engineering and math (STEM) fields through implementation of the Global Learning and Observations to Benefit the Environment (GLOBE) program. This is part of a national project called GLOBE Mission EARTH: Fusing GLOBE with NASA Assets to Build Systemic Innovation in STEM Education (“GME”).

A. National Program Overview

GME supports STEM education in elementary school through middle school, high school, and college by integrating GLOBE/NASA materials into K-12 science instruction. The overarching aim of GME is to produce national systemic change in STEM education through the creation of a recommended curriculum progression for diverse school districts across the United States. GME incorporates design principles that make it appropriate for all student populations, especially those currently underrepresented in STEM careers.

The goals of GME are to help learners build critical skills over time and to build community among teachers and thereby promote deeper learning and innovation. Through field-based science using high quality research protocols, students have the opportunity to collect environmental data, interact with scientists, carry out local projects, and connect with students in countries throughout the world. This form of “real world” learning strengthens students’ facility with science practices while providing opportunities for civic engagement and for the development of critical 21st century skills in preparation for future careers in STEM fields and beyond.

The implementation team consists of partners committed to working with urban and rural school districts in the northeast, midwest, southwest, and northwest, as listed under “Partnering Organizations” below.

Specifically, GME will:

1. Continue to develop **tools and materials to support teachers** in embedding NASA resources and GLOBE protocols and activities into their curriculum.
2. Extend engagement opportunities with **NASA Subject Matter Experts** who represent communities traditionally underrepresented in the sciences and STEM more broadly and who can support teachers and work directly with students.
3. Extend support for **student research and presentation** experiences through student research symposia.
4. Provide **professional development**.
5. Expand **partnerships** with, and build capacity within, schools, district and state agencies, and informal learning organizations,

B. Local GME Team Activities (GLOBE Mission EARTH-West, GME-West)

The GME program in California and New Mexico — called GME-WEST — will be implemented through a collaboration between WestEd and its partners University of California, Berkeley, Department of Chemistry and, in New Mexico, with the collaboration of the New Mexico GLOBE Coordinator.

GME-West will work with grades K-12 but focus primarily on the middle and high school grades. In California, teachers and students will be from a variety of school and program types, including “green” career academies, small Big Picture Learning Network schools, charter schools, and traditional classrooms. In New Mexico, teachers and students will be from science, career

technical education, and/or other classrooms in three-to-five middle and high schools, some of which have career themes.

WestEd, its subcontractor the University of California, Berkeley, Department of Chemistry, the NM GLOBE Coordinator will provide support to teachers, who in turn will engage their students in data collection, data analysis, and environmental research and projects. Teachers will be supported through professional development, GLOBE trainings, webinars, and ongoing interactions. Other components may include career exploration opportunities and classroom speakers. Implementation will begin with teacher training in 2021.

Students who participate in the GME-West project will participate in the following activities, depending on level of engagement:

- Collecting environmental data using GLOBE protocols and learning activities
- Accessing NASA resources.
- Interpreting data and creating visualizations of the data
- Doing student-driven research projects that support development of science and engineering practices and other “21st century skills,” in some cases, including engagement with the community
- Understanding STEM education and careers directly from scientists and other professionals
- Collaborating with schools in other parts of the country or in other countries, as possible

The end-of-year student research projects may be presented in project-sponsored or GLOBE-sponsored student research symposia.

C. Implementation Partners

The Partnering Organizations for GME-West in California are WestEd and University of California, Berkeley, Department of Chemistry. Additional partners in New Mexico include the New Mexico GLOBE Coordinator.

The Partnering Organizations for the Project will collaborate with additional partners of the GME program including:

- University of Toledo
- Boston University
- Tennessee State University
- NASA Langley Research Center
- GLOBE Implementation Office

III. TERM AND TERMINATION

- A. This Letter of Agreement (“Agreement”) is effective as of July 1, 2021 and expires on June 30, 2026.
- B. Either Party may terminate or amend this LOA at any time without cause, provided that written notice is given to the other Party at least 30 days in advance.
- C. The termination or expiration of this LOA shall not affect the rights or obligations regarding confidentiality or the retention, storage, or destruction of Data, as set forth in Sections VI and VII herein. Such rights and obligations shall survive the term of this LOA.

IV. RESPONSIBILITIES

The parties agree to participate in the Project as follows:

A. WestEd Responsibilities

WestEd will make every effort to accommodate teacher schedules, minimize burdens on existing programs at the school, and solicit input from teachers in the implementation of various program components so that each participating GME-West school district, through its participating schools and teachers, will fully participate in the program.

WestEd, and, in New Mexico, the GLOBE Coordinator, will provide schools with the following:

CORE GLOBE Teacher:

- Orientation and professional development on the GME Program, GLOBE protocols, activities, visualization tools, data entry and website resources.
- Access to GLOBE and/or NASA scientists currently doing research in the GME fields of study.
- Access to resources, trainings, and professional development offered by NASA.
- Support and resources to integrate the GLOBE protocols and activities into existing science curricula and other academy curricula, as appropriate.
- Ongoing support in integrating GME into their curricula, through professional development events, conference calls, a project web site, peer-to-peer learning opportunities, and direct access to program staff and peers.
- Support from program staff and partners on the implementation of local environmental projects generated as a result of GLOBE data collection and GME activities.
- Link to other schools and students in the international GLOBE and GME communities
- Access to tools that will measure students’ science knowledge, interest in science careers, and other skills.

AFFILIATE GLOBE Teacher:

- Orientation and training on GLOBE and NASA activities and resources.

- Light support in the classroom.
- A GLOBE “starter kit.”

ALUMNI Teacher:

- Limited support to encourage engagement and ongoing participation.
- Invitations to existing professional development.

STIPENDS

- Teacher stipends will be provided by WestEd for eligible teachers for participation in GLOBE activities outside of the school day and integration of GLOBE into their curriculum as a task requiring time beyond their school day commitments. Teachers will communicate directly with WestEd about stipends.
- School Stipends: of \$500 each year will be provided by WestEd for eligible schools for the purpose of implementing the GLOBE program.
- OUSD will have no involvement with and is not responsible, in any way, for anything regarding such stipends.

When inviting schools into the project, WestEd will inform the ~~District~~ the Principal of those schools that they have been invited and about the purposes and opportunities offered by the program. WestEd will meet timely with any principal or other District representative upon request. Should a principal or other District representative object to any aspect of the program, WestEd will collaborate with the principal to address the concerns.

B. School District Responsibilities:

District acknowledges that its participating teachers will engage in the following activities offered by GME-West:

CORE GLOBE Teacher:

- GME Program trainings.
- GLOBE protocol trainings.
- Individual school and/or classroom support.
- Periodic convenings and conference calls (schedule to be determined with teacher input).

AFFILIATE GLOBE Teacher:

- Orientation and training, if needed.
- Light classroom support.

ALUMNI Teacher:

- GLOBE PD (may participate).
- Implementation of at least one GLOBE/NASA activity.

TEACHER LEADER (not every district will have a teacher leader):

- Assistance in GLOBE PD.
- Mentoring GLOBE teachers.

The District acknowledges that its participating teachers will engage in the following activities offered by GME-West:

- Participate in timely check-ins via phone or webinar with GME project staff to ensure communication and coordination of GLOBE and NASA resources.
- As feasible, consistently implement at least one GME-related GLOBE protocol, including uploading of data into the GLOBE database; provide feedback on the process and outcome.
- As feasible, facilitate the implementation of at least one student project per year that enables students to use and analyze GLOBE data.
- Contribute to curriculum integration activities, time permitting.
- Work with project staff to enable engagement with a scientist in the classroom.
- Work with project staff to link students with a GLOBE classroom in another country or in the United States, as time allows (timing TBD; most likely beginning with 11th graders).
- Facilitate linkage to academy or school advisory boards, as appropriate, to share information about the project and enlist their support in obtaining equipment or other resources.

C. Soliciting Input from Teachers and Determining the Results of the Project for Teacher and Student Learning and Project Improvement

This component of the GME-West project will examine implementation and outcomes. Most data will be collected through simple online surveys (type and length of survey varies with teacher type), with summaries of the data provided to the external evaluator contracted by the University of Toledo. Other data, such as publicly available school demographics, and summaries of interviews, will also be shared with the evaluator.

The District, through its GME-West Teachers and staff, will be asked to participate in the following activities:

a. Activities Related to Teacher Input and Outcomes

CORE GLOBE Teacher:

- Participate in a capacity discussion each year that will enable program staff to tailor services to teachers' interests, strengths, and needs.
- Complete brief surveys providing feedback on trainings and materials (Professional Development Survey and "three questions" each day of professional development).
- Complete an online survey on background, interests and needs, at the beginning of each school year (Needs Assessment Survey).

- Complete survey questions on comfort with GLOBE, program implementation, and perceived student outcomes, at the end of each school year (Post-Implementation Survey).
- Allow for a single classroom observation in the spring of each year to help inform evaluators and program staff about teacher comfort and facility with the GLOBE protocols and activities and any needs for further professional development or training.
- Observations will be conducted by project staff and/or GLOBE-trained consultants.
- Participate in a one-hour telephone or face-to-face interview, each school year.
- Complete a Teacher Consent form allowing WestEd and the GME evaluator to examine and summarize the above-listed data as required by NASA.

AFFILIATE GLOBE Teacher:

- Complete an online post PD/training survey.
- Complete a short online post-implementation survey.

ALUMNI Teacher:

- Complete a short online post-implementation survey.

b. *Activities Related to Student Outcomes*

CORE CORE GLOBE Teacher:

- Facilitate the distribution and collection of Student Assent and Parent Opt-Out forms, and Student Consent forms (for those aged 18 during the school year) to be provided by WestEd to ensure that all students and parents agree to the completion of the assessments and allowing WestEd to examine and summarize data as required by NASA; track the completion of the forms and ensure that students who have not completed assent forms or consent forms and Parent Opt-Out forms do not complete the assessments or surveys.
- Facilitate students' completion of a brief online "Student Alignment Form", including the name of their school, student ID number, grade level in school, class subject, teacher name, and period to allow for analysis of data by grade, subject, and class, if needed.
- Facilitate student completion of online surveys on science attitudes at the beginning and end of the school year (Test of Science Related Attitudes – TOSRA2).
- Facilitate student completion of online data literacy and spatial reasoning assessments, at the beginning and end of the school year (Pre- and Post- Assessments).
- Participate in scoring of any student project presentations, using a rubric to be provided by program staff (with agreement of the teachers), and any training needed to ensure reliability in scoring. (Project Assessment Rubric – High School Version).

V. DEFINITIONS REGARDING SHARED DATA

- A. "Data," as used in this LOA, shall mean and refer to student assessment data, student survey data, teacher surveys, teacher interview data and classroom observation data.
- B. "Personally Identifiable Information" or "PII," as used in this LOA, 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, who does not have personal knowledge of the relevant circumstances, to identify an individual with reasonable certainty.
- C. "De-identified Data," as used in this LOA, shall mean Data from which all Personally Identifiable Information has been removed or obscured so that a reasonable person, who does not have personal knowledge of the relevant circumstances, would not be able to identify any individual with reasonable certainty.
- D. "Non-Financial" as used in this LOA, shall mean agreements that are typically nonmonetary by nature, but occasionally involve the provision or exchange of something of value (e.g. Stipends). These types of arrangements set out expectations, terms, and requirements that protect the interests of the investigators and the participating organizations.
- E. "Educational Records," as used in this LOA are official records, files and data directly related to a student and maintained by the education agency or institution, or by party acting for the agency or institution (e.g. including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.)
- F. "Data Security Plan" as used in this LOA shall mean and refer to Appendix B. Individuals working on the project with access to the Data shall have signed confidentiality agreements regarding said Data.

VI. 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. X Studies Exception [34 CFR § 99.31(a)(6)] for the purposes of improving instruction
- B. WestEd may have access to student ID numbers, however WestEd will not be provided with a key or other information used to link student ID numbers with the corresponding student names. For teacher surveys, the teachers will be assigned an

- identification number which will be used only for the purposes of this study, the key to which will be stored in separate secure location, accessible only by the researchers.
- C. WestEd will take reasonable steps to maintain the confidentiality and security of PII, if any, at all stages of the Project. PII will only be used for the purposes of the Project.
 - D. If PII is received, it will only be used for the purposes of the Project. If received, PII will be destroyed at the earlier of: (1) when the PII is no longer needed for purposes of the Project, (2) June 30, 2026, or (3) within 60 days of the termination of this LOA and delivery to WestEd of District's written demand for destruction of the PII.
 - E. De-identified Data may be retained by WestEd after the completion of the Project, and may be further used, shared, released or disclosed by WestEd without consent, to the extent permitted under FERPA.
 - F. If WestEd publishes any reports or other publications created with the use of Data, WestEd will not include information that could lead to the identification of any individual whose information is included in the Data.

VII. DATA HANDLING, AND STORAGE

- A. All computers used to upload, analyze, or store Data containing PII will be encrypted and password protected. WestEd will store Data in a password protected and encrypted cloud-based content management system. WestEd will store the Data in accordance with a Data Security Plan, as provided under Appendix A, available upon reasonable request.
- B. WestEd will only transfer PII using secure, encrypted transmission methods.
- C. Insert any specifics regarding sharing with third parties, consultants and/or Providers etc.
- D. WestEd will insert other requirements, if any, including de-identification, aggregation, prohibition of storing local copies of the Data, portable or cloud-based storage, mobile devices, etc.
- E. Reports containing aggregate-level data and results may also be presented to the members of professional associations and may be published in professional association publications.
- F. Educational Records shared by Partner, Oakland Unified School District, are and shall continue to be Partner's property.

VIII. DATA SHARING

- A. Third-party sharing. WestEd will take steps to maintain the confidentiality and security of the Data at all times. The Data will be stored securely at WestEd.
- B. WestEd will ensure that all persons and entities, including employees, contractors, and consultants who will have access to student-level data or PII to first enter into an agreement with WestEd that includes security and confidentiality terms no less stringent than those included in this LOA.

IX. General Provisions:

- A. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of California, without regard to conflict of law principles.
- B. Amendments. This LOA 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.
- C. Assignment. Neither Party shall voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this LOA without the other Party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- D. Severability. The provisions of this LOA are severable and the unenforceability of any provision of this LOA shall not affect the enforceability of any other provisions hereof.
- E. Indemnification. Each Party shall indemnify, defend, and hold harmless the other Party from and against any liability, loss, damage, expense, costs (including without limitation reasonable attorneys' fees) arising from any third-party claim, demand, assessment, action, suit or proceeding related to its use of the Data under this LOA and/or any Appendix, unless such loss or damage was caused by the sole negligence or willful misconduct of the party seeking indemnification.
- F. Limitation of liability. Except as stated in Section E, each Party shall bear all costs, risks, and liabilities incurred by it arising out of its obligations and efforts under this LOA. Neither Party shall have any right to any reimbursement, payment or compensation of any kind from the other Party, unless expressly agreed to in writing by both Parties.
- G. Representations and Warranties. Data is provided on an "as is" basis without any warranty, representation or undertaking whatsoever, express or implied, including, without limitation, any warranty of merchantability, fitness for a particular purpose, title, or freedom from infringement.
- H. Relationship between the Parties. Nothing in this Agreement shall be construed to grant either Party the right to make commitments of any kind for or on behalf of the other Party, without the prior written consent of the other Party. Nothing in this Agreement shall be deemed to constitute, create, give effect to, or otherwise recognize an employment relationship between the parties or a joint venture, partnership, or formal entity of any kind.
- I. Dispute resolution. The Parties shall exercise commercially reasonable efforts to settle any claim, controversy, or dispute (collectively "Disputes") arising out of or relating to this Agreement. The Parties shall discuss any such Dispute no later than 30 days after either Party gives written notice to the other Party of a Dispute, including the legal and factual basis for such Dispute. No suit, arbitration or other proceeding may be commenced before the Parties have met pursuant to this provision, except as described herein.

In the event that a Dispute cannot be resolved through good faith negotiations, the Parties agree that such Dispute shall be finally settled through binding arbitration. The arbitration shall be administered by JAMS, in San Francisco, California, pursuant to its Comprehensive Arbitration Rules and Procedures. The decision of the arbitrator shall be final and conclusive upon the Parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction.

Notwithstanding the foregoing, either Party may seek injunctive or provisional relief to protect confidential information at any time.

- J. Notices. All notices permitted or required under this LOA shall be in writing and shall be delivered by electronic mail, or by certified or registered mail, return receipt requested, to each Party's respective contact listed above, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. All notices related to the Data or Educational Records shall be delivered to Director of Privacy and Data Security: infosecurity@wested.org. Notices of intent to terminate this LOA shall be provided to the applicable contact above, and, if to WestEd, also be delivered to: Lauren Wrotniak
WestEd


730 Harrison Street San Francisco, CA 94107 contracts@wested.org

- K. Negotiation and execution. This LOA has been negotiated by both Parties and shall not be strictly construed against either Party. This LOA may be executed in one or more original, electronic, or faxed counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Each of the persons signing this LOA represents that he or she has the authority to sign on behalf of and bind their respective party.

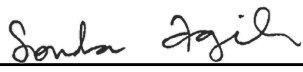
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IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

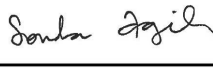
WestEd

Name: Lauren Wrotniak Signature: 
Position: Interim Director, Grants & Contract Management Date: May 31, 2022

OUSD

Name: Sondra Aguilera Signature: 
Position: Chief Academic Officer Date: 7/15/22

- Board President
 - Superintendent
 - Chief/Deputy Chief/Executive Director
- Sondra Aguilera

Name: ~~Kyla Johnson-Trammell~~ Signature: 
Acting Secretary
Position: Secretary, Board of Education Date: 9-15-2022

Approved as to form on April 16, 2022

