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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Andrea Bustamante, Executive Director – Community Schools and Student Services
Juan Du, Executive Director – Research, Assessment, and Data

Meeting Date June 26, 2024

Subject Services Agreement (No Cost) and Data Sharing Agreement for Urban Institute Evaluation

Ask of the Board Ratification by the Board of Education of a Services Agreement (No Cost) and Data Sharing Agreement by and between the District and Urban Institute, Washington, DC, to conduct an evaluation of violence prevention program funded by Measure Z, for the period of April 3, 2024 through July 30, 2025, at no cost to the District.

Background The Urban Institute was contracted by the City of Oakland to serve as the Measure Z evaluator. As part of their work with the City they are conducting a process and impact evaluation of the Department of Violence Prevention-led Measure Z interventions. They will evaluate how the school site teams are implemented, including successes, challenges, and barriers. As part of the evaluation, the Urban Institute will analyze administrative data and interview OUSD staff and students. The Urban Institute also submitted a Research Application to the Research, Assessment, and Data Department.

Discussion As a result of the evaluation the District and the Department of violence Prevention will understand annual trends in levels of violence at high schools over a multi-year period; understand educational outcomes of students who participate in school site team or other DVP services; and a through a qualitative report know perceptions related to the implementation of school site teams, their impact, challenges and successes, and recommendations for improvement.

Fiscal Impact N/A

Attachment(s)

- Services Agreement
- Data Sharing Agreement
- Research Application ID (230810)

NO COST SERVICES AGREEMENT

This Services Agreement (“AGREEMENT”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the entity or individual (“VENDOR,” together with OUSD, “PARTIES”) named in **Exhibit A**, attached hereto and incorporated herein by reference. Unless otherwise stated herein, “VENDOR INDIVIDUAL” includes (to the extent they exist): VENDOR Board members, officers, trustees, and directors; VENDOR employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under VENDOR’s direction, invitation, or control.

The PARTIES hereby agree as follows:

1. **Services.** VENDOR shall provide the services (“SERVICES”) as described in **Exhibit A**.
2. **Term.** The term (“TERM”) of this AGREEMENT is established in **Exhibit A**.
3. **Compensation.** VENDOR agrees to provide the SERVICES at no cost to OUSD. However, OUSD understands and acknowledges that VENDOR may impose certain costs on families and students but only as permitted in **Exhibit A**.
4. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to VENDOR’s provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.
5. **Termination.** Upon termination consistent with this Paragraph (Termination), VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
 - a. **For Convenience by OUSD.** OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for SERVICES satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
 - b. **For Cause.** Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall

contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

- c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the SERVICES, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to VENDOR. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.
- d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 40 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of termination.

6. Data and Information Requests.

- a. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.
- b. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the SERVICES are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

7. Confidentiality and Data Privacy.

- a. OUSD may share information with VENDOR pursuant to this AGREEMENT in order to further the purposes thereof. VENDOR and VENDOR INDIVIDUALS shall maintain the confidentiality of all information received in the course of performing the SERVICES, provided such information is (i) marked or identified as

“confidential” or “privileged,” or (ii) reasonably understood to be confidential or privileged.

- b. VENDOR understands that student data is confidential. VENDOR or VENDOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after VENDOR and OUSD execute (i) a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E, if VENDOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if VENDOR is not a software vendor. Notwithstanding Paragraph 23 (Indemnification), should VENDOR or VENDOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
- c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.

8. **Ownership of Proprietary Information & Publication of Results**

8.1 Each Party agrees that it shall not receive any right, title or interest in, or any license or right to use, the other PARTY’s data or any patent, copyright, trade secret, trademark or other intellectual property rights therein, by implication or otherwise. Each of the PARTIES hereto represents, warrants and covenants that the data which it discloses to the other PARTY pursuant to this Agreement and/or the Data Sharing Agreement have not been stolen, appropriated, obtained or converted without authorization.

8.2 As part of the SERVICES, VENDOR will use OUSD’s data shared under the Data Sharing Agreement executed between the PARTIES to evaluate the process and impact of Measure Z funded violence and prevention teams. VENDOR shall retain copyright and ownership in and to the evaluation results (excluding any OUSD data) (the “Results”) created under this Agreement and nothing in this Agreement will be deemed or interpreted to transfer ownership of any such rights to OUSD.

8.3 VENDOR hereby grants OUSD a worldwide, non-exclusive, non-transferable, irrevocable, and royalty-free license to reproduce, publish, transmit, publicly display, distribute, adapt, and otherwise use and reuse all works and/or Results product first produced, composed, or created in the performance of this Agreement.

8.4 Prior to publishing the Results or otherwise publicly making available the Results, VENDOR shall provide written notice to OUSD thereof and give OUSD twenty (20) days from receipt of such notice to provide VENDOR with the appropriate source citation for the data as determined by OUSD, if, in OUSD’s sole discretion, OUSD desires to be cited. If OUSD does not desire to be cited or does not respond to the aforementioned notice, VENDOR may publish the Results so long as any data has been aggregated, anonymized and transformed in such a manner that it is in no way identifiable.

9. **Alignment and Evaluation.**

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SERVICES are aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.
 - b. OUSD may evaluate VENDOR or VENDOR INDIVIDUALS in any reasonable manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR or VENDOR INDIVIDUALS, and (ii) announced and unannounced observance of VENDOR or VENDOR INDIVIDUALS.
10. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the SERVICES performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the SERVICES. OUSD reserves the right to direct VENDOR to redo the SERVICES, in whole or in part, if OUSD, in its sole discretion, determines that the SERVICES were not performed in accordance with this AGREEMENT.
11. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
12. **Legal Notices.** Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent: (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.
13. **Status.**
 - a. This is not an employment contract. VENDOR, in the performance of this AGREEMENT, shall be and act as an independent contractor.
 - b. If VENDOR is a natural person, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
 - (ii) VENDOR's work is outside the usual course of OUSD's business; and
 - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
 - c. If VENDOR is a business entity, VENDOR understands and agrees that it and any and all VENDOR INDIVIDUALS shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and

income taxes with respect to VENDOR INDIVIDUALS. VENDOR verifies all of the following:

- (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
- (ii) VENDOR is providing the SERVICES directly to OUSD rather than to customers of OUSD;
- (iii) the contract between OUSD and VENDOR is in writing;
- (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
- (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
- (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the SERVICES;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

14. Qualifications, Training, and Removal.

- a. VENDOR represents and warrants that VENDOR and all VENDOR INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform the SERVICES in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the SERVICES in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
- b. VENDOR represents and warrants that all VENDOR INDIVIDUALS are specially trained, experienced, competent and fully licensed to provide the SERVICES identified in this AGREEMENT in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
- c. VENDOR agrees to immediately remove or cause the removal of any VENDOR INDIVIDUAL from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

15. **Certificates/Permits/Licenses/Registration.** VENDOR shall ensure that all VENDOR INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of the SERVICES pursuant to this AGREEMENT.

16. **Insurance.**
 - a. Commercial General Liability Insurance. VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, sexual misconduct, harassment, bodily injury and property damage. Coverage for corporal punishment, sexual misconduct, and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this AGREEMENT (and within 15 days of each new policy year thereafter during the TERM). Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
 - b. Workers' Compensation Insurance. VENDOR shall procure and maintain, at all times during the TERM of this AGREEMENT, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

17. **Testing and Screening.**
 - a. Tuberculosis Screening. VENDOR shall ensure that all VENDOR INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a VENDOR INDIVIDUAL, that VENDOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that VENDOR INDIVIDUAL is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose

to submit a VENDOR INDIVIDUAL to the examination instead of the risk assessment. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

- b. Fingerprinting/Criminal Background Investigation. For all VENDOR INDIVIDUALS providing the SERVICES, VENDOR shall ensure completion of fingerprinting and criminal background investigation and shall request and regularly review subsequent arrest records. VENDOR confirms that no VENDOR INDIVIDUAL providing the SERVICES has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. For purposes of this subparagraph, VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

18. **Incident/Accident/Mandated Reporting.**

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that a VENDOR INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR INDIVIDUAL, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

19. **Health and Safety Orders and Requirements; Site Closures.**

- a. VENDOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities ("Orders").
- b. Except as possibly stated otherwise in **Exhibit A**, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
- c. Except as possibly stated otherwise in **Exhibit A**, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR is able to meet its obligations and perform the SERVICES

required pursuant to this AGREEMENT; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.

- d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.

20. **Conflict of Interest.**

- a. VENDOR and all VENDOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
- b. VENDOR affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between VENDOR's family, business, or financial interest and the SERVICES provided under this AGREEMENT, and in the event of any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.
- c. Through its execution of this AGREEMENT, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, VENDOR agrees it shall immediately notify OUSD in writing.

21. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.**

VENDOR certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).

22. **Limitation of OUSD Liability.** OUSD shall have no financial obligations under this Agreement other than as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Services performed in connection with this Agreement.

23. **Indemnification.**

- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified

Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR’s performance of this AGREEMENT. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this AGREEMENT. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR’s own expense, including attorneys’ fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.

- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR and VENDOR INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD’s performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend VENDOR and VENDOR INDIVIDUALS at OUSD’s own expense, including attorneys’ fees and costs.
24. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this AGREEMENT. VENDOR shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the SERVICES covered by this AGREEMENT. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR’S normal business hours, unless VENDOR otherwise consents.
 25. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

26. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
27. **Waiver.** No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.
28. **Assignment.** The obligations of VENDOR under this AGREEMENT shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
29. **No Rights in Third Parties.** This AGREEMENT does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
30. **Litigation.** This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.
31. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
32. **Integration/Entire Agreement of Parties.** This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This AGREEMENT may be amended or modified only by a written instrument executed by both PARTIES.
33. **Severability.** If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
34. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.
35. **Captions and Interpretations.** Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.

36. **Calculation of Time.** For the purposes of this AGREEMENT, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
37. **Counterparts and Electronic Signature.** This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
38. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
39. **Agreement Publicly Posted.** This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
40. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.
 - b. Notwithstanding subparagraph (a), VENDOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.
41. **Contract Contingent on Governing Board Approval.** The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD’s Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy.

REST OF PAGE INTENTIONALLY LEFT BLANK

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

VENDOR

Name: Robert Malotte

Signature: 

Position: Senior Contracts Administrator

Date: 4/2/2024

One of the terms and conditions to which VENDOR specifically agrees by its signature is subparagraph (c) of Paragraph 3 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.

OUSD

Name: Andrea Bustamante


Signature: 

Position: Executive Director CSSS

Date: 5/28/2024

- Board President (for approvals)
- Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell

Signature: 

Position: Superintendent

Date: 6/27/2024

Approved as to form by OUSD Legal Department

Name: Roxanne De La Rocha

Signature: 

Date 4/3/24

**SERVICES AGREEMENT
EXHIBIT A**

(Paragraph numbers in Exhibit A corresponds to the applicable Paragraph number in this Agreement.)

VENDOR: Urban Institute

1. **Services.** Describe the SERVICES VENDOR will provide: _____

The primary goal of the project is to conduct a process and impact evaluation of the Department of Violence Prevention-led Measure Z interventions, including the School-Site Violence Intervention and Prevention (VIP) Teams. The Urban Institute and Urban Strategies Council was contracted by the city of Oakland to serve as the Measure Z evaluator from August 2022 – July 2025. We would like to evaluate how the school site teams are implemented, including successes, challenges, and barriers. We also would like to understand education outcomes who receive other Measure Z services (e.g., youth life coaching). As part of this evaluation, Urban will produce public-facing reports in late 2024 and early 2025 that describe all activities funded under Measure Z in aggregate and their impacts on safety and violence in Oakland.

To support the evaluation, we would like to analyze administrative data, conduct interviews with OUSD staff, and hear from OUSD students through interviews/focus groups. The evaluation team has received approval from the Urban Institute Institutional Review Board for all research activities. Information about the school site team implementation and initial outcomes will be helpful in refining and potentially expanding the program. Evaluation reports may be helpful when pursuing funding.

2. **Term.**

a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.

Start Date: April 3, 2024

b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.

End date: 2025/07/30

3. **Compensation.** VENDOR may impose the following costs on families and students: _____
not applicable

12. **Legal Notices.**

OUSD

Site/Dept: Legal Department

Address: 1011 Union Street, Site 946

City, ST Zip: Oakland, CA 94607

Phone: 510-879-5060

Email: ousdlegal@ousd.org

VENDOR

Name/Dept: Urban Institute

Address: 500 L'Enfant Plaza SW

City, ST Zip: Washington, DC 20024

Phone: 202-833-7200

Email: contractsmail@urban.org

16. **Insurance.** OUSD has waived the following insurance requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to attach such written confirmation voids any such waiver even if otherwise properly given.

- Commercial General Liability Insurance.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual) and the not-to-exceed amount is \$25,000 or less.
- Workers' Compensation Insurance.* Waiver typically available by OUSD if VENDOR has no employees.

17. **Testing and Screening.** OUSD has waived the following testing and screening requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to include such written confirmation voids any such waiver even if otherwise properly given.

- Tuberculosis Screening.* Waiver typically available by OUSD if VENDOR INDIVIDUALS will have no in-person contact with OUSD students.
- Fingerprinting/Criminal Background Investigation.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual).

19. **Health and Safety Orders and Requirements; Site Closures.** If there is an Order or event in which school sites and/or District offices may be closed or otherwise inaccessible, would the SERVICES be able to continue?

- Yes, the SERVICES would be able to continue as described herein.
- No, the SERVICES would not be able to continue.

DATA SHARING AGREEMENT

This Data Sharing Agreement (“AGREEMENT”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity(ies) or individual(s) (“RECIPIENT,” together with OUSD, “PARTIES”) named in **Exhibit A**, attached hereto and incorporated herein by reference. Unless otherwise stated herein, “RECIPIENT INDIVIDUAL” includes (to the extent they exist): RECIPIENT Board members, officers, trustees, and directors; RECIPIENT employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under RECIPIENT’s direction, invitation, or control.

To the extent that OUSD seeks to impose any other legal obligations on RECIPIENT (e.g., RECIPIENT’s provision of services to OUSD), or RECIPIENT seeks to impose any other legal obligations on OUSD (e.g., OUSD payment of compensation to RECIPIENT), such obligations shall be set forth in a separate agreement. If one or more such agreements exist at the time of execution of this AGREEMENT, the Parties shall identify it in **Exhibit A**.

The PARTIES hereby agree as follows:

1. **Purpose.** This AGREEMENT pertains only to OUSD’s transmission of data to RECIPIENT and RECIPIENT INDIVIDUALS, and RECIPIENT and RECIPIENT INDIVIDUALS’s protection of such data (“PURPOSE”).
 - a. The elements/categories of data to be transmitted shall be listed in **Exhibit A**. These data, and any portion thereof (including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in that data), shall be referred to hereinafter as “OUSD Data.”
 - b. The basis under state and federal law (e.g., the Family Educational Rights and Privacy Act) upon which OUSD may transmit the OUSD Data to RECIPIENT shall be delineated in **Exhibit A**. The PARTIES acknowledge that OUSD limited to student directory information, as defined in 34 C.F.R. § 99.31(a)(11) and OUSD Administrative Regulation 5125.1), or de-identified student information, as defined in 34 C.F.R. § 99.31(b), does not require completion of a data sharing agreement.
 - c. No OUSD Data whatsoever may be used for any purpose other than as agreed herein and/or otherwise legally authorized. RECIPIENT shall not make any re-disclosure of any OUSD Data without the express written consent of OUSD.
2. **Term.** The term (“TERM”) of this AGREEMENT is established in **Exhibit A**. If the TERM is longer than one calendar year and the OUSD Data transmitted is part of a research project approved by OUSD’s Department of Research, Assessment, and Data (“RAD”), RECIPIENT acknowledges that (i) it will need to obtain approval from RAD prior to extending the research project into the second and subsequent calendar years and (ii) no OUSD Data will be shared during the second and subsequent calendar years unless and until this approval is obtained.

3. **Privacy Compliance.** RECIPIENT shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including the Family Educational Rights and Privacy Act, the Children’s Online Privacy Protection Act, the Protection of Pupil Rights Amendment, the Student Online Personal Information Protection Act, AB 1584, and all other California privacy statutes.
4. **Advertising Prohibition.** RECIPIENT is prohibited from using or selling OUSD Data to: (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by RECIPIENT; (c) develop a profile of a student, family member/guardian, or group for any commercial purpose unless authorized by a separate agreement with OUSD; or (d) use the OUSD Data for the development of commercial products or services.
5. **Property of OUSD.** All OUSD Data transmitted to the RECIPIENT pursuant to this AGREEMENT is and will continue to be the property of and under the control of OUSD. RECIPIENT acknowledges and agrees that all copies of such OUSD Data transmitted to the RECIPIENT, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this AGREEMENT in the same manner as the original OUSD Data. The PARTIES agree that as between them, all rights, including all intellectual property rights in and to OUSD Data shall remain the exclusive property of OUSD.
6. **Correction of Records.** OUSD shall establish reasonable procedures by which a parent/guardian of an OUSD pupil or an eligible OUSD pupil may review OUSD Data in the pupil’s records, correct erroneous information regarding the pupil, and transfer content generated by the pupil to a personal account. RECIPIENT shall respond in a timely manner to OUSD’s request for OUSD Data in a pupil’s records held by RECIPIENT to view or correct, as necessary.
7. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact RECIPIENT with a request for OUSD data or other data provided by OUSD and held by RECIPIENT pursuant to this AGREEMENT, RECIPIENT shall redirect the Third Party to request the data directly from OUSD. To the maximum extent permitted by law, RECIPIENT shall notify OUSD in advance of a compelled disclosure to a Third Party.
8. **Employee Obligation.** RECIPIENT shall require all RECIPIENT INDIVIDUALS who have access to OUSD Data to comply with all applicable provisions of this AGREEMENT with respect to the data shared under the AGREEMENT.
9. **Subprocessors.** RECIPIENT shall enter into written agreements with all Subprocessors performing functions pursuant to this AGREEMENT or any other agreement identified in **Exhibit A**, whereby the Subprocessors agree to protect OUSD Data in manner consistent with the terms of this AGREEMENT.

10. **No Re-Identification or Re-Disclosure.** RECIPIENT agrees not to attempt to re-identify de-identified OUSD Data and not to transfer de-identified OUSD Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to OUSD who has provided prior written consent for such transfer. RECIPIENT shall not copy, reproduce, or transmit any data obtained, except as necessary to fulfill the AGREEMENT.
11. **Disposition of Data.** RECIPIENT shall dispose or delete all OUSD Data upon written request by OUSD or when it is no longer needed for the purpose for which it was obtained. Disposition shall include: (1) the shredding of any hard copies of any OUSD Data; (2) erasing; or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in this AGREEMENT authorizes RECIPIENT to maintain OUSD Data beyond the time period reasonably needed to complete the disposition. RECIPIENT shall provide written notification to OUSD when the OUSD Data has been disposed.
12. **Data Security.** RECIPIENT agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect OUSD Data from unauthorized disclosure or acquisition by an unauthorized person.
13. **Data Breach.** In the event that OUSD Data is accessed or obtained by an unauthorized individual, RECIPIENT shall provide a notification to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. If, after RECIPIENT provides the initial notice under this Paragraph, RECIPIENT becomes aware of additional information related to such an event, RECIPIENT shall provide additional notifications to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. In provide notice to OUSD under this Paragraph, RECIPIENT shall follow the following process:
 - a. The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
 - b. The security breach notification described above shall include, at a minimum, the following information:
 - i. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - ii. The date of the breach, the estimated date of the breach, the date range within which the breach occurred, or an estimate of how soon RECIPIENT will know this information.
 - iii. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - iv. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

- c. RECIPIENT agrees to adhere to all requirements in applicable state and federal law with respect to a data breach related to the OUSD Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - d. RECIPIENT further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of OUSD Data or any portion thereof, including personally identifiable information and agrees to provide OUSD, upon request, with a copy of said written incident response plan.
 - e. RECIPIENT is prohibited from directly contacting the parents/guardians of affected OUSD pupils or eligible OUSD pupils unless expressly requested by OUSD. If OUSD requests RECIPIENT's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to RECIPIENT, RECIPIENT shall notify affected such parents/guardians or OUSD pupils of the unauthorized access, which shall include the information listed above. If requested by OUSD, RECIPIENT shall reimburse OUSD for costs incurred to provide such notifications.
14. **Equipment and Materials.** RECIPIENT shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
15. **Certificates/Permits/Licenses/Registration.** RECIPIENT shall ensure that all RECIPIENT INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in order to perform its responsibilities under this AGREEMENT.
16. **Qualifications, Training, and Removal.**
- a. RECIPIENT represents and warrants that RECIPIENT and all RECIPIENT INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform its responsibilities under this AGREEMENT in a professional manner, without the advice, control or supervision of OUSD. RECIPIENT will perform its responsibilities under this AGREEMENT in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
 - b. RECIPIENT represents and warrants that all RECIPIENT INDIVIDUALS are specially trained, experienced, competent and fully licensed to perform its responsibilities under this AGREEMENT in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
 - c. RECIPIENT agrees to immediately remove or cause the removal of any RECIPIENT INDIVIDUAL from using, reviewing, or otherwise accessing OUSD Data upon receiving notice from OUSD of such desire. OUSD is not required to provide RECIPIENT with a basis or explanation for the removal request.

17. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to RECIPIENT's performance under this AGREEMENT, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to RECIPIENT to suspend this AGREEMENT, in which case RECIPIENT shall cease using, reviewing, or otherwise accessing OUSD Data under this AGREEMENT until further notice from OUSD.

18. **Termination.**
 - a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to RECIPIENT. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. RECIPIENT shall immediately cease using, reviewing, or otherwise accessing OUSD Data upon receipt of such a termination notice.
 - b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. RECIPIENT shall immediately cease using, reviewing, or otherwise accessing OUSD Data upon receipt of such a termination notice.
 - c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of one or both PARTIES to perform their obligations under this AGREEMENT, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to RECIPIENT. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. RECIPIENT shall immediately cease using, reviewing, or otherwise accessing OUSD Data upon receipt of such a termination notice.
 - d. Upon termination, RECIPIENT shall provide OUSD with all materials produced, maintained, or collected by RECIPIENT pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.

19. **Legal Notices.** Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent: (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.
20. **Conflict of Interest.**
- a. RECIPIENT and all RECIPIENT INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. RECIPIENT shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
 - b. RECIPIENT affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between RECIPIENT's family, business, or financial interest and the PURPOSE under this AGREEMENT. In the event of any change in a private interest, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.
 - c. Through its execution of this AGREEMENT, RECIPIENT acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event RECIPIENT receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, RECIPIENT agrees it shall immediately notify OUSD in writing.
21. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** RECIPIENT certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).
22. **Limitation of OUSD Liability.** OUSD shall have no financial obligations under this AGREEMENT other than as provided in this AGREEMENT. Notwithstanding any other provision of this AGREEMENT, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this AGREEMENT.
23. **Indemnification.**
- a. To the furthest extent permitted by California law, RECIPIENT shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage,

or death of any person or entity arising out of RECIPIENT's performance of this AGREEMENT. RECIPIENT also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to RECIPIENT arising out of the performance of this AGREEMENT. RECIPIENT shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at RECIPIENT's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that RECIPIENT proposes to defend OUSD Indemnified Parties.

- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless RECIPIENT and RECIPIENT INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend RECIPIENT and RECIPIENT INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.
24. **Audit.** RECIPIENT shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of RECIPIENT transacted under this AGREEMENT. RECIPIENT shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. RECIPIENT shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all such books, records, and systems. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to RECIPIENT and shall conduct audit(s) during RECIPIENT'S normal business hours, unless RECIPIENT otherwise consents.
 25. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, RECIPIENT agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, RECIPIENT agrees to require like compliance by all its subcontractor (s). RECIPIENT shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
 26. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, RECIPIENTS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

27. **Waiver.** No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.
28. **Assignment.** The obligations of RECIPIENT under this AGREEMENT shall not be assigned by RECIPIENT without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
29. **No Rights in Third Parties.** This AGREEMENT does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
30. **Litigation.** This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.
31. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. RECIPIENT agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
32. **Integration/Entire Agreement of Parties.** This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This AGREEMENT may be amended or modified only by a written instrument executed by both PARTIES.
33. **Severability.** If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
34. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.
35. **Captions and Interpretations.** Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.
36. **Calculation of Time.** For the purposes of this AGREEMENT, "days" refers to calendar days unless otherwise specified and "hours" refers to hours regardless of whether it is a work day, weekend, or holiday.

37. **Counterparts and Electronic Signature.** This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
38. **Agreement Publicly Posted.** This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
39. **Signature Authority.**
- a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.
 - b. Notwithstanding subparagraph (a), RECIPIENT acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. RECIPIENT agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.
40. **Contract Contingent on Governing Board Approval.** The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy, and no compensation shall be owed or made to RECIPIENT absent such formal approval or valid and proper execution.


REST OF PAGE INTENTIONALLY LEFT BLANK

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

RECIPIENT

Name: Robert Malotte Signature: Malotte, Robert Digitally signed by Malotte, Robert
Date: 2024.04.02 14:13:26 -04'00'
Position: Senior Contracts Administrator Date: 4/2/24

OUSD

Name: Juan Du Signature: 
Position: Executive Director, Dept of Research, Assessment and Data Date: 4/15/2024
 Board President (for approvals)
 Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell Signature: _____
Position: Superintendent Date: _____

Template approved as to form by OUSD Legal Department

**DATA SHARING AGREEMENT
EXHIBIT A**

(Paragraph numbers in Exhibit A corresponds to the applicable Paragraph number in this AGREEMENT)

RECIPIENT: Urban Institute

OTHER AGREEMENTS BETWEEN THE PARTIES:

- No Cost Services Agreement executed on April 3, 2024
- _____
- _____

1. **Purpose.** The following elements, if checked, shall constitute the OUSD Data for purposes of this AGREEMENT:

Category	Elements	
<i>Application Technology Metadata</i>	IP addresses of users, use of cookies, etc.	<input type="checkbox"/>
<i>Application Use Statistics</i>	Metadata on user interaction with application	<input type="checkbox"/>
	SBAC results	<input type="checkbox"/>
	ELPAC results	<input type="checkbox"/>
	IAB Results	<input type="checkbox"/>
	Other assessment results (list below):	
<i>Assessment</i>	• _____	
	• _____	
	• _____	<input type="checkbox"/>
	• _____	
	• _____	
	• _____	
<i>Attendance</i>	Attendance rate	<input checked="" type="checkbox"/>
	Number of absences	<input checked="" type="checkbox"/>
<i>Communications</i>	Online communications that are captured (emails, blog entries, etc.)	<input type="checkbox"/>
<i>Conduct</i>	Number of suspensions	<input checked="" type="checkbox"/>
	Days suspended	<input checked="" type="checkbox"/>
<i>Demographics</i>	Gender	<input checked="" type="checkbox"/>
	Race/ethnicity	<input checked="" type="checkbox"/>
	Date of birth	<input checked="" type="checkbox"/>
	Special ed. flag	<input checked="" type="checkbox"/>
	Home language	<input checked="" type="checkbox"/>
	Language proficiency	<input checked="" type="checkbox"/>
	Birth country	<input checked="" type="checkbox"/>

<i>Enrollment</i>	School	<input checked="" type="checkbox"/>
	Grade level	<input checked="" type="checkbox"/>
<i>Parent/Guardian Contact Information</i>	Name	<input type="checkbox"/>
	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
<i>Schedule</i>	Phone	<input type="checkbox"/>
	Student scheduled courses	<input type="checkbox"/>
<i>Special Indicator</i>	Teacher names	<input type="checkbox"/>
	English language learner	<input checked="" type="checkbox"/>
	Socio-economic disadvantaged (SED) status (Note: OUSD cannot share Free/Reduced Lunch status as a standalone data element)	<input checked="" type="checkbox"/>
	Newcomer	<input checked="" type="checkbox"/>
<i>Student Contact Information</i>	Title 1 flag (schoolwide)	<input checked="" type="checkbox"/>
	Name	<input checked="" type="checkbox"/>
	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
<i>Local Identifiers</i>	Phone	<input type="checkbox"/>
	Local student ID number	<input checked="" type="checkbox"/>
	Teacher ID number	<input type="checkbox"/>
	State student ID number	<input type="checkbox"/>
	Provider/app assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
<i>Student Work</i>	Student app password(s)	<input type="checkbox"/>
	Dummy identifiers	<input type="checkbox"/>
<i>Transcript</i>	Student generated content; writing, pictures, etc.	<input type="checkbox"/>
	Student course grades	<input checked="" type="checkbox"/>
	Current year GPA	<input checked="" type="checkbox"/>
<i>Transportation</i>	Cumulative GPA	<input checked="" type="checkbox"/>
	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
<i>Other</i>	Student bus card ID number	<input type="checkbox"/>
	List additional data elements here	
	● School incidents of violence (location, date, nature, injuries, number involved, outcome, police involvement)	
	● Number of URFs	
	● Graduation / dropout indicator (if applicable)	<input checked="" type="checkbox"/>
	● Student level data by school year (22, 23, 24)	
● _____		
● _____		

The basis under state and federal law (e.g., Family Educational Rights and Privacy Act) upon which OUSD may transmit the OUSD Data to RECIPIENT is as follows (check all that apply):

-
- OUSD Data includes personally identifiable information from a student record other than directory information. **Note: RECIPIENT is responsible for obtaining parental consent, as defined in 34 C.F.R. § 99.30, and presenting evidence thereof to OUSD.**
-
- OUSD Data includes personally identifiable information from a student record, **AND at least one of the following:**
-
- RECIPIENT is a contractor, consultant, volunteer, or other party to whom OUSD has outsourced institutional services or functions, and RECIPIENT performs an institutional service or function for which the agency or institution would otherwise use employees; is under the direct control of the agency or institution with respect to the use and maintenance of education records; and is subject to the requirements of § 99.31(a) governing the use and redisclosure of personally identifiable information from education records. (See 34 C.F.R. § 99.31(a)(1)(i)(B).)
-
- RECIPIENT is another school, school system, or institution of postsecondary education where an OUSD student seeks or intends to enroll, or where the student is already enrolled, and the disclosure is for purposes related to the student's enrollment or transfer. (See 34 C.F.R. § 99.31(a)(2).)
-
- RECIPIENT is an authorized representatives of the Comptroller General of the United States; the Attorney General of the United States; the Secretary of Education; or state and local educational authorities. (See 34 C.F.R. § 99.31(a)(3).)
-
- RECIPIENT is an authorized representatives of the Comptroller General of the United States; the Attorney General of the United States; the Secretary of Education; or state and local educational authorities. (See 34 C.F.R. § 99.31(a)(3).)
-
- RECIPIENT requires the data in order to determine an OUSD student's eligibility for financial aid; amount of aid; conditions for aid; or to enforce the terms and conditions of the aid. (See 34 C.F.R. § 99.31(a)(4).)
-
- RECIPIENT is an organization conducting studies for, or on behalf of, educational agencies or institutions to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction. (See 34 C.F.R. § 99.31(a)(6).) Any RECIPIENT receiving OUSD Data pursuant to this subsection must first submit a research application pursuant to OUSD's Department of Research, Assessment, and Data protocols, and such application shall be incorporated into this AGREEMENT by reference.
-
- The disclosure is in connection with a health or safety emergency. (See 34 C.F.R. §§ 99.31(a)(10) & 99.36.)
-

2. **Term.**

a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.

Start Date: April 3, 2024

b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.

End date: 2025/07/30

19. **Legal Notices.**

OUSD

Site/Dept: Legal Department

Address: 1011 Union Street, Site 946

City, ST Zip: Oakland, CA 94607

Phone: 510-879-5060

Email: ousdlegal@ousd.org

RECIPIENT

Name/Dept: Urban Institute

Address: 500 L'Enfant Plaza SW

City, ST Zip: Washington, DC 20024

Phone: 202-833-7200

Email: contractsmail@urban.org

Data and Research Application for Oakland Unified School District

Thank you for your interest in conducting research and/or requesting data from Oakland Unified School District. The Department of Research, Assessment and Data (RAD) conducts and supports research that contributes to a greater understanding of strategies, practices and conditions that will contribute to the accomplishment of our strategic plan. All external research applications and data requests are reviewed by the Research Review Committee in RAD. The role of the Research Review Committee is to ensure that proposed work is beneficial to the school district and complies with the ethical codes of research in addition to state and federal laws.

The review process may take up to twelve weeks to complete from the date that your application is received. Applications are required for all research projects and standalone data requests, regardless of whether the data request is in service of a research project. Please make sure that you have completed all sections of the application prior to submission. **Incomplete applications will not be reviewed.** An approval from the Research Review Committee serves only as an authorization to contact the principal(s) of the school(s) of interest. Researchers will need to secure a separate approval from the principal(s) before any research work is permitted at school sites.

Please fill out this application and **be sure to include supporting documents as attachments at the end of the application.** Supporting documents include research instruments, consent/assent forms, IRB approval, letter of support from your faculty advisor (for Thesis or Dissertation projects), and letter of support from OUSD sponsor.

Please use the following naming convention for your supporting documents:

DOCTYPE_APPLICATIONNAME_ORGANIZATION_DATE (where items in all caps are replaced by your information) for example; **SurveyItems_Jones_RTI_03232022**

If you have any questions or concerns please email us at Research@ousd.org

Section 1

Date:

08/10/2023

Name of researchers/applicant:

Ashlin Oglesby-Neal

Organization:

Urban Institute

Address:

500 L'Enfant Plaza SW, Washington, DC 20024

Phone & Email:

202-261-5411; aoglesby@urban.org

Are you an OUSD employee? If yes, which department?

No

Are you applying to conduct research as part of your graduate program? If so, list your faculty advisor's name, email and telephone number below.

No

Is this a research project, evaluation, or a request to *collect information directly from individuals in OUSD?*

Evaluation

Is this a *data-only* request? Yes/No

No

Is this a *renewal* of a prior study? If yes, describe how the current application differs from the initial study.

No

If you are not affiliated with OUSD in any way, do you have an internal staff sponsor for your project? If yes, please provide the name and email address of the sponsor.

No, sponsor in Department of Violence Prevention Gillian Kaplan gcaplan@oaklandca.gov

Date that a write-up of the results will be shared with OUSD. *Applicant must provide OUSD with access to a draft prior to publishing any content that is derived from research conducted or data received from OUSD through this application process. Failure to do so will directly affect your company or university's future access to the district.*

Spring/summer 2024 and 2025

Section 2

Title of project

Oakland Measure Z Evaluation

Dates - List the desired start and end dates for your project: the dates over which data will be collected from participants or received from OUSD.

August 2023 – May 2025

Purpose - Summarize the purpose of your research project or the use to which the data you are requesting will go, if approval is granted.

The primary goal of the project is to conduct a process and impact evaluation of the Department of Violence Prevention-led Measure Z interventions, including the School-Site Violence Intervention and Prevention (VIP) Teams. The Urban Institute was contracted by the city of Oakland to serve as the Measure Z evaluator from August 2022 – July 2025. We would like to evaluate how the school site teams are implemented, including successes, challenges, and barriers. We also would like to understand education outcomes who receive other Measure Z services (e.g., youth life coaching). As part of this evaluation, Urban will produce public-facing reports in late 2023 and early 2025 that describe all activities funded under Measure Z in aggregate and their impacts on safety and violence in Oakland.

To support the evaluation, we would like to analyze administrative data, conduct interviews with OUSD staff, and hear from OUSD students through whichever method is most convenient and comfortable for them (e.g., surveys, interviews, and/or focus groups). The evaluation team has received approval from the Urban Institute Institutional Review Board for all research activities (see Appendix F). Additionally, all members of the research team have signed a pledge of confidentiality (Appendix A).

Procedures – Describe all research procedures and protocols, including how contact will first be made with research participants, if applicable. Attach all data collection materials and consent forms to your submission email.

Administrative Data. We would like to use administrative data for two purposes: (1) analyze data from OUSD high schools to compare trends in violent incidents at schools with school site teams; and (2) analyze individual-level data on students who receive school site team and other DVP services and consent to data sharing to understand their educational outcomes. For the first purpose, we are interested in deidentified data on each incident of violence occurring in high schools, from Aug 2018 through Dec 2024.

For the second purpose, we are interested in individual-level data on their grade, graduation/dropout type, level of absenteeism and number and types of suspensions. The data on violent incidents will not involve any research participants directly and the data will be deidentified of any names or ID numbers. For the individual-level data, we would only like to receive data for students that have consented to data sharing for the purpose of evaluation as part of the enrollment process for DVP services (see Appendix D for the DVP consent form). We will provide the student's name and date of birth (and OUSD ID when available) so that data may only be provided for youth who have consented to DVP. (CONTINUED IN APPENDIX 1 - NOT ENOUGH SPACE)

Analyses – Describe all planned analyses including how each element gathered from individual responses or administrative data will be used. Please be sure to include a description of the objective of each analysis so the significance is clear.

Administrative data. We will compare annual trends in levels of violence at high schools that had school site teams in comparison to schools that did not have school site teams. We will examine these trends over a multi-year period to understand trends before the COVID-19 pandemic and the implementation of school site teams. These trends will be examined and reported in aggregate. This will help in understanding potential changes in school safety related to the implementation of school site teams.

For the individual-level administrative data linked to students who participate in school site team or other DVP services, we will report their educational outcomes in aggregate. For example, we will report the graduation rate or chronic absenteeism rate of students who participate in life coaching. This will allow us to report broader outcomes for students who receive DVP services than is possible in the DVP data alone.

Interviews with OUSD staff and students. The qualitative data collected from interviews with staff and students (e.g., interview transcripts and notes) will be coded and analyzed for key themes. We will report aggregate perceptions related to the implementation of school site teams, their impact, challenges and successes, and recommendations for improvement. This will aid in understanding how the school site teams were implemented and how they can be improved or expanded in the

Potential Benefits – Describe any potential benefits to **the participants** in your research.

There are no direct benefits to participants. They may appreciate the recognition that their opinions and s are important and that they can contribute toward improving violence prevention efforts and services in Oakland.

Potential Risks – Describe any potential risks to **the participants** in your research.

Minimal risk. A participant could divulge information that portrays the school or community in a negative way; and therefore, become subject to negative consequences. This risk is mitigated by the aforementioned protections and confidentiality.

Potential Benefits – Describe any potential benefits to **OUSD** in your research.

Information about the school site team implementation and initial outcomes will be helpful in refining and potentially expanding the program. Evaluation reports may be helpful when pursuing funding.

Potential Risks – Describe any potential risks to **OUSD** in your research.

There are minimal risks to OUSD.

Research Participants – Describe the target group for your study or data request. Be as specific as possible, for example: Two middle schools, principals and English teachers, as well as 7th grade students taking one comparative literature course this year and their parents. Additionally, estimate the number of individuals you aim to enroll if this is a research study with human participants. If you have particular schools that you'd like to work with, please also list them here.

For the interviews, the target population is students who have received services from the school site teams and staff involved in the school site teams at the seven school sites listed below in the 2022-2024 school years. Our goal is to interview 2 staff per site (14 total) and 5 students per site (35 total). Ideally, the staff and students from each site will have experience with the life coaching, violence interruption/mediation, or gender-based violence services provided by the school site team. Schools: Castlemont High School and Ruidsdale Newcomer and Continuation School; Fremont High School; McClymonds High School and Ralph J. Bunche Academy; Oakland High School and Dewey Academy.

Participation time – For research studies, estimate the amount of time required for participation for each group involved (students, teachers, administrators, parents), the number of sessions, length of each session, and spacing of sessions. Additionally, please indicate when sessions would occur (school or non-school time).

Interviews would last 45-60 minutes. They may occur during school or after school, whenever is most convenient for the participant. Interviews with staff would occur in fall 2023 and spring 2024. Interviews with students would occur in spring 2024.

Data Requested – If data are requested as part of this application, please describe in narrative all data elements requested, with as much detail as possible (including the year or particular date for each element). School incidents of violence occurring in all OUSD high schools, from August 2022 through December 2024. Preferably, the data file should be prepared in a spreadsheet or a commonly used statistical software format. The file should include all relevant incidents of school-site violence. Requested information for each incident: School location, Date, Nature of the incident, Bodily injuries, Number of students involved, Disciplinary outcome, Police involvement. Individual-level data on educational outcomes for youth who participate in school site team or other DVP services and consent to data sharing for school years from Aug 2022 – Dec 2024. Urban will provide the student's name and date of birth (and OUSD ID when available) for matching. Data elements: Highest grade completed by school year, Graduation/dropout type and year, Chronic absenteeism by school year, Number and types of suspensions, Number of URFs, Demographics

Data Transfer Timeline - If data are being requested, use the space below to tell us the timeline of your data request. Specifically, the dates/month for each data transfer. If more than one data transfer is needed, please also indicate the data elements that would be associated with each transfer date.

We would like to receive an initial data pull in September 2023. We would then like to receive updated data in July 2024 and January 2025. Each data transfer would include the same data elements.

Data Elements – Please fill out Exhibit B on the following pages to indicate the specific data elements you are requesting.

EXHIBIT B

Please indicate each data element requested below with an X in the *Check if Requested* column. Include any additional information regarding each data point as needed in that same column.

Category	Elements	Check if Requested
Application Technology Metadata	IP Addresses of users, use of cookies, etc.	
	Other application technology metadata - please specify	
Application Use Statistics	Metadata on user interaction with application	
Assessment	SBAC results	
	ELPAC results	
	IAB Results	
	Local benchmark assessment results	
Attendance	Attendance rate	X
	Number of absences	X
Communications	Online communications that are captured (emails, blog entries)	
Conduct	Number of Suspensions	X
	Days suspended	X
Demographics	Gender	X
	Race/Ethnicity	X
	Special ed. flag	X
	Home language	X
	Language proficiency	X
	Birth country	X
Enrollment	School	X
	Grade level	X
	Other - please specify	
	Name	

Parent/Guardian Contact Information (This can only be given out for DSAs or when parent consent is signed)	Address	
	Email	
	Phone	
Schedule	Student scheduled courses	
	Teacher Names (only available for DSA)	
Special Indicator	English language learner	
	Student low-income status (only available if data requested is de-identified)	
	Title 1 flag (schoolwide)	
	Other - please specify	
Student Contact Information (These can only be given out for DSAs or when parent consent is signed)	Name	
	Address	
	Email	
	Phone	
Local Identifiers (These can only be given out for DSAs or when parent consent is signed)	Local student ID number	X
	Teacher ID number	
	State student ID number	
	Provider/App assigned student ID number	
	Student app username	
	Student app password(s)	
	Dummy identifiers (please check here if data requested are de-identified)	
Student In App Performance	Program/application performance (typing program - student types 60wpm, reading program - student reads below grade level) - Please specify	
Student Work	Student generated content; writing, pictures etc.	

	Other - please specify	
Transcript	Student course grades	
	Current year GPA	X
	Cumulative GPA	X
Transportation (These can only be given out for DSAs)	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other - Please specify	
Other	Please list each additional data element used, stored, or collected	URFs, graduation/dropout type

Section 3 - Required Statements of Agreement

All applicants must complete section 3a. Those applicants who are requesting administrative data must also complete section 3b or 3c, depending on whether requested data include personally identifiable information.

Section 3a – General Agreement

The proposed research activities to be conducted with the use of Oakland Unified School District resources are in compliance with existing legal and ethical codes. The research will not differ significantly from the activities described within the proposal. All participation will be voluntary, and it is understood that approval of the proposal, if granted, will not obligate any person, school, or office in OUSD to participate. Any amendments to the original proposal must be submitted to and approved by the Research Review Committee. All researchers agree to provide the Department of Research, Assessment and Data with a written update on progress of the study no later than a year following the date of approval. All researchers agree to provide the Department of Research, Assessment and Data and each participating school with a draft of the research report on or before the date specified in the Application to Conduct Research in OUSD such that they may provide input on the final version before it is published.

Researching Organization agrees to the following:

1. All data provided by the district continue to be the property of and under the control of OUSD.
2. Data may be used only for the purpose set forth in this application.
3. All individuals using district-provided data or conducting research in OUSD will follow all district protocols for acquiring and using district data, including maintaining the security and confidentiality of all OUSD data.
4. Solicitation of data from other departments or school sites within OUSD is not permitted.
5. Data may not be used for advertising of any type. The recipient is prohibited from directly contacting parents, legal guardians or eligible pupils unless expressly requested by OUSD.
6. Data will be responsibly disposed of at the completion of the approval period, or during the approval period upon request by OUSD. Records shall not be retained or available to researchers beyond the approval period. Disposition shall include the shredding of any hard copies of OUSD data and erasing or otherwise modifying the personal information in those records to make them unreadable or indecipherable by human or digital means.
7. OUSD has the right to withdraw permission for the use of data or continuation of research at any time, at our discretion, with 30 days notice. Due to COVID-19, the termination of research may occur with a shorter 7 day notice period. A termination notice shall be provided in writing by either party in the event of intention to terminate the agreement. The notice must specify the reason for termination.
8. No attempts to reidentify deidentified data will be made.
9. No data provided by the district will be shared with other researchers or third party organizations. Data will be used solely for the purposes stated in this initial request for data. I acknowledge that I fully understand that the intentional release by me of this information to any unauthorized person would subject me to penalties imposed by law.
10. All researchers working on this study will indemnify, defend and hold harmless OUSD, its governing board, agents, representatives, officers, consultants, employees, trustees, and volunteers.
11. The researcher(s) have a written incident response plan that reflects best practices and is consistent with industry standards, state and federal law for responding to a data breach, privacy incident or unauthorized acquisition or use of OUSD data. In the event of a data breach, OUSD's research coordinator must be notified within a reasonable amount of time after the incident, and not exceeding 48 hours of its discovery.
12. Researchers will not be deemed agents or employees of OUSD as part of this agreement.
13. Parent/guardians may request corrections to student records at any time by contacting the research coordinator.
14. If any researcher working on this study receives a request for OUSD data from a Third Party, including law enforcement, they will redirect the third party to request the data directly from OUSD. The researcher(s) shall notify OUSD in advance of a compelled disclosure to a Third Party.

I, (enter your name) Ashlin Oglesby-Neal, on behalf of the Researching Organization administering the above named study understand and agree with the above statements, will follow the guidelines set forth and will require and guarantee that all researchers working on this study will follow these guidelines. I have read and accept the provisions of OUSD Board Policy BP 6162.9 and Administrative Regulation AR 6162.8, available at <https://boepublic.ousd.org/Policies.aspx>.

Ashlin Oglesby-Neal
Signature of signatory for Researching Organization

08/10/2023
Date

Section 3b – Identified Data Request Agreement

Please complete this section if personally identifiable data are being requested. A separate data sharing agreement will be required.

I, Ashlin Oglesby-Neal, on behalf of the Researching Organization, agree to the following on behalf of myself and any researchers in my organization who will be working with Oakland Unified School District (OUSD) data or conducting research in OUSD:

I am requesting data under the following exception to the Family Educational Rights and Privacy Act (“FERPA”). I understand that I must complete a separate Data Sharing Agreement before data can be shared.

_____ I am requesting identified student data as a party to whom OUSD has outsourced institutional services pursuant to 34 C.F.R. § 99.31(a)(1)(i)(B).

_____ I am requesting identified student data as an organization conducting studies to develop, validate, or administer predictive tests, administer student aid programs, or improve instruction pursuant to 34 C.F.R. § 99.31(a)(6).

Ashlin Oglesby-Neal
Signature of signatory for Researching Organization

08/10/2023
Date

Section 3c – Deidentified Data Request Agreement

Please complete this section if deidentified data are being requested. No separate data sharing agreement will be required.

I, _____, on behalf of the Researching Organization, agree to the following on behalf of myself and any researchers in my organization who will be working with Oakland Unified School District (OUSD) data or conducting research in OUSD:

I am requesting data under the following exception to FERPA.

_____ I am requesting deidentified data only, as defined in 34 C.F.R. § 99.31(b).

_____ I am requesting directory information data only, as defined in 34 C.F.R. § 99.31(a)(11), for those students who have not opted out of disclosure of directory information.

_____ I am requesting identified data but will obtain parental consent consistent with 34 C.F.R. § 99.30 specifically for data release, and will present evidence of this consent to OUSD prior to data sharing.

Signature of signatory for Researching Organization

08/10/2023
Date

Before you submit, please attach **all** supporting documents for your application, not providing these documents will result in an incomplete application. **Incomplete applications will not be reviewed.**

Supporting documents include research instruments, consent/assent forms, IRB approval, letter of support from your faculty advisor (for Thesis or Dissertation projects), and letter of support from OUSD sponsor.

Please use the following naming convention for your supporting documents:
DOCTYPE_APPLICATIONNAME_ORGANIZATION_DATE (where items in all caps are replaced by your information) for example; **SurveyItems_Jones_RTI_03232022**

Appendix B1. Interview consent form and script (adult student participants)

Evaluation of DVP's and OPD's Measure Z Services

Urban Institute

500 L'Enfant Plaza SW

Washington, DC 20024 | 202.883.7200

Hi, my name is _____ and I am from the [Urban Strategies Council and/or Urban Institute]. Urban Strategies Council is a research, advocacy, and collective impact organization based in Oakland, CA. The Urban Institute is a nonprofit research organization based in Washington, DC that conducts research on social and economic policy, including criminal justice systems and programs. With funding from the City of Oakland, the Urban Institute and the Urban Strategies Council are conducting an evaluation of Measure Z services. The two main goals of this project are to understand the process and impact of Measure Z services and identify areas for improvement in current practices. The interview will take about 60 minutes.

This interview provides us with the opportunity to learn more about participant experiences with Measure Z services. We're interested in hearing your thoughts about how the program is working including successes, challenges, impacts, and recommendations for improvement. We'd also like to hear about your perceptions of safety, violence, and police activity in your neighborhood. Information gathered from these interviews will be analyzed and combined into a report that will detail the process of service implementation and the results of the overall evaluation. As you decide whether to participate, we promise you the following:

- **Confidentiality.** We will take notes during the interview and ask for your permission to record the audio of the conversation. Everything you tell us will be kept in strictest confidence; your name will not be recorded in our notes or recording. While we will identify the type of service you received, your name will never be used in any report. Reports will combine information from many individuals who are participating in these interviews; nothing we report will be attributed to you by name. All members of the research team have signed a Pledge of Confidentiality requiring them not to tell anyone outside of the research team anything about you.
- **Voluntary Participation.** Your decision to participate will not affect your status with the service provider, and no one outside the research team will be made aware of your decision to participate in this interview or not. Participation in this research is voluntary and you do not have to participate. If you do not wish to participate, you are free to decline. If you wish to participate, you can skip any questions you do not want to answer and may stop the interview at any time.
- **Risks.** While there is a risk that information from the interview may be disclosed to an individual outside of the research, we have mitigated this risk by requiring the research team to sign a Pledge of Confidentiality and the assurance of confidentiality in all public reports. [For virtual interviews] Additionally, there are some known security risks associated with video calls – for example, it is possible for unauthorized participants to join

calls. We have followed recommendations of our IT team to mitigate these risks, including creating a waiting room so that we control who joins the call. However, we ask you to bear this in mind as you consider what to share during this interview. We request that you are located in a private location, away from the earshot of others, including family members.

- **Benefits.** While there are no direct benefits, you might appreciate the recognition that your opinions and perceptions are important to the evaluation and violence prevention efforts.

[For in-person interviews] If you choose to participate in this interview, as with any public gathering, there is the risk of exposure to COVID-19. We are taking precautions to protect you:

- All facilitators will be wearing masks for the duration of the interview. If in a public building, all facilitators and participants will wear a mask in line with the City of Oakland ordinance.
- We will request that facilitators and participants maintain 6 feet of physical distance.

As a token of our appreciation, interview participants will receive a \$50 gift card. [For in-person] We will provide a physical gift card. [For virtual] We will send you the e-gift card via email or SMS text message based on your preference.

Do you have any questions before we begin?

If you don't have any more questions, do you agree to be interviewed?

[Interviewer indicate] Yes___ No___

Do you agree for the audio of this meeting to be recorded?

[Interviewer indicate] Yes___ No___

[For virtual interviews] What is your email address or phone number so that we can provide the gift card? _____

Interviewer's Initials: _____

Date: _____

Appendix B2. Interview consent form and script (youth student participants)

Evaluation of DVP's and OPD's Measure Z Services
Urban Institute
500 L'Enfant Plaza SW
Washington, DC 20024 | 202.883.7200

Interview Consent (Parents of Youth)

Dear Parent of Guardian of [INSERT NAME],

This letter is to inform you about an evaluation of services funded by Measure Z in Oakland, CA. The Urban Institute and the Urban Strategies Council have received funding from the City of Oakland to evaluate the strengths, challenges, and areas for improvement of these services. The Urban Institute is a nonprofit research organization based in Washington, DC that conducts research on social and economic policy, including criminal justice systems and programs. Urban Strategies Council is a research, advocacy, and collective impact organization based in Oakland, CA. The Urban Institute is not affiliated with the Oakland Department of Violence Prevention or the Oakland Police Department. Your child was invited to participate in this research project because he/she is participating in services or activities that are included in the evaluation.

Part of this study is to understand youth experiences with services funded by Measure Z. This information will help the research team understand how the services are implemented, their impact, and how they can be improved. We'd also like to hear about perceptions of safety, violence, and police activity in your child's neighborhood. The research team is interested in talking to youth ages 13-17 as part of this project.

The Urban Institute would like to interview your child about what he/she thinks about the services they received. The Urban Institute is required by federal regulations and law to have your permission and your child's permission before we can talk to him/her. Participation in the Urban Institute's study is **completely voluntary**. Your decision will not affect your child's relationship with any community program or services in which he/she is participating in or entitled to. Interviews will last approximately 60 minutes. Attached is a consent form that includes more details about the research.

If you consent to your child being interviewed, please read the attached consent form carefully, sign the bottom, and return the consent form to the Urban Institute via email. Your child will receive a \$50 gift card for participating in the interview. You are welcome to accompany your child to the interview and speak with the researchers about the study. However, we ask that you please sit in a separate room during the virtual or in-person interview.

If you do not wish for your child to participate in the interview, you do not need to do anything at this time.

If you have any questions, please contact me at (202) 261-5593 or at jjannetta@urban.org.

Sincerely,

Jesse Jannetta, Co-Principal Investigator

Evaluation of DVP's and OPD's Measure Z Services
Urban Institute

500 L'Enfant Plaza SW
Washington, DC 20024 | 202.883.7200

Research Consent (Parents of Youth)

The Urban Institute is a nonprofit social and economic policy research organization based in Washington, DC, which conducts research related to community-based services and programs. With funding from the City of Oakland, Urban is evaluating Measure Z services provided by the Oakland Department of Violence Prevention and the Oakland Police Department. As part of the study, the Urban Institute will be interviewing youth who have received services funded by Measure Z. The research is exploring youth's experiences with and perceptions of the services. This information will help the research team understand how to improve these services.

The Urban Institute would like to interview your child about what they think about the services and how they can be improved. Interviews will last approximately 60 minutes. Urban Institute researchers are interested in talking to youth ages 13-17 as part of this project. The Urban Institute is required by federal regulations and law to have your permission and your child's permission before we can talk to them. Even if you provide consent, your child does not have to participate in the interview if they do not want to.

The interview is critical to understanding the benefits and areas of improvement of the services. We hope the results of this study will help the service providers and others across the country interested in implementing similar efforts.

The following things will happen as part of this study:

1. A member of the Urban Institute or Urban Strategies Council research team will seek your consent (through this consent form) to talk to your child (ages 13-17) for research purposes.
2. If you *do not* want your child to participate in the interview, do not fill out the information at the end of this form, and do not return the letter via email.
3. If you *do* want your child to participate in the interview, please read this form carefully, sign the bottom, and return the consent to the Urban Institute via email.
4. If your child also agrees, he or she will participate in the interview. No one besides the researchers will be present during the interview. No one outside of the research team will know who has agreed to participate. No one outside of the research team will know how your child responds to any of the interview questions.
5. All youth who participate in the interview will receive a \$50 gift card.
6. You are welcome to accompany your child to the interview and speak with the researchers about the study, but we will ask you to wait in a separate room while we conduct the virtual interview with your child.
7. We will interview your child about his or her experiences with and perceptions of the services they received. We will ask what went well, what could be better, and how the services affected them.
8. Your child can decline to answer any question and stop the interview at any time. Your child's decision to participate will not affect their standing in any organization or affect his/her receipt of any services to which he/she is entitled to.
9. Findings from this study will be reported for everyone as a group and will not be used to identify any individual.

The Urban Institute would like your help with this study. The opinions and experiences of your child are of great value. Their participation will provide important information to programs around the country interested in violence prevention. We promise you the following things:

- **Voluntary Participation.** Participation in this research is completely voluntary and your child does not have to give permission to participate, even if you do. Your child may stop the interview at any time and refuse to answer any questions without penalty. Your child's decision to participate will not be made known to local or state government or any social service providers. No one outside of the research team will be made aware of your child's decision to participate in this interview or not.
- **Confidentiality.** Everything your child tells researchers will be kept in strictest confidence. The only exception to confidentiality is if your child communicates plans to harm themselves or others. In the event that this happens, Urban researchers will notify the appropriate authorities. Only the people doing this research will see any information that identifies your child personally. Your child's name will never be used in any report. Reports will combine information from many individuals who are participating in this project; nothing we report will be attributed to your child by name or be traced back to your child individually. All researchers must sign a Pledge of Confidentiality requiring them not to tell anyone outside of the research team anything about you or your child.
- **Risks.** While there is a risk that information from the interview may be disclosed to an individual outside of the research, we have lessened this risk by requiring the research team to sign a Pledge of Confidentiality and the assurance of confidentiality in all public reports. In the event that your child becomes distressed during the interview, we will provide the contact information to a local clinician whose services are free of charge for community members. [For virtual interviews] Additionally, there are some known security risks associated with video calls – for example, it is possible for unauthorized participants to join calls. We have followed recommendations of our IT team to minimize these risks, including creating a waiting room so that we control who joins the call. However, we ask your child to bear this in mind as they consider what to share during this interview. We request that your child is located in a private location, away from the earshot of others, including family members.
- **Benefits.** While there are no direct benefits, your child might appreciate the recognition that their opinions and perceptions are important and that they can contribute toward improving services for other youth.

If your child chooses to participate in this interview in-person, as with any public gathering, there is the risk of exposure to COVID-19. We are taking precautions to protect you:

- All facilitators will be wearing masks for the duration of the interview. If in a public building, all facilitators and participants will wear a mask in line with the City of Oakland ordinance.
- We will request that facilitators and participants maintain 6 feet of physical distance.

As a token of our appreciation, interview participants will receive a \$50 gift card. For in-person interviews, we will provide a physical gift card. For virtual interviews, we will send your child the e-gift card via email or SMS text message based on their preference.

If you have any questions about the study or the Urban Institute, you can call the study co-principal investigator, Jesse Jannetta of the Urban Institute at (202) 261-5593 or email her at jjannetta@urban.org.

If your child tells us specific information about his/her intent to harm himself/herself or others, we will notify the appropriate authorities according to state and local law, but we will not ask your child any questions about these issues.

To consent to your child being interviewed, please fill out the following:

Today's Date: _____

Print Your Full Name: _____

Sign Your Full Name: _____

Print Your Child's Full Name: _____

Evaluation of DVP's and OPD's Measure Z Services
Urban Institute
500 L'Enfant Plaza SW
Washington, DC 20024 | 202.883.7200

Interview Assent (Youth)

Hi, my name is _____ and I am from the [Urban Strategies Council and/or Urban Institute]. Urban Strategies Council is a research, advocacy, and collective impact organization based in Oakland, CA. The Urban Institute is a nonprofit research organization based in Washington, DC that conducts research on social and economic policy, including criminal justice systems and community-based programs. With funding from the City of Oakland, the Urban Institute and the Urban Strategies Council are conducting an evaluation of Measure Z services. The two main goals of this project are to understand the process and impact of Measure Z services and identify areas for improvement in current practices.

Urban Institute researchers are interested in talking to youth ages 13-17 that have received services funded by Measure Z. The interview will take about 60 minutes. In this time, you and I will discuss how you feel about the services you received and how they can be improved. Your experiences are of great value and will help inform programs and communities around the country on how to best serve youth in these areas.

At the end of the interview, we will give you a **\$50 gift card as a token of our appreciation.**

We promise you the following things:

- **Voluntary Participation.** Participation in this research is completely voluntary and you do not have to participate. You may stop the interview at any time and may refuse to answer any questions without penalty. Your participation will not affect your relationship with any programs that you may currently be involved with. Your decision to participate will not be made known to local or state government or any social service providers. No one outside of the research team will be made aware of your decision to participate in this interview or not.
- **Confidentiality.** Everything you tell the me/researchers will be kept in strictest confidence. The only exception to confidentiality is if you communicate plans to harm yourself. In the event that this happens, Urban researchers will notify the appropriate authorities. Only the people doing this research will see any information that identifies you personally. We will take notes during the interview. Your name will never be used in any report. Reports will combine information from many individuals who are participating in this project; nothing we report will be attributed to you by name or be traced back to you individually. Any information you tell us cannot be used against you. All Urban Institute employees must sign a Pledge of Confidentiality requiring them not to tell anyone outside of the research team anything about you.
- **Risks.** While there is a risk that information from the interview may be disclosed to an individual outside of the research, we have lessened this risk by requiring the research team to sign a Pledge of Confidentiality and the assurance of confidentiality in all public reports. In the event that you become distressed during the interview, we will provide the contact information to a local clinician whose services are free of charge for community members. [For virtual interviews] Additionally, there are some known security risks

associated with video calls – for example, it is possible for unauthorized participants to join calls. We have followed recommendations of our IT team to minimize these risks, including creating a waiting room so that we control who joins the call. However, we ask you to bear this in mind as you consider what to share during this interview.

- **Benefits.** While there are no direct benefits, you might appreciate the recognition that your opinions and perceptions are important and that you can contribute toward improving services provided in your community.

If you tell us specific information about your intent to harm yourself or others, we will inform the appropriate authorities according to state and local law, but we will not ask you any questions about these issues.

[For in-person interviews] If you choose to participate in this interview, as with any public gathering, there is the risk of exposure to COVID-19. We are taking precautions to protect you:

- All facilitators will be wearing masks for the duration of the interview. If in a public building, all facilitators and participants will wear a mask in line with the City of Oakland ordinance.
- We will request that facilitators and participants maintain 6 feet of physical distance.

As a token of our appreciation, interview participants will receive a \$50 gift card. [For in-person] We will provide a physical gift card. [For virtual] We will send you the e-gift card via email or SMS text message based on your preference.

Do you have any questions before we begin?

If you don't have any more questions, are you willing to participate?

[Interviewer indicate] Yes _____ No _____

Do you agree for the audio of this meeting to be recorded?

[Interviewer indicate] Yes _____ No _____

[For virtual interviews] What is your email address or phone number so that we can provide the gift card? _____

Interviewer's Initials: _____

Date: _____

Appendix B3. Interview consent form and script (adult stakeholders)

Evaluation of DVP's and OPD's Measure Z Services
Urban Institute
500 L'Enfant Plaza SW
Washington, DC 20024 | 202.883.7200

Hi, my name is _____ and I am from the Urban Institute. The Urban Institute is a nonprofit research organization based in Washington, DC that conducts research on social and economic policy, including criminal justice systems and programs. Urban is conducting an evaluation of

Measure Z services. The evaluation is funded by the City of Oakland. The two main goals of this project are to understand the process and impact of Measure Z services and identify areas for improvement in current practices. The interview will take about 45 to 60 minutes.

This interview provides the Urban Institute with the opportunity to learn more about operations and policies related to Measure Z services. We're interested in hearing your thoughts about how the program is working including successes, challenges, and lessons learned regarding program implementation and operations. Information gathered from these interviews will be analyzed and combined into a report that will detail the treatment process and the results of the overall evaluation. As you decide whether to participate, we promise you the following:

- **Confidentiality.** We will take notes during the interview. Everything you tell us will be kept in strictest confidence; your name will not be recorded in our notes. While we will identify the name of your organization, your name will never be used in any report. Reports will combine information from many individuals who are participating in these interviews; nothing we report will be attributed to you by name. All members of the research team have signed a Pledge of Confidentiality requiring them not to tell anyone outside of the research team anything about you. [For interviews with two or more participants: Urban can only pledge the confidentiality of its staff. We request that all participants respect the confidentiality of the group.]
- **Voluntary Participation.** Your decision to participate will not affect your employment status, and no one outside the research team, will be made aware of your decision to participate in this interview or not. Participation in this research is voluntary and you do not have to participate. If you do not wish to participate, you are free to decline. If you wish to participate, you can skip any questions you do not want to answer and may stop the interview at any time.
- **Risks.** While there is a risk that information from the interview may be disclosed to an individual outside of the research, we have mitigated this risk by requiring the research team to sign a Pledge of Confidentiality and the assurance of confidentiality in all public reports. Additionally, there are some known security risks associated with video calls – for example, it is possible for unauthorized participants to join calls. We have followed recommendations of our IT team to mitigate these risks, including creating a waiting room so that we control who joins the call. However, we ask you to bear this in mind as you consider what to share during this interview. We request that you are located in a private location, away from the earshot of others, including family members.
- **Benefits.** While there are no direct benefits, you might appreciate the recognition that your opinions and perceptions are important to the evaluation and violence prevention efforts. The information you share will be particularly helpful to stakeholders trying to develop similar efforts.

[For in-person interviews] If you choose to participate in this interview, as with any public gathering, there is the risk of exposure to COVID-19. We are taking precautions to protect you:

- [Each research team member will state whether they are vaccinated]

- All facilitators will be wearing masks for the duration of the interview. If in a public building, all facilitators and participants will wear a mask in line with the City of Oakland ordinance.
- We will request that facilitators and participants maintain 6 feet of physical distance.

Do you have any questions before we begin?

If you don't have any more questions, do you agree to be interviewed?

[Interviewer indicate] Yes___ No___

Interviewer's Initials: _____

Date: _____

Appendix C1. Interview protocol (adult stakeholders)

Interview Protocol for School-Site Violence Intervention and Prevention (VIP) Team Providers

Thank you again for speaking with us today. As we just shared, we are interested in learning about your involvement with Measure Z-funded initiatives. We will ask questions specifically about your school-based [*violence interruption/gender-based violence services/life coaching*] program or services provided as part of the school-based VIP Team.

A. BACKGROUND INFORMATION AND GENERAL SERVICE PROVISION

We'd like to start with some basic background questions about your work and your organization.

1. Please describe your role and responsibilities in your organization.
2. What key services or programming does your organization provide?
3. What types of youth does your organization typically serve? How similar or different is the school-site team population to the populations your organization otherwise works with?
4. How are people typically referred to or hear about your organization?

B. SCHOOL SITE VIP TEAM-SPECIFIC SERVICE PROVISION

We now want to learn more about your school-site VIP team services specifically.

1. What are the goals of the VIP Teams as a whole?
2. What are the goals of the [*violence interruption/gender-based violence services/life coaching*] component specifically?
3. How long has your organization been part of the VIP Teams?
4. How is your school-based [*violence interruption/gender-based violence services/life coaching*] program structured and what are its specific components?
 - a. Are there any components of your [*insert specific activity*] that haven't been implemented yet?
 - b. *If needed, probe on tasks listed for each activity, see table below.*
5. How has your work in the schools changed or evolved over time?
6. What are the eligibility criteria for your VIP Team services?
7. Generally speaking, how long do you work with a youth who you are providing services to?
8. What are the greatest needs that the youth you serve have? How, if at all, do the needs of these youth differ from other clients or members of your community?
9. [*Violence interruption staff only*] What are the nature of conflicts that you mediate? How does the existence of a conflict come your attention?
10. How do you work with the other members of the VIP Team?
11. How do you work with teachers and other school personnel?
12. In what ways do you coordinate with other organizations to meet the needs of youth you work with?
13. Do you report data into the Apricot system? If so, what and how frequently do you report?
14. What outcomes do you track for youth or the school community?
 - a. Which do you think are most significant for understanding the impact of your work?

C. SUCCESS, CHALLENGES. AND RECOMMENDATIONS

1. What components of the VIP Teams has been most successful so far?
 - a. How about of your component specifically?
2. To the best of your knowledge, how has the existence of the VIP Teams affected the environment of the schools in which you work?
3. Have you run into any challenges or barriers in implementing the VIP Team? If yes, can you tell me about them?
4. How do you think the VIP Teams could be improved to better serve students and schools?
5. What recommendations do you have for service providers implementing [violence interruption/gender-based violence services/life coaching] in a school setting?
6. What additional support is needed, or what would make it easier, for you to assist students and contribute to safety in the school?

D. CONCLUDING QUESTIONS

1. Is there anything you would like to share that we haven't asked?
2. Do you think students you work with would be interested in speaking with us about their experiences? If so, do you think they would be more comfortable with focus groups or individual interviews?
3. What would you like to learn from the evaluation/what questions do you hope it will answer?
4. Do you have any questions for the evaluation team?

Youth life coaching	Enroll students in life coaching services	Gender-based violence services	Receive referrals for students who have been impacted by GBV
	Facilitate activities between student and family members		Provide accompaniment services to youth
	Create life maps and track progress on goals and activities		Refer students to needed services
	Refer students to needed services		Provide training and education for students related to GBV
	Provide incentives for life map goal completion		Provide training and education for school staff related to GBV
	Provide life coaching to students		
Exit students from life coaching services following successful completion <i>(Note: Successful completion is defined as participating in life coaching for 6-12 months and completing at least 2 life map goals)</i>			
Violence interruption	Mediate conflicts between students <u>following</u> a violent incident (retaliation)		
	Mediate conflicts between students <u>prior to</u> a violent incident (proactive)		
	Refer students to services		
	Communicate with families and school administrators about active or potential student conflicts		

Interview Protocol for OUSD Staff Working with School-Site Violence Intervention and Prevention (VIP) Teams

Thank you again for speaking with us today. As we just shared, we are interested in learning about your involvement with Measure Z-funded initiatives. We will ask questions specifically about your experiences with programs or services provided as part of the school-based VIP Team.

A. BACKGROUND INFORMATION AND GENERAL SERVICE PROVISION

We'd like to start with some basic background questions about your work and your school.

1. Please describe your role and responsibilities in your school.
2. What safety and victimization challenges does your school, and the students there, face?
3. What needs do students in your school have in order to be safe from victimization?

B. SCHOOL SITE VIP TEAM-SPECIFIC SERVICE PROVISION

We now want to learn more about your school-site VIP team services specifically.

1. What are the goals of the VIP Team as a whole?
2. How is the VIP Team structured and what are its specific service components?
 - a. Are there any components of your [*insert specific activity*] that haven't been implemented yet?
3. How do you work with the VIP Team?
 - a. *Probe for each component as needed: violence interruption/gender-based violence services/life coaching*
4. How has the VIP Team's work in your school changed or evolved over time?
5. What are the eligibility criteria for students to connect to VIP Team services?
6. How does the VIP Team work to mediate conflicts in the school?
7. In what ways does the VIP Team coordinate with other organizations or services to meet the needs of students?
8. What outcomes are tracked to understand the work of the VIP Team in your school?
 - a. Which do you think are most significant for understanding their impact on your school?

C. SUCCESS, CHALLENGES. AND RECOMMENDATIONS

1. To the best of your knowledge, how has the existence of the VIP Teams affected the environment of the schools in which you work?
2. What components of the VIP Teams have been most successful so far?
3. Have there been any challenges or barriers in implementing the VIP Team in your school? If yes, can you tell me about them?
4. How do you think the VIP Teams could be improved to better serve students and schools?
5. What recommendations do you have for service providers implementing [*violence interruption/gender-based violence services/life coaching*] in a school setting?
6. What additional support is needed, or what would make it easier, for you to assist students and contribute to safety in the school?

D. CONCLUDING QUESTIONS

1. Is there anything you would like to share that we haven't asked?

2. Do you think students you work with would be interested in speaking with us about their experiences? If so, do you think they would be more comfortable with focus groups or individual interviews?
3. What would you like to learn from the evaluation/what questions do you hope it will answer?
4. Do you have any questions for the evaluation team?

Appendix C2. Interview protocol (student participants)

Interview Protocol for School-Site Violence Intervention and Prevention (VIP) Team Service Participants

Thank you again for speaking with us today. As we just shared, we are interested in learning about your involvement with services to address safety and violence issues in your school. We will ask questions specifically about programs or services provided as part of the school-based VIP Team.

A. BACKGROUND INFORMATION

We'd like to start with some basic background questions about your school.

5. Tell us about your school.
6. What are the challenges your school faces?
 - *[If safety/violence challenges not mentioned]* How about specifically related to safety or violence?
7. What are the strengths of your school community?
8. What do you think causes violence problems in your school?

B. EXPERIENCE WITH THE INTERVENTION

We now want to learn more about your experience with the school-site VIP Team services specifically.

15. What activities or services have you been part of through the school site teams?
 - a. *If needed, probe on tasks listed for each activity, see table below.*
16. How did you first hear about or get connected to this program?
17. Who do you work with through the program?
 - a. What were your first interactions with them like?
 - b. Did you feel like they understood where you're coming from and the problems you're dealing with?
18. How long have you been working with the program?
 - a. *[If it's more than ~2 months]* Why have you stayed involved since you started?
19. What are your goals/what are you trying to accomplish for yourself by engaging in the program?
 - a. Has this changed over time?
20. Can you walk me through what happens in the program activities you participate in?
 - a. *If needed, probe on tasks listed for each activity, see table below.*
21. *[If they took part in conflict mediation activities]* What was the nature of conflict that resulted in the mediation? You don't need to get into specific details, just describe it generally.
 - a. Who was involved in the mediation (again, you can keep this general).
22. Did the program refer you to any other programs or services?

C. SUCCESS, CHALLENGES. AND RECOMMENDATIONS

7. Has being part of the program helped you? If so, how?
8. What parts of the program have been most meaningful or important to you?
9. Has anything about being part of the program been difficult or challenging for you? *[Ask to elaborate if yes]*
10. Would you recommend being part of the program to someone else? Why or why not?

- a. Who do you think this program works best for, or can help the most?
- 11. Are there any ways you think the program could be improved?
- 12. Was there anything about the program that surprised you?

D. CONCLUDING QUESTIONS

- 5. Is there anything you would like to share that we haven't asked?
- 6. Do you have any questions for the evaluation team?

Appendix D. DVP Participant Consent Form

Data & Evaluation Participant Consent Form - Adults

City of Oakland Department of Violence Prevention

This program is funded through the City of Oakland's Department of Violence Prevention (DVP). About 3,000 people each year receive support from programs like this one that are funded by the DVP. This form provides information on how your data might be stored and used in evaluations of programs funded by the DVP. Please read this form and indicate your consent where applicable.

DATA STORAGE

When you enroll in this program, some information about you will be entered into a secure data management system that our staff use to help us provide high-quality services to you. This may include your full name, date of birth, and basic information like your race, gender, and employment status. This is known as personally-identifiable information, which is any data that could potentially identify a specific individual. Personally-identifiable information is also defined as any data that can be used to distinguish one person from another or to deanonymize previously anonymous data.

The only people who will have access to this information are our agency's staff members and a select number of staff from the DVP who are trained in data privacy and security practices. All staff within our agency and the DVP are prohibited from sharing your information unless you agree to it for service referral purposes. Additionally, the data management system is password-protected and encrypted so your data are very secure.

There are two unlikely scenarios in which your information would be shared outside the data management system: (1) Data breach: A staff member could accidentally or purposefully download and share your information with unauthorized users, or a third party could hack into system; or (2) Subpoena or Public Records Act request: The DVP could be required by law to release individual client records to an outside agency. In either of these situations, people outside our agency or the DVP may learn that you are enrolled in this program. This risk is very low, and we are not aware of either of these situations happening to date. If the DVP receives a subpoena or Public Records Act request, they will consult with the City Attorney's Office regarding their obligation to provide the requested data and will only do so if legally required. They will also notify our agency of the request as quickly as possible so that we may notify you.

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If you have questions about this form, please contact Cat Grey, DVP Program Analyst, at cgrey@oaklandca.gov. If you have any questions about the DVP program evaluation, please contact Jesse Janetta, Urban Institute Senior Policy Fellow, at jjanetta@urban.org.

Data & Evaluation Participant Consent Form - Adults
City of Oakland Department of Violence Prevention

EVALUATION

In order to justify continued funding for programs like this one, the DVP funds regular evaluations of its programs by an external evaluation team. For participants who provide their consent, the evaluation team uses information stored in the DVP data management system to determine whether the programs being funded are helping people as they are intended. This information is used to look at what programs overall are doing – not what individual participants are doing. The evaluation team may also invite participants to take part in voluntary activities such as interviews, focus groups, or surveys that help them better understand how the program operates. None of these activities are required for someone to receive services, but they are very helpful in understanding how programs can be improved and in justifying the need for continued funding.

All data collected or received by the evaluation team will remain highly confidential. Data will be stored on password-protected and encrypted computers, and they will only be accessed by a small number of researchers who are trained in data privacy and security practices. Nothing that identifies you will ever be included in evaluation reports or findings. As of July 2022, the DVP's evaluation partners are Urban Institute and Urban Strategies Council.

Below, please indicate whether you consent to having your information shared with external evaluation partners for the purposes of evaluating this program. Your consent is voluntary and you are able to still receive services if you decline.

I have read this form, my questions have been answered, and:

External evaluation of DVP programs

- I agree that my data can be used in an external evaluation of DVP programs.

- I do not agree that my data can be used in an external evaluation of DVP programs.

Printed name of participant

Signature of participant

Date

Data & Evaluation Participant Consent Form - Juveniles

City of Oakland Department of Violence Prevention

This program is funded through the City of Oakland's Department of Violence Prevention (DVP). About 3,000 people each year receive support from programs like this one that are funded by the DVP. This form provides information on how your data might be stored and used in evaluations of programs funded by the DVP. Please read this form and indicate your consent where applicable.

DATA STORAGE

When you enroll in this program, some information about you will be entered into a secure data management system that our staff use to help us provide high-quality services to you. This may include your full name, date of birth, and basic information like your race, gender, and employment status. This is known as personally-identifiable information, which is any data that could potentially identify a specific individual. Personally-identifiable information is also defined as any data that can be used to distinguish one person from another or to deanonymize previously anonymous data.

The only people who will have access to this information are our agency's staff members and a select number of staff from the DVP who are trained in data privacy and security practices. All staff within our agency and the DVP are prohibited from sharing your information unless you agree to it for service referral purposes. Additionally, the data management system is password-protected and encrypted so your data are very secure.

There are two unlikely scenarios in which your information would be shared outside the data management system: (1) Data breach: A staff member could accidentally or purposefully download and share your information with unauthorized users, or a third party could hack into system; or (2) Subpoena or Public Records Act request: The DVP could be required by law to release individual client records to an outside agency. In either of these situations, people outside our agency or the DVP may learn that you are enrolled in this program. This risk is very low, and we are not aware of either of these situations happening to date. If the DVP receives a subpoena or Public Records Act request, they will consult with the City Attorney's Office regarding their obligation to provide the requested data and will only do so if legally required. They will also notify our agency of the request as quickly as possible so that we may notify you.

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If you have questions about this form, please contact Cat Grey, DVP Program Analyst, at cagrey@oaklandca.gov. If you have any questions about the DVP program evaluation, please contact Jesse Janetta, Urban Institute Senior Policy Fellow, at jjanetta@urban.org.

Data & Evaluation Participant Consent Form - Juveniles
City of Oakland Department of Violence Prevention

EVALUATION

In order to justify continued funding for programs like this one, the DVP funds regular evaluations of its programs by an external evaluation team. For participants who provide their consent, the evaluation team uses information stored in the DVP data management system to determine whether the programs being funded are helping people as they are intended. This information is used to look at what programs overall are doing – not what individual participants are doing. The evaluation team may also invite participants to take part in voluntary activities such as interviews, focus groups, or surveys that help them better understand how the program operates. None of these activities are required for someone to receive services, but they are very helpful in understanding how programs can be improved and in justifying the need for continued funding.

All data collected or received by the evaluation team will remain highly confidential. Data will be stored on password-protected and encrypted computers, and they will only be accessed by a small number of researchers who are trained in data privacy and security practices. Nothing that identifies you will ever be included in evaluation reports or findings. As of July 2022, the DVP's evaluation partners are Urban Institute and Urban Strategies Council.

Data & Evaluation Participant Consent Form - Juveniles
City of Oakland Department of Violence Prevention

PARTICIPANT CONSENT

Below, please indicate whether you consent to (1) having your personally-identifiable information stored in our secure data management system for service delivery purposes, and (2) having your information shared with external evaluation partners for the purposes of evaluating this program. Your consent is voluntary and you are able to still receive services if you decline.

I have read this form, my questions have been answered, and:

Data management system storage

- I agree that my personally identifiable information (like name and date of birth) can be entered in the secure data management system.

- I do not agree that my personally identifiable information (like name and date of birth) can be entered in the secure data management system.

External evaluation of DVP programs

- I agree that my data can be used in an external evaluation of DVP programs.

- I do not agree that my data can be used in an external evaluation of DVP programs.

Printed name of participant

Signature of participant

Date

Data & Evaluation Participant Consent Form - Juveniles
City of Oakland Department of Violence Prevention

PARENT OR GUARDIAN CONSENT

Below, please indicate whether you consent to (1) having your information stored in our secure data management system for service delivery purposes, and (2) having your information shared with external evaluation partners for the purposes of evaluating this program. Your consent is voluntary and you are able to still receive services if you decline.

I have read this form, my questions have been answered, and:

Data management system storage

- I agree that my child's personally identifiable information (like name and date of birth) can be entered in the secure data management system.

- I do not agree that my child's personally identifiable information (like name and date of birth) can be entered in the secure data management system.

External evaluation of DVP programs

- I agree that my child's data can be used in an external evaluation of DVP programs.

- I do not agree that my child's data can be used in an external evaluation of DVP programs.

Printed name of participant

Printed name of parent or guardian

Signature of parent or guardian _____ Date _____

Appendix E. Participant interview and focus group flyers

We want to hear from you about making Oakland a safer place!

What is this about and who would I be talking to?

The [Urban Strategies Council](#) (the Council), in partnership with the [Urban Institute](#) (Urban) are evaluating violence-reduction programs funded by the Public Safety And Services Violence Prevention Act Of 2014 (Measure Z), with funding from the City of Oakland. To better understand how to reduce violence and create safety in Oakland, we're interested in hearing your thoughts in a focus group/interview

The Council is a research, advocacy, and collective impact organization based in Oakland, CA. The Urban Institute is a nonprofit research organization based in Washington, DC that conducts research on social and economic policy, including criminal justice systems and programs.

Why am I invited and what will the focus group/interview be like?

The research team has asked [provider name] to share this invitation with people who are involved in programs and services funded through Measure Z. The purpose of the focus group/interview is to understand your experience with the program, what's been valuable, and what could be improved in the future. We'd also like to hear about your perceptions of safety, violence, and police activity in your neighborhood.

[Focus group] If you participate, you will be part of a group discussion with 7 to 10 people involved in similar programs and services, lasting approximately 90 minutes with other Oakland residents who have participated in similar programming. The group will either be held virtually or at the Council's offices in downtown Oakland

[Interview] If you participate, you will be part of an interview conversation with two research team members lasting approximately 60 minutes. The interview can be held virtually or in person at the Council's offices in downtown Oakland.

Your decision to participate or not is totally up to you and will not affect your ability to receive DVP-funded services or programs, or anything else. The information you give the Council and Urban will be kept confidential. If you participate, you will receive a \$100[interview]/\$50[focus group] gift card as a thank you.

What do I do if I'm interested?

If you are 18 or older, you can let us know you're interested in participating through a short information form accessible by the link below. Or you can send an email to the evaluation team to research@urbanstrategies.org with "Interest to join Measure Z Focus Group/Interview" in the subject line, or submit through the link below.

If you are younger than 18, you will need a parent or guardian to access the link to provide permission to participate.

Contacting us doesn't mean you have to agree to participate in the focus group/interview. If you want to participate after hearing more about it, we'll provide you with all the details about date, time and place.

Link

INSTITUTIONAL REVIEW BOARD NOTICE OF APPROVAL
(Federalwide Assurance Number #0189)

PROJECT DIRECTOR: Ashlin Oglesby-Neal

TITLE: "Oakland Measure Z Evaluation"

SPONSOR AGENCY: City of Oakland

PROTOCOL DATE: Aug '22, Mar '23

UI PROJECT NUMBER: 102687-0001-001-00001

PROPOSAL NUMBER: N/A

NATURE OF REVIEW:

(Check One) **FULL** **EXPEDITED**

MEETING DATE: January 10, 2023

TYPE OF APPROVAL

PRELIMINARY

PRETEST/PILOT TEST. SCHEDULE NEXT REVIEW PRIOR TO FULL IMPLEMENTATION

FULL IMPLEMENTATION

RENEWAL

AMENDMENT: In-person research.

Please note the following requirements:

PROBLEMS OR ADVERSE REACTIONS: If any problems in treatment of human subjects or unexpected adverse reactions to include a breach of data security occur as a result of this study, you must notify the IRB Chairperson immediately. (See the IRB website for further information on reporting)

CHANGES IN PROTOCOL: If there are significant changes in procedures or study protocol, you must notify the IRB Chairperson before they are implemented.

RENEWAL: You are required to apply for renewal of approval at least annually for as long as the study is active. Your next review date should be on or before 3/6/2024.

IRB Administrator and Member

Everett I. Madden

Copy: Project Director

March 7, 2023

Date