

MEMORANDUM OF UNDERSTANDING
between
SANTA BARBARA UNIFIED SCHOOL DISTRICT
and
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
UNIVERSITY OF CALIFORNIA, SANTA BARBARA

SCITREK'S EFFECT ON STUDENTS' UNDERSTANDING OF SCIENTIFIC PRACTICES

This Memorandum of Understanding (hereinafter "Agreement") is made effective as of September 13, 2016 by and between the **SANTA BARBARA UNIFIED SCHOOL DISTRICT** (hereinafter "SBUSD") and **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**, a California public corporation, on behalf of the Department of Chemistry at its Santa Barbara campus (hereinafter the "University").

WHEREAS, the University is a non-profit organization dedicated, in part, to engaging in high-quality research activities for the advancement of knowledge and the benefit of the public;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereby agree as follows:

1. Statement of Work

1.1 Project Abstract. SciTrek is a science education outreach program that is run out of the chemistry department at UCSB, and has partnered with various SBUSD schools since 2012-13 absent a research component. SciTrek's goals are to 1) allow students authentic science experiences which help them gain a better understanding of the scientific practices, and 2) work with teachers to increase comfort in three dimensional (as laid out in NGSS) science teaching. This study will focus on the effects that SciTrek has on 2nd-8th grade students' understanding of the scientific practices and their attitudes towards science. SBUSD teachers that choose to participate in the program receive one mini module (1 hour) and 2 full-length modules (~7 hours each) during the course of the school year. Surveys are given at the beginning of the mini module and the beginning and end of each full-length module, resulting in five embedded surveys per year.

1.2 Responsibilities of SBUSD. The SBUSD will allow the SciTrek program to reach out to elementary school teachers and science teachers at Santa Barbara Junior High School to participate in the program, and send home forms to parents whose student(s) are in classes that are participating in the SciTrek program asking for parental consent to be part of the study. Participating teachers will help run SciTrek modules in the classroom with the goal being for them to lead module with SciTrek providing the materials and volunteers to help carry out the modules. In addition, SBUSD will allow SciTrek to administer the 5 assessments to students that are participating in the SciTrek program. Assessments will be given to students during the time SciTrek is in the classroom.

1.3 Responsibilities of the Principal Investigators. The principal investigators will be responsible for obtaining parental consent to be part of the study, coordinating the logistics of and providing to teachers one mini module (1 hour) and 2 full-length modules (~7 hours each) during the

course of the school year, providing copies of all assessments for students, giving assessments in the classroom during the time SciTrek is in the classroom, and analyzing the data.

2. Reports

2.1 The Principal Investigator shall provide SBUSD with an interim technical report 60 days prior to the end date of this Agreement to the SBUSD Representative. A final technical report (herein the "Report") of program outcomes is due within ninety (90) days after the end date of this Agreement to the SBUSD Representative. All data in reporting must be presented in aggregate form, such that any individual student or the student's parent(s)/guardian(s) may not be identified.

2.2 The University and SBUSD acknowledge and agree that SBUSD may not and will not disclose to the Principal Investigator any personally identifiable information (PII) from student and/or employee records. All data in reporting must be presented in aggregate form, such that any individual student or the student's parent(s)/guardian(s) may not be identified.

3. Performance Period

3.1 The period of performance and the term of this Agreement will commence on September 13, 2016 and will conclude on September 12, 2017.

4. Cost

4.1 The parties acknowledge and agree that the University will provide the services described in this Agreement at no cost to SBUSD. The parties acknowledge and agree that SBUSD will provide the services described in this Agreement at no cost to the University.

5. Principal Investigator and Parties

5.1 The University's performance hereunder shall be under the direction of Dr. Norbert Reich and Dr. Darby Feldwinn (herein the "Principal Investigators"). In the event that the Principal Investigator becomes unable or is unwilling to continue work under this Agreement the University shall work with SBUSD to appoint a mutually agreed upon principal investigator for the duration of this Agreement.

5.2 The SBUSD Representative is Dr. Chelsea Guillermo-Wann, Director of Research and Evaluation, who is the SBUSD point person to coordinate the approval of all research and evaluation. The SBUSD Representative will monitor the research to ensure that it is being conducted as proposed and meets the obligations of this agreement.

5.3 The SBUSD Sponsor is Dr. Raul Ramirez, Assistant Superintendent of Elementary Education and the principal of each elementary school site that chooses to participate, and the principal of Santa Barbara Junior High School. The SBUSD Sponsors will be the primary point person at the research site, and will monitor the research at the site to ensure that it is being conducted as proposed and meets the obligations of this agreement.

6. Use of Reports and Data

6.1 Subject to this Article 6, and in accordance with Article 8 and Article 9 of this Agreement, the University and SBUSD shall have the right to use the Report and any information or data provided to the other party in connection with this Agreement. It is agreed, however, that under no circumstances will SBUSD state or imply in any publication or other published announcement that the University has tested, endorsed, or approved any product, service, or company.

7. Disclosure of Student Records Data and Compliance with FERPA

7.1 SBUSD and University agree that no FERPA regulated student records data nor personally identifying information will be disclosed by SBUSD to University for any purpose under this Agreement.

8. Copyright and Grant of License

8.1 Copyright in and ownership of original works of authorship first created and fixed in a tangible medium of expression by the University or by the University's officers, employees, or agents, in the performance of this Agreement, including the Report, will vest in the University.

8.2 The University hereby grants to SBUSD, subject to the terms and conditions of this Agreement and to the extent that the University has the legal right to do so, a non-exclusive, royalty-free, revocable, worldwide, paid-up license to use, reproduce, display publicly, and otherwise distribute the Report in connection with SBUSD's non-profit educational activities.

9. Confidentiality

8.1 During the term of this Agreement, SBUSD might provide the University, and the University might provide SBUSD, with certain proprietary business or technical information or other confidential materials ("Confidential Information"). Except as required by law, and provided that all such written information or materials are clearly marked "Confidential", and provided that all oral disclosures of such information or materials are reduced to a writing clearly marked "Confidential" that is provided to the respective party within thirty (30) days of such oral disclosure, the University and SBUSD will hold such information and materials in confidence and each hereby agrees to use reasonable efforts to prevent its disclosure to third parties. SBUSD acknowledges and agrees that SBUSD will provide Confidential Information only to the Principal Investigator. The obligations set forth in this Article 9 shall continue in effect for three (3) years after the expiration or the termination of this Agreement.

9.2 Information and materials disclosed by SBUSD, or by the University, will not be considered Confidential Information when such information or materials: (1) are now public knowledge or subsequently become such through no breach of this Agreement; (2) are rightfully in the University's or SBUSD's possession prior to SBUSD's or the University's disclosure as shown by written records; (3) are rightfully disclosed to the University or to SBUSD by a third party; or, (4) are independently developed by or for the University or SBUSD without reliance upon confidential information received by SBUSD or the University. The University and SBUSD hereby agree that the Report will not be considered Confidential Information.

9.3 Because the University is a public, non-profit, educational institution and does not have identified resources to sustain liability for disclosure of information, SBUSD agrees that no financial liability shall attach to the University in the event that the University breaches its obligations under this Article 9.

10. Publication

10.1 SBUSD acknowledges and agrees that the University will be permitted to use the information and the data collected by or provided to the University in connection with this Agreement for appropriate research purposes such as presentations at professional conferences and for scientific publications provided that no individual identifying information is used and provided that the conditions associated with the University of California, Santa Barbara Human Subjects Committee review are followed.

11. Governing Law

11.1 This Agreement will be governed by, and interpreted in accordance with, the laws of the State of California as applied to contracts made and performed in California, and without regard to the conflict of laws provisions thereof.

12. Human Subjects Research

12.1 Any use of human subjects in the performance of research hereunder shall comply with all applicable laws and government regulations.

12.2 University must comply with Sponsor's Board Policy 6162.8 and Administrative Regulation 6162.8.

13. Notice

13.1 Whenever any notice is to be given hereunder, it will be deemed to have been properly received when delivered in person or when mailed by registered or certified first class mail to the addresses given below:

If to the University: Heather Gardner
Department of Chemistry and Biochemistry
University of California, Santa Barbara
Santa Barbara, CA 93106-9490

With a copy to: Sponsored Projects Office
3227 Cheadle Hall
University of California, Santa Barbara
Santa Barbara, CA 93106-2050
Attn: Cora Diaz (Director, Sponsored Projects)

If to SBUSD: Mr. Cary Matsuoka
Superintendent
Santa Barbara Unified School District
720 Santa Barbara Street
Santa Barbara, CA 93101

With a copy to: Dr. Chelsea Guillermo-Wann
Director, Research and Evaluation
Santa Barbara Unified School District
720 Santa Barbara Street
Santa Barbara, CA 93101

14. Termination

14.1 Either the University or SBUSD may terminate this Agreement without cause and without liability to the non-terminating party by giving at least thirty (30) days' written notice to the other party.

15. Publicity

15.1 Neither party shall use the name, trade name, trademark, or other designation of the other party in connection with any products, promotion, or advertising, without the prior written permission of the other party.

16. Indemnification

16.1 SBUSD shall defend, indemnify, and hold the University, its officers, employees, and agents harmless from and against all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SBUSD, its officers, agents or employees.

16.2 The University shall defend, indemnify, and hold SBUSD, its officers, employees, and agents harmless from and against all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, agents or employees.

16.3 The University and SBUSD shall each provide to the other party evidence of a certificate of insurance.

17. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITIES

17.1 SBUSD ACKNOWLEDGES AND AGREES THAT THE UNIVERSITY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE REPORT OR THE UNIVERSITY'S ACTIVITIES UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SBUSD ACKNOWLEDGES AND AGREES THAT THE REPORT IS PROVIDED "AS IS".

17.2 SBUSD ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE UNIVERSITY WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT.

18. Excusable Delays

18.1 The University shall be excused from performance hereunder if a delay is caused by inclement weather, fire, flood, strike, or other labor dispute, acts of God, acts of governmental officials or agencies, or any other cause beyond the control of the University. The excusable delay will continue for the period of time affected by the delay. If a delay occurs, the parties shall revise the performance period or other provisions hereunder as appropriate.

18.2 SBUSD shall be excused from performance hereunder if a delay is caused by inclement weather, fire, flood, strike, or other labor dispute, acts of God, acts of governmental officials or agencies, or any other cause beyond the control of SBUSD. The excusable delay will continue for the period of time affected by the delay. If a delay occurs, the parties shall revise the performance period or other provisions hereunder as appropriate.

19. Assignment and Delegation

19.1 Neither party shall assign its rights, or delegate its duties, under this Agreement to another without the prior express written consent of the other party.

20. Miscellaneous Provisions

20.1 Not a Partnership or Joint Venture. It is understood and agreed by the parties that the University is performing its services under this Agreement as an independent contractor. The parties, by this Agreement, do not intend to create a partnership, principal/agent, master/servant, or joint venture relationship and nothing in this Agreement shall be construed as creating such a relationship between the parties.

20.2 Severability. If any term or provision of this Agreement shall be held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement.

20.3 Headings. The captions and headings contained in this Agreement have been inserted for reference and convenience only and in no way define, limit, or describe the text of this Agreement or the intent of any provision.

20.4 No Waiver. The waiver by either party of a breach or default of any provision of this Agreement shall not constitute a waiver of any succeeding breach, nor shall any delay or omission on the part of either party to exercise any right that it has under this Agreement operate as a waiver of such right, unless the terms of this Agreement set forth a specific time limit for the exercise thereof.

20.5 No Third Party Rights. Nothing in this Agreement is intended to make any person or entity who is not a signatory to this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

20.6 Counterparts. This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound by this Agreement until all parties named below have executed a counterpart of this Agreement.

21. Entire Agreement and Modification

21.1 This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and may be modified or amended only by a written agreement signed by an authorized signatory of each party hereto.

Approved for
**SANTA BARBARA UNIFIED
SCHOOL DISTRICT**

Approved for
**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

By: Cary Matsuoka
Superintendent

By: Cora Diaz
Director, Sponsored Projects

Date: _____

Date: _____