



TO: Board of Directors

FROM: Ryan Ovenell, Deputy Superintendent

SUBJECT: Taylor AI Classroom Feasibility Study MOU

DATE: September 20, 2022

TYPE: Action Required

PocketLab's TaylorAI is a formative assessment feature in PocketLab Notebook, an online science notebook, that checks for student understanding of content and science practices as students complete each online science lab activity. This MOU would allow for the use of TaylorAI and to conduct a classroom study that will be to identify whether the TaylorAI system is feasible for classroom use, how it supports student engagement and conceptualization of force physics units, and what feedback teachers and students have for future development of the product.

**Recommendation:**

**We recommend that the Board of Directors approve the Memorandum of Understanding by and between WestEd and Stanwood-Camano School District.**

**Memorandum of Understanding**  
**by and between**  
**WestEd and Stanwood-Camano School District**

This Memorandum of Understanding (“MOU”) is effective as of August 1, 2022, and sets forth the agreement between WestEd and **Stanwood-Camano School District** (“District”) regarding the PocketLab TaylorAI Classroom Feasibility Study (“Study”). At times herein, WestEd and District are collectively referred to as “the Parties.”

This MOU is a non-financial agreement.

**1. Purpose**

The PocketLab TaylorAI Classroom Feasibility Study is funded by the U.S. Department of Education, Institute of Education Sciences through a Small Business Innovation Research (SBIR) Phase I grant awarded to Myriad Sensors, Inc., a California corporation, maker of PocketLab. Myriad Sensors, Inc. contracted with WestEd to conduct the study. PocketLab's TaylorAI is a formative assessment feature in PocketLab Notebook, an online science notebook, that checks for student understanding of content and science practices as students complete each online science lab activity. The purpose of the classroom study will be to identify whether the TaylorAI system is feasible for classroom use, how it supports student engagement and conceptualization of force physics units, and what feedback teachers and students have for future development of the product. The study will take place August - December 2022.

The research questions are:

1. Does PocketLab TaylorAI increase students’ science engagement and motivation?
2. Does PocketLab TaylorAI increase students’ learning of science content and practices?
3. Does PocketLab TaylorAI increase teachers’ confidence in conducting formative assessment?
4. Are the key components defining PocketLab TaylorAI implemented with fidelity?

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

**2. Term and Termination**

- A. This MOU is effective as of the date first set forth above and expires June 30, 2023.
- B. Either Party may terminate this MOU 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 MOU shall not affect the rights or obligations regarding confidentiality or the retention, storage, or destruction of Data, as set forth in Sections 5 and 6 herein. Such rights and obligations shall survive the term of this MOU.

**3. Study Activities**

Teacher Study participants will do the following as part of study activities:

- Distribute parent/guardian opt out forms (15 min)

- Prepare to teach four PocketLab activities (60 min)
- Participate in a 60-minute study and product orientation (60 min)
- Complete four PocketLab Notebook Activities using PocketLab Voyager sensors for four to six 50-60-minute class periods (200-360 classroom min)
- Administer (online) a student pre-assessment and survey (30 min)
- Administer (online) a student post-assessment and survey (30 min)
- Participate in a post-intervention interview with WestEd researchers (60 min)

The following categories of information will be collected by and/or shared with WestEd during the Study.

- Teacher consent, parent/guardian opt-out, and student assent
- Student rosters (students' first and last names)
- Student survey and assessment data
- Teacher interviews

#### **4. Definitions Regarding Shared Data**

- A. "Data," as used in this MOU, shall mean and refer to student names, student survey and assessment responses, and interview responses and transcripts.
- 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, 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 MOU, 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.

#### **5. 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. WestEd will limit internal access to PII to individuals working on the Study with legitimate interests in the PII and whose work reasonably requires access to the Data (i.e. on a need-to-know basis).
- C. WestEd will take reasonable steps to maintain the confidentiality and security of the Data at all stages of the Study. PII will only be used for the purposes of the Study.
- D. PII will be destroyed at the earlier of: (1) when the PII is no longer needed for analysis, (2) June 30, 2023, or (3) within 30 days of the termination of this MOU pursuant to section 2.B hereinabove, 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 Study, 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.

## 6. Data Handling, Storage, and Sharing

- 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.
- B. WestEd will only transfer PII using secure, encrypted transmission methods. WestEd will provide secure methods for Myriad Sensors, Inc., District, and teachers to use in transmitting Data and/or PII.
- C. WestEd is independent of, and not affiliated with, Myriad Sensors, Inc. and PocketLab. WestEd is studying the District's use of PocketLab and is not responsible for District's use of the application or the data maintained by the application which is governed by independent terms of use, privacy, and other agreements between the District and Myriad Sensors, Inc. (Available at <https://www.thepocketlab.com/privacy-policy>)
- D. SurveyMonkey may be contracted by WestEd for survey and assessment Data collection. WestEd uses a SurveyMonkey Enterprise account which encrypts data in-transit, encrypts data at-rest, and is HIPAA-compliant. The SurveyMonkey Security Statement can be found at <https://www.surveymonkey.com/mp/legal/security/>. Data stored at a contracted entity shall be protected in accordance with the terms of this MOU.
- E. Reports containing aggregate-level data, summary qualitative findings, and anonymized quotes may also be presented to members of professional associations, published in professional association publications, or included in future grant proposals.
- F. Educational records shared by District are and shall continue to be District's property.

## 7. WestEd's Responsibilities

- A. WestEd will use the data collected for the Study for research purposes only.
- B. WestEd will be responsible for Study-related analysis, reporting, and dissemination.

- C. WestEd will provide Study information letters and opt-out forms for teachers to distribute to guardians of students in participating classes. The opt-out forms give guardians an opportunity to opt out of the Study. Similarly, WestEd will provide teachers with student assent forms and instructions for obtaining student assent to the research.
- D. WestEd will designate a liaison to facilitate communications between WestEd and District for coordinating the activities necessary to carry out this MOU. WestEd's contact person for this Study is:

Mark Loveland  
WestEd  
mlovela@wested.org  
(650) 381-6447

**8. District's Responsibilities:**

- A. District will allow middle school science teachers of record to participate in the Study, as described under "Study Activities."
- B. District will help WestEd staff identify eligible teachers who may be interested in Study participation. Eligible teachers must teach middle school science.
- C. District will allow Myriad Sensors, Inc. to provide participating student and teacher PocketLab usage data to WestEd for research use.
- D. District will ensure students and teachers have necessary access to PocketLab aligned to the District's policies. WestEd is independent of, and not affiliated with, Myriad Sensors, Inc. and PocketLab.
- E. District shall designate a liaison to facilitate communications between District and WestEd for coordinating the activities necessary to carry out this MOU. District's contact person for this Study is:

Name Ryan Ovenell  
District Stanwood-Camano School District  
Address 26920 Pioneer Hwy.  
City, State Zip Stanwood WA 98292  
Email rovenell@stanwood.wednet.edu

**9. 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. Limitation of liability. Each Party shall bear all costs, risks, and liabilities incurred by it arising out of its obligations and efforts under this MOU. 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.
- E. 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.
- F. Dispute resolution. The Parties shall exercise their best 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.

- G. Notices. All notices permitted or required under this MOU shall be in writing and shall be delivered by personal delivery, 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. Notices of intent to terminate this MOU 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

- H. Negotiation and execution. This MOU has been negotiated by both Parties and shall not be strictly construed against either Party. This MOU may be executed in one or more original 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 MOU represents that he or she has the authority to sign on behalf of and bind their respective party.

IN WITNESS WHEREOF, the parties have, by their respective duly authorized representative, executed this MOU as of the day and year first written above.

**WestEd**

**[Stanwood-Camano School District]**

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: Lauren Wrotniak

Name: Ryan Ovenell

Title: Director Contracts and Grants

Title: Deputy Superintendent

Date: \_\_\_\_\_

Date: September 15, 2022