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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
 Claire Fisher, Executive Director, Secondary Instruction
 Juan Du, Executive Director, Research, Assessment and Data

Meeting Date January 8, 2025

Subject No Cost Services Agreement (SA) and Data Sharing Agreement (DSA) - WestEd, San Francisco, CA - Research, Assessment and Data (RAD) Department

Ask of the Board Ratification by the Board of Education of a No Cost Services Agreement (SA) and Data Sharing Agreement (DSA) between the District and WestEd, San Francisco, CA, for the latter through the SA to provide conduct a study to understand implementation variation and assess the efficacy of the Illustrative Mathematics (“IM[®]”) curriculum in grades 6-8. WestEd will partner with OUSD schools which are implementing the IM[®] curriculum and other high-quality mathematics curriculum and enroll target schools along with their Grade 6-8 teachers and students, for the term of December 6, 2024 through December 31, 2027, at no cost to the District, and a Data Sharing Agreement by and between the District and WestEd, San Francisco, CA, 2024-2025, for the sharing of data between the District and WestEd, as enumerated therein, for the term August 1, 2024 through June 30, 2026, at no cost to the District, each, via the Research, Assessment and Data (RAD) Department.

Background WestEd will conduct a study to understand the implementation variation and assess the efficacy of the Illustrative Mathematics (IM) curriculum in grades 6-8 in 10 OUSD schools. They will use a mixed methods approach to understand implementation and supports provided for implementation within school and district context. This study will take place over two years.

Discussion WestEd will conduct a study to understand the implementation variation and assess the efficacy of the Illustrative Mathematics curriculum in grades 6-8. They will evaluate district and school provided implementation through focus groups and interviews; teacher instructional activities; survey students on their self-beliefs about mathematics; and analyze student SBAC math scores. The outcomes of this study will provide district and school educators with additional information to support the use of Illustrative Mathematics curriculum and a more positive student outcomes.

Fiscal Impact No cost to the District.

- Attachment(s)**
- No Cost Service Agreement
 - Data Sharing Agreement
 - Research Application



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. Notwithstanding, VENDOR may retain de-identified data and its reports and work product relating to the Study as permitted by law.
 - a. **For Convenience by either Party.** Either Party may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to the other Party. OUSD shall compensate VENDOR for SERVICES satisfactorily provided through the date of termination. Upon early termination by VENDOR, VENDOR will provide the stipends in Exhibit A for research participation that has been completed at the

time 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.
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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. Copyright/Trademark/Patent/Ownership. VENDOR understands and agrees that all matters produced under this AGREEMENT, including any of VENDOR'S intellectual property that existed prior to execution of this AGREEMENT, and all copyrights in those works are the property of VENDOR. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR in connection with the SERVICES performed under this AGREEMENT. VENDOR grants OUSD a worldwide, royalty-free, perpetual license to use, display, copy, and reproduce VENDOR'S newly created work product for non-commercial purposes. In its sole discretion, VENDOR may elect to openly license the work product created through its research.

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.
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 shall confirm in writing upon OUSD's request that no VENDOR INDIVIDUAL providing the SERVICES has been convicted of a felony, as that term is defined in Education Code section 45122.1. 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 and the related MOU and DSA constitute 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 (WestEd)

Name: Susan Mundry
Position: Senior Vice President

Signature: 
box SIGN 4Q8PR7V1-19KJZL6Z

Date: Nov 26, 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:
Position: ED of Instruction
Claire Fisher

Signature: 
Claire Fisher (Dec 5, 2024 21:01 PST)

Date: Dec 5, 2024

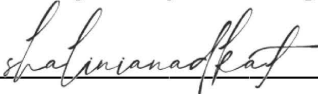
- Board President (for approvals)
- Chief/Deputy Chief/Executive Director (for ratifications)

Name: ~~Kyla Johnson-Trammell~~
Position:

Signature: _____
Superintendent

Date: _____

Template approved as to form by OUSD Legal Department

Shalini Anadkat  Date 11/7/2024

SERVICES AGREEMENT

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

VENDOR: WestEd

Services. Describe the SERVICES VENDOR will provide: WestEd is conducting a study to understand implementation variation and assess the efficacy of the Illustrative Mathematics (“IM”[®]) curriculum in grades 6-8. WestEd will partner with districts and schools which are implementing the IM[®] curriculum and other high-quality mathematics curriculum and enroll target schools along with their Grade 6-8 teachers and students. Enrollment means that each school agrees to have teachers in the target Grades 6-8 levels use the designated mathematics curriculum materials for their assignment (either Illustrative Mathematics[®] or their other district-adopted curriculum). Over a two-year period, the study will help math instructional leaders better understand and support the implementation and impact of their math programs and examine the relationship between high-quality curriculum implementation and student outcomes (both academic outcomes and attitudinal outcomes such as motivation, engagement and persistence). The study is a Bill and Melinda Gates grant-funded *A Study of the Implementation and Impact of High Quality Mathematics Curriculum Study* (“Study”). The Study involves teacher professional development and classroom implementation of the mathematics curriculum teachers are already using.

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

A. An overview of study activities include:

- conducting a multi-site cluster quasi-experimental study. The Study will identify schools using Illustrative Math[®] in grades 6-8 (i.e., focal sites) or those using another high-quality curriculum (i.e., comparison sites). Within each participating school, the evaluation will focus on all grade 6-8 math teachers and their students during the first and second study years (2024–25 and 2025-26, respectively).
- evaluating the district- and school-provided implementation supports as well as the implementation and impact of high-quality curriculum as measured through: district and school level administrative and focus group/ interview data; teachers’ instructional activities (measured through implementation logs and surveys and district-provided administrative data); students’ self-beliefs about mathematics (survey administered twice yearly); students’ mathematics achievement (using state administered test scores).

B. For each partner district, regardless of curriculum used, WestEd will:

- provide a professional learning stipend each study year for district partners to use to

- support their local curriculum implementation.
- provide consultation support to district partners to assess current methods and measures used to measure teacher uptake, quality of implementation, and impact on teachers and students; WestEd will also provide additional (or new) implementation measures that could be used to supplement current approaches (e.g., surveys, logs, observations) or measures of impact (e.g., teacher surveys and interviews; student surveys).
- collect, analyze, and summarize implementation data to support continuous improvement in the partner district. WestEd will organize two meetings per year to discuss these data with a small team (~4) of district mathematics leaders from the partner district.

C. WestEd will conduct all evaluation activities necessary for tracking grant outcomes, and district- or school- context and teacher and student activities during the life of the grant. The following categories of information will be collected by WestEd during the Study:

- Administrative data, including:
 - Student administrative data (e.g., demographic background and achievement) from District will be provided upon request from WestEd (see Appendix A).
 - District- and school-provided professional development provision and cost information.
 - Data from methods the district and schools used to measure implementation of the curriculum.
- Focus group/ interviews with district mathematics or school leaders, video recorded on Zoom or audio-recorded in person.
- Teacher implementation logs/ surveys on teaching practices, professional learning activities, background, and experience, administered using an online survey platform.
- Student survey on self-beliefs about mathematics, administered using an online survey platform.
- Teacher focus groups, video recorded on Zoom or audio-recorded in person.

The teacher logs/surveys will generate individual records. To avoid the collection of protected information, teachers will be provided unique ID numbers for their use in electronic survey submissions. Student surveys will be administered electronically to all students in a class, and no name or ID number will be required at the individual student level; only a school-administered class ID number will be linked to student records. Teachers and students who opt out of the study will not have their data collected and will not be invited to participate in study activities.

D. Upon study completion, WestEd will provide an end-of-project summary, bright spots, and sustainability report for the partner district, which summarizes key implementation and impact findings across participating sites; provides a

compilation of all implementation and impact measures and constructs; identifies implementation bright spots; and provides recommendations for sustaining continuous improvement in curriculum implementation after the project has concluded.

Timeline and Commitment

For the 2024 and the 2025-26 school years, participating districts and schools will:

- Commit to using IM or their current curriculum;
- Provide any required documentation (e.g., letter of support) for WestEd researchers to complete the district’s research application (Spring 2024);
- Coordinate with WestEd researchers on planning for data collection over the study period, and facilitating data collection over the study period;
- Organize a small “implementation support team” to work with WestEd over the study period. This will include participating in an in-person kickoff meeting with WestEd researchers in Fall 2024 and participating in two additional meetings per year to discuss implementation findings from previous data cycles in 2025 and 2026 (in-person or virtual).

1. 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: AGREEMENT is effective as of the date fully signed by the parties.

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: 12/31/2027

2. Compensation.

A. WestEd will provide \$200 per year per teacher (or the equivalent in donation to their school/district) for the completion of three implementation logs per school year, each taking less than 30 minutes to complete. Teachers may also be asked to participate in one (no longer than one-hour) focus group per year, with any individual teacher participating only once per year and with an additional stipend.

B. WestEd will provide a stipend of \$1500 each for up to four members of a designated district “implementation support team” for completing the following:

a. Joining an in-person meeting (of approximately 90 minutes) with WestEd researchers at the start of the project

- b. Participating in two (approximately 2-hour) meetings annually (online or in-person) to discuss implementation findings
 - c. Supporting administrative data collection on district- and school-level implementation and professional learning at each site, sharing data with WestEd through data collection forms that WestEd designs
 - d. Participating in one one-hour focus group or interview per year (with additional stipends for any focus group participation)
- C. WestEd will provide an additional stipend of \$250 to one implementation support team member to take primary facilitation for collecting district administrative data, including mathematics student achievement and demographic data for schools participating in the study, measures of curriculum implementation quality for each school, and documentation of the provision and cost of professional development.
- D. Each district can receive an annual amount for professional learning, payable (at the beginning of the school year, September 2024 and September 2025), depending on the number of schools in the district participating:
- a. \$2,500 per school for districts with 3 or fewer schools
 - b. \$5,000 for small districts (>3 and <=5 participating schools)
 - c. \$15,000 for medium districts (6-12 participating schools)
 - d. \$20,000 for large districts (> 12 participating schools)

Allowable expenses include:

- District-provided PL/training sessions or services procured from an external PL provider (face-to-face or online). (PL can be provided within or outside of an employee's regular contract day.
 - Payments for district-employed facilitators (i.e., mathematics coaches) or external facilitators
 - Stipends for participant attendance (note: participants can be any full-time district employee whose job responsibilities relate to or impact classroom mathematics instruction)
 - Payment for substitute coverage so that participants can attend PL
 - Venue rental or catering during PL events
 - Materials used
- District-provided coaching or services procured from an external PL provider for on-site or classroom-based coaching support.

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: Rebecca Perry

Address:

City, ST Zip: Phone:

Email:

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.

Exhibit B

WESTED AND OUSD RESPONSIBILITIES AND OBLIGATIONS

WestEd's Responsibilities

- A. WestEd will provide individual ID numbers for each participating teacher and their class.
- B. WestEd will lead the instrumentation creation and data collection of the following research components:
 - a. Teacher logs/surveys on teaching practices, background, and experience
 - b. Student surveys on student self-efficacy and beliefs
 - c. Student demographic data
 - d. Student mathematics achievement
 - e. Teacher and administrator focus groups or interviews
 - f. Professional learning activities provided and completed, as well as costs for such
 - g. District and cross-school site contexts, policies, projects, and mathematics program implementation.
- C. School site administrators who are not on the implementation support team and who agree to participate in annual focus groups/ interviews will receive a stipend for their participation, as allowable by district compensation rules.
- D. At the district's discretion, WestEd will accompany instructional leaders on professional development activities (e.g., workshops, professional learning communities, classroom walkthroughs) to better understand the implementation context in each district.
- E. WestEd will designate a liaison to facilitate communications between WestEd and Partner for coordinating the activities necessary to carry out this MOU. WestEd's contact person for this Study is:

Rebecca Perry
WestEd
730 Harrison Street
San Francisco, CA 94107
[email]@wested.org

OUSD's Responsibilities

- A. OUSD understands and agrees that WestEd is conducting an independent study of the OUSD's use of their curriculum materials. Participating OUSD teachers will review and sign an informed consent form to participate in the Study. Principals in participating schools will review and sign a permission form to participate in the Study.
- B. Participating OUSD teachers will teach the Grade 6 through 8 mathematics curriculum in all of their classes.
- C. Participating OUSD teachers in schools will complete implementation logs/surveys through an online survey tool administered three times during the 2024–25 and 2025–26 school years.
- D. [In the event that parent active consent and/ or active student assent is not required] Participating OUSD teachers will distribute a WestEd-provided parent/guardian opt-out letter to inform parents/guardians of a 15-minute student survey given two times per year and provide an opportunity for students to not take the survey. Teachers will also read a brief script to students reminding them that this is voluntary and will not relate to their grade in this class, and students who do not participate can do an independent activity.
- E. [In the event that active parent consent and/ or active student assent is required] Participating OUSD teachers will distribute a WestEd-provided parent/guardian consent letter to inform parents/guardians of a 15-minute student survey given two times per year and provide an opportunity for students to not take the survey. Teachers will also distribute student assent forms and read a brief script to students reminding them that this is voluntary and will not relate to their grade in this class. Students will be asked to indicate their assent on the form to complete the survey, and return the form to their teach. Students for whom parent consent has not been provided or who do not provide their assent can do an independent activity.
- F. Participating OUSD teachers will administer a 15-minute student survey twice per year to students who have not opted-out (or where parents have provided active consent) during the spring term in the 2024–25 and 2025–26 school years. The OUSD will ensure that any requisite notices, postings, and permissions are obtained for WestEd's administration of the survey.
- G. OUSD will annually provide demographic and mathematics achievement data, and will twice annually provide locally-collected implementation and professional development data.
- H. OUSD shall designate a liaison to facilitate communications between OUSD and WestEd for coordinating the activities necessary to carry out this MOU. OUSD's contact person for this Study is:

Courtney
Ortega OUSD
1011 Union Street, Site 906
Oakland, CA 94607
courtney.ortega@ousd.org








Wested AATF_11_8_24 (WestEd Signed)

Final Audit Report

2024-12-06

Created:	2024-12-06
By:	Brian Krans (bkrans@kqed.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeQWshCQmgfoM8iCFpC4R_abzIRMIw3dA

"Wested AATF_11_8_24 (WestEd Signed)" History

-  Document digitally presigned by Box\, Inc
2024-11-26 - 7:20:55 PM GMT
-  Document created by Brian Krans (bkrans@kqed.org)
2024-12-06 - 4:58:40 AM GMT
-  Document emailed to claire.fisher@ousd.org for signature
2024-12-06 - 4:59:45 AM GMT
-  Email viewed by claire.fisher@ousd.org
2024-12-06 - 5:00:38 AM GMT
-  Signer claire.fisher@ousd.org entered name at signing as Claire Fisher
2024-12-06 - 5:01:52 AM GMT
-  Document e-signed by Claire Fisher (claire.fisher@ousd.org)
Signature Date: 2024-12-06 - 5:01:54 AM GMT - Time Source: server
-  Agreement completed.
2024-12-06 - 5:01:54 AM GMT

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: Susan Mundry

Signature:  box SIGN 4QBPR7V1-19YWGKKW

Position: Senior Vice President

Date: Jul 2, 2024

OUSD

Name: Juan Du

Signature: Juan Du

Position: Executive Director, Department of Research, Assessment and Data

Date: 12/11/2024

- 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: Susan Mundry

OTHER AGREEMENTS BETWEEN THE PARTIES:

- Memorandum of Understanding
- OUSD Services Agreement
- _____

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>	<input type="checkbox"/>
	SBAC results	<input checked="" 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 type="checkbox"/>
	Number of absences	<input type="checkbox"/>
<i>Communications</i>	Online communications that are captured (emails, blog entries, etc.)	<input type="checkbox"/>
<i>Conduct</i>	Number of suspensions	<input type="checkbox"/>
	Days suspended	<input 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 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 checked="" type="checkbox"/>
	Phone	<input type="checkbox"/>
<i>Schedule</i>	Student scheduled courses	<input checked="" type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
	English language learner	<input checked="" type="checkbox"/>
<i>Special Indicator</i>	Socio-economic disadvantaged (SED) status (Note: OUSD cannot share Free/Reduced Lunch status as a standalone data element)	<input checked="" type="checkbox"/>
	Newcomer	<input type="checkbox"/>
	Title 1 flag (schoolwide)	<input type="checkbox"/>
<i>Student Contact Information</i>	Name	<input type="checkbox"/>
	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
<i>Local Identifiers</i>	Local student ID number	<input type="checkbox"/>
	Teacher ID number	<input checked="" type="checkbox"/>
	State student ID number	<input type="checkbox"/>
	Provider/app assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app password(s)	<input type="checkbox"/>
	Dummy identifiers	<input checked="" type="checkbox"/>
<i>Student Work</i>	Student generated content; writing, pictures, etc.	<input type="checkbox"/>
<i>Transcript</i>	Student course grades	<input type="checkbox"/>
	Current year GPA	<input type="checkbox"/>
	Cumulative GPA	<input type="checkbox"/>
<i>Transportation</i>	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
<i>Other</i>	List additional data elements here	
	● <u>Class rosters for participating tchrs</u>	
	● <small>Student survey responses (anonymous upon collection, but can be aggregated to the class level)</small>	
	● <u>Dist/school professional development data</u>	<input checked="" type="checkbox"/>
	● <u>Dist/school professional development cost</u>	
	● <u>Curriculum implementation data</u>	
	● _____	
● _____		

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: 8/1/2024

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: 6/30/2026

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: _____

Address: _____

City, ST Zip: _____

Phone: _____

Email: _____

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:

03/09/2024

Name of researchers/applicant:

Rebecca Perry

Organization:

WestEd

Address:

2470 Mariner Square Loop, Alameda, CA 94501

Phone & Email:

415-615-3289; rperry@wested.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?*

yes

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.

Courtney Ortega (courtney.ortega@ousd.org)

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.*

Roughly November 2026 for summative findings; interim/ draft findings sooner.

Section 2

Title of project

A Study of the Implementation and Impact of High-Quality Mathematics Curriculum

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 2024 - June 2026

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

Many districts are investing in high-quality curriculum materials to support their mathematics educators and learners to be successful, but implementation can be challenging. What does it take for teachers to use their materials with integrity to improve student outcomes? If we understand the conditions under which implementation is made more effective, districts and schools across the country will be able to use open-licensed programs and more carefully invest finite resources on supporting instructional leaders and teachers with implementation. The research will aim to answer four primary questions:

What does it mean to implement a complex mathematics program as intended? (2) What efforts are required to implement complex mathematics programs as intended? (3) To what extent is quality of implementation associated with improved teacher and student outcomes within a given math program? (4) Do impacts on student and teacher outcomes differ by curriculum or quality of implementation?

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.

Districts and schools using the Illustrative Mathematics (IM) 6-8 program through the end of the study period are invited to participate. We hope to include about 10 schools, recommended by district leaders; more are encouraged. We will reach out individually to site principals to describe the study and determine their interest. The two-year study will involve data collection and partnership with district and site leaders to support curriculum implementation, as follows: (1) A small team of district math leaders (i.e.,

an implementation support team) will meet no more than three times annually to discuss implementation findings from the previous data cycle in 2025 and 2026. Team members may be asked to participate in one focus group or interview per year. One support team member will facilitate the collection of district administrative data. (2) Site leaders of participating schools may be asked to participate in one focus group or interview per year. (3) Teachers will complete three curriculum implementation logs per school year and provide classroom time and support administration of student surveys at the beginning and end of each school year. Teachers may also be asked to participate in one focus group per year. (4) Students will complete two surveys per year.

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.

The study will use a mixed methods approach. Qualitative data will primarily be used to understand implementation and supports provided for implementation within school and district contexts, but will also provide a measure of implementation fidelity for use as an independent variable in the impact analysis. Quantitative data (from surveys and teacher implementation logs) will serve as both moderating and outcome measures. For example, teachers' use of high-quality curriculum is critical in terms of both implementation fidelity (where fidelity can moderate impact) and in terms of how teachers feel about their mathematics instruction (i.e., efficacy), expectations for students, and instructional practices. Similarly, quantitative measures derived from the student survey will enable us to understand how teachers' curriculum use is related to students' feelings about their mathematics class and their self-perceptions as mathematics learners. Impact analyses will use a three-level hierarchical linear model (HLM) to estimate the effect of the local mathematics curriculum on district-wide student mathematics achievement or other student and teacher (self-perception) outcomes. Exploratory descriptive analyses will examine the factors that moderate outcomes, such as curriculum fidelity.

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

For adults, the study provides the opportunity to reflect on and improve instructional practice. Students have an opportunity to allow their voices to be heard and used to improve their mathematics instruction.

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

The risks associated with this study are low. Some questions about instructional practice may make participants uncomfortable.

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

The study aims to provide district and school educators with additional information that may be helpful to support the district's improved use of the Illustrative Mathematics curriculum, and more positive student outcomes.

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

The potential for risk is low.

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.

Students in grades 6-8 - Roughly 8 schools x 350 = 2,800
 Teachers of grade 6-8 students- Roughly 8 schools x 6 teachers = 48
 School administrators - Roughly 8
 Others - Roughly 4
 Schools are not yet identified.

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).

Students: 2 surveys/year - each about 15 min. - during school time, fall and spring. Teachers: 3 logs/surveys/ year - each of about 30 min. - during non school time fall, winter, and end of year. Plus 30 min. for student survey admin, twice per year. Plus one one-hour focus group per year. Addtl ~ 7-10 hours for district leaders.

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).

- (1) Student achievement and demographic data. Collected as available after spring CA math test administration, for the spring prior to the study commencement (2024) through 2026.
- (2) The provision and cost of professional development. Collected fall of 2024 (for prior year); spring 2025; spring 2026.
- (3) Implementation fidelity, and at this point is only a preliminary set of ideas about how to measure curriculum fidelity aggregated to the school level. This data collection effort and definitions for implementation fidelity will be refined in the early months of the study, informed by data collection with curriculum developers and practitioners across districts included in the study. At that point, a data collection schedule will be offered (presumably mid-fall and mid-spring of each school year).

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.

Referencing the numbered data elements above: (1) Aug., 2024 [baseline achievement and demographic data], June 2025 [or earliest available for 2024-25 school year], June 2026 [or earliest available for the 2025-26 school year] (2) August, 2024 [planned PD for 2024-25], June 2025 [implemented PD for 2024-25]; August, 2025 [planned PD for 2025-26], June 2026 [implemented PD for 2025-26] (3) TBD depending on district data collection; likely similar to the schedule for (2)

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	X
	ELPAC results	
	IAB Results	
	Local benchmark assessment results	
Attendance	Attendance rate	
	Number of absences	
Communications	Online communications that are captured (emails, blog entries)	
Conduct	Number of Suspensions	
	Days suspended	
Demographics	Gender	X
	Race/Ethnicity	X
	Special ed. flag	X
	Home language	X
	Language proficiency	X
	Birth country	
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	x (parental consent)
	Phone	
Schedule	Student scheduled courses	x
	Teacher Names (only available for DSA)	x (math teacher)
Special Indicator	English language learner	x
	Student low-income status (only available if data requested is de-identified)	x
	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	x
	State student ID number	x
	Provider/App assigned student ID number	
	Student app username	
	Student app password(s)	
	Dummy identifiers (please check here if data requested are de-identified)	x
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	
	Cumulative GPA	
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	class rosters

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) Rebecca Perry, 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>.

Rebecca R Perry
Signature of signatory for Researching Organization

03/09/2024
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, _____, 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).

Signature of signatory for Researching Organization

03/09/2024
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, Rebecca Perry, 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.

Rebecca R Perry
Signature of signatory for Researching Organization

03/09/2024
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**