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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Curtiss Sarikey, Chief Partnership Officer
Juan Du, Executive Director, Research, Assessment, and Data

Meeting Date September 25, 2024

Subject No-Cost Service Agreement and Data Sharing Agreement - American Institutes for Research

Ask of the Board Approval by the Board of Education of a No-Cost Services Agreement (SA) and a Data Sharing Agreement (DSA), each, by and between the District and American Institutes for Research, Arlington (AIR), VA, for the latter through the SA to research the impact of the National Institute for Criminal Justice Reform’s (NICJR) Neighborhood Opportunity & Accountability Board (NOAB) program, for the term of July 1, 2024 through September 30, 2026, at no cost to the District and Ratifying new Data Sharing Agreement by and between the District and American Institutes for Research (AIR), 2024-2025, for the sharing of data between the District and AIR, as enumerated therein, for the term July 1, 2024 through September 30, 2026, at no cost to the District, each, via the Research, Assessment and Data (RAD) Department.

Background AIR submitted a research application to explore the impacts of NOAB on youth outcomes, including academic performance outcomes and school behavior outcomes. These study findings can be used to support OUSD’s plans for using restorative models to address student behavior.

Discussion AIR will explore the impacts of NOAB on youth outcomes. The research questions related to youth outcomes are: 1) What are the education outcomes for NOAB participants?; 2) Does NOAB participation improve youth education and justice system outcomes when compared to youth who are formally processed by the juvenile justice system?; 3) How do differences in NOAB’s impact on youth education and justice system outcomes vary by youth and family background?

These study findings can be used to support OUSD’s plans for using restorative models to address student behavior to deepen OUSD’s understanding of existing community resources they can leverage, and to develop strategies for connecting students to community supports.

Fiscal Impact No Fiscal Impact.

Attachment(s)

- No-Cost Services Agreement
- Data Sharing Agreement
- 240205 - 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.
 - a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for SERVICES satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
 - b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall

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

- c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the SERVICES, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to VENDOR. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.
 - d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 40 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of termination.
6. Data and Information Requests.
- a. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.
 - b. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the SERVICES are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.
7. Confidentiality and Data Privacy.
- a. OUSD may share information with VENDOR pursuant to this AGREEMENT in order to further the purposes thereof. VENDOR and VENDOR INDIVIDUALS shall maintain the confidentiality of all information received in the course of performing the

SERVICES, provided such information is (i) marked or identified as “confidential” or “privileged,” (ii) verbally disclosed by the discloser as confidential or privileged at the time of disclosure, or (iii) reasonably understood to be confidential or privileged

- b. VENDOR understands that student data is confidential. VENDOR or VENDOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after VENDOR and OUSD execute (i) a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E, if VENDOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if VENDOR is not a software vendor. Notwithstanding Paragraph 23 (Indemnification), should VENDOR or VENDOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
 - c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.
8. Ownership.
- a. Each Party acknowledges and understands that the other Party possesses certain intellectual property and expertise, whether or not patentable, including, but not limited to, methodologies, techniques, strategies, software, technical solutions, processes, information, and experience, all of which has been independently developed by a Party prior to and unrelated to this Agreement which it brings to this engagement (“Pre-Existing IP”). Each Party agrees that all Pre-Existing IP, which includes all improvements thereto, shall be and remain the exclusive property of such Party and that the other Party will have no interest therein unless otherwise stated in this Agreement.
 - b. VENDOR will use OUSD’s data shared under the Data Sharing Agreement executed between the PARTIES for the SERVICES. VENDOR is and will be the owner of the evaluation reports (excluding any OUSD Data) (the “Results”) created under this Agreement and nothing in this Agreement will be deemed or interpreted to transfer ownership of any such rights to OUSD. “VENDOR Works” shall include the Results, , systems, code, and other works of authorship that VENDOR creates in connection with the Services under this Agreement (“VENDOR Works”), which may or may not be based upon or constitute improvements of VENDOR’s Pre-Existing IP, and all rights (including copyrights) thereto shall be owned by VENDOR. For the avoidance of doubt, VENDOR WORKS shall not include any OUSD Pre-Existing IP, OUSD Data or OUSD Confidential Information.
 - c. VENDOR shall grant OUSD the perpetual, irrevocable, royalty-free, worldwide, fully-paid-up, non-transferable, non-exclusive license to use the VENDOR Works produced in conjunction with the Services provided under this Agreement. To the extent any VENDOR Works which VENDOR licenses to OUSD includes VENDOR Pre-Existing IP, VENDOR shall grant to OUSD a perpetual, irrevocable, royalty-free, worldwide, fully-paid-up, non-transferable, non-exclusive, limited license to use such VENDOR Pre-Existing IP to the extent necessary to use or operate the VENDOR Works. To the extent the VENDOR Works include only derivative works based upon VENDOR Pre-Existing IP, only the newly created derivative work shall be licensed to OUSD.
 - d. Prior to publishing the Results or otherwise publicly making available the Results, VENDOR shall provide written notice to OUSD thereof and give OUSD twenty (20) days from receipt of such notice to provide VENDOR with the appropriate source citation for the data as determined by OUSD, if, in OUSD’s sole discretion, OUSD desires to be cited. If OUSD does not desire to be cited or does not respond to the aforementioned notice, VENDOR may publish the Results so long as any data has been aggregated, anonymized and transformed in such a manner that it is in no way identifiable. Vendor acknowledges and agrees that OUSD may publish or otherwise publicly make available the Results.

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 upon reasonable notice 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 under this Agreement Including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the SERVICES. OUSD reserves the right to direct VENDOR to redo the SERVICES, in whole or in part, if OUSD, in its sole discretion, determines that the SERVICES were not performed in accordance with this AGREEMENT. In the event any re-performance is required, OUSD shall outline any deficiencies in writing and provide them to VENDOR. VENDOR shall be afforded reasonable time to correct the deficiencies.

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 to the best of its professional knowledge and belief 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 to the best of its professional knowledge and belief 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 30 days of effective date of this AGREEMENT (and within 30 days of each new policy year thereafter during the TERM). Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured. The requirements of this subparagraph may be specifically waived as noted in Exhibit A.
- b. Workers' Compensation Insurance. VENDOR shall procure and maintain, at all times during the TERM of this AGREEMENT, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease. The requirements of this subparagraph may be specifically waived as noted in Exhibit A.

17. Testing and Screening.

- a. Tuberculosis Screening. VENDOR shall ensure that all VENDOR INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a VENDOR INDIVIDUAL, that VENDOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that VENDOR INDIVIDUAL is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit a VENDOR INDIVIDUAL to the examination instead of the risk assessment. The requirements of this subparagraph may be specifically waived as noted in Exhibit A.
- b. Fingerprinting/Criminal Background Investigation. For all VENDOR INDIVIDUALS providing the SERVICES, VENDOR shall ensure completion of fingerprinting and criminal background investigation and shall request and regularly review subsequent arrest records. VENDOR confirms that no VENDOR INDIVIDUAL providing the SERVICES has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. For purposes of this

subparagraph, VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services. The requirements of this subparagraph may be specifically waived as noted in Exhibit A.

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

19. Health and Safety Orders and Requirements; Site Closures.
 - a. VENDOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities (“Orders”).
 - b. Except as possibly stated otherwise in Exhibit A, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
 - c. Except as possibly stated otherwise in Exhibit A, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
 - d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.

20. Conflict of Interest.
 - a. VENDOR and all VENDOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
 - b. VENDOR affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between VENDOR’s family, business, or financial interest and the SERVICES provided under this AGREEMENT, and in the event of any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such

change will be immediately brought to OUSD's attention in writing.

- c. Through its execution of this AGREEMENT, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, VENDOR agrees it shall immediately notify OUSD in writing.
21. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. VENDOR certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).
 22. Limitation of OUSD Liability. OUSD shall have no financial obligations under this Agreement other than as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Services performed in connection with this Agreement.
 23. Indemnification.
 - a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend, and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's negligent performance of this AGREEMENT. If applicable, 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 reasonable 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, which consent shall not be unreasonably withheld or delayed and any assignment without the express prior written consent of OUSD shall be null and void.
29. **No Rights in Third Parties.** This AGREEMENT does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
30. **Litigation.** This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.

31. Incorporation of Recitals and Exhibits. Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
32. Integration/Entire Agreement of Parties. This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This AGREEMENT may be amended or modified only by a written instrument executed by both PARTIES.
33. Severability. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
34. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.
35. Captions and Interpretations. Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.
36. Calculation of Time. For the purposes of this AGREEMENT, "days" refers to calendar days unless otherwise specified and "hours" refers to hours regardless of whether it is a work day, weekend, or holiday.
37. Counterparts and Electronic Signature. This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
38. W-9 Form. If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.

39. Agreement Publicly Posted. This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
40. Signature Authority.
 - a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.
 - b. Notwithstanding subparagraph (a), VENDOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.
41. Contract Contingent on Governing Board Approval. The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy.
42. **PUBLICITY & PUBLICATION.** VENDOR and OUSD agree to obtain written approval from each other prior to issuing any press release or other publicity in connection with this Agreement.

REST OF PAGE INTENTIONALLY LEFT BLANK

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

VENDOR

Name: Joseph Wagner _____

Signature: Joseph Wagner Jr.
Digitally signed by Joseph Wagner Jr.
Date: 2024.08.09 10:10:39 -04'00'

Position: Vice President; Contracts and Procurement _____ Date: _____

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: Curtiss Sarikey

Signature: 

Position: Chief Partnership Officer Date: 8/22/2024

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

Name: Kyla Johnson-Trammell

Signature: _____

Position: Superintendent Date: _____

Approved as to form and procedure by:
OUSD Staff Counsel: Roxanne De La Rocha


Signature

8/7/2024
Date

3. Compensation. VENDOR may impose the following costs on families and students: None. __

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: Sarah Strom _____
Address: 1400 Crystal Drive, 10th Floor _____
City, ST Zip: Arlington, VA 22202 _____
Phone: (202) 403-6248 _____
Email: sstrom@air.org _____

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

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

Workers' Compensation Insurance. Waiver typically available by OUSD if VENDOR has no employees.

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

Tuberculosis Screening. Waiver typically available by OUSD if VENDOR INDIVIDUALS will have no in-person contact with OUSD students.

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

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

Yes, the SERVICES would be able to continue as described herein.

No, the SERVICES would not be able to continue.

DATA SHARING AGREEMENT

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

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

The PARTIES hereby agree as follows:

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

3. Privacy Compliance. RECIPIENT shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including the Family Educational Rights and Privacy Act, the Children's Online Privacy Protection Act, the Protection of Pupil Rights Amendment, the Student Online Personal Information Protection Act, AB 1584, and all other California privacy statutes.
4. Advertising Prohibition. RECIPIENT is prohibited from using or selling OUSD Data to: (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by RECIPIENT; (c) develop a profile of a student, family member/guardian, or group for any commercial purpose unless authorized by a separate agreement with OUSD; or (d) use the OUSD Data for the development of commercial products or services. The foregoing does not prohibit RECIPIENT from using OUSD de-identified data for the development of commercial products or services in accordance with the Ownership Provision in the No Cost Service Agreement signed between the parties. The foregoing does not prohibit RECIPIENT from using OUSD de-identified data for the development of commercial products or services in accordance with the Ownership Provision in the No Cost Service Agreement signed between the parties.
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 to the best of its professional information, knowledge and belief, 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 to the best of its professional information, knowledge and belief, 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 return all OUSD data to OUSD
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, 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 negligent performance of this AGREEMENT. If applicable, 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 reasonable 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 attorney's 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: Joseph Wagner _____

Signature: Joseph Wagner Jr. Digitally signed by Joseph Wagner Jr. Date: 2024.08.15 13:16:58 -04'00'

Position: Vice President; Contracts and Procurement _____

Date: _____

OUSD

Name: Juan Du _____

Signature: Juan Du _____

Position: Executive Director, Research, Assessment and I _____

Date: 08/23/2024 _____

Board President (for approvals)

Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell _____

Signature: _____

Position: Superintendent _____

Date: _____

Approved as to form and procedure by:
OUSD Staff Counsel: Roxanne De La Rocha


Signature

8/14/2024
Date

DATA SHARING AGREEMENT
EXHIBIT A

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

RECIPIENT: American Institutes for Research _____

OTHER AGREEMENTS BETWEEN THE PARTIES:

- No Cost Service Agreement executed on or around the date of this 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> | Metadata on user interaction with application | <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 checked="" type="checkbox"/> |
| | Number of absences | <input checked="" type="checkbox"/> |
| <i>Communications</i> | Online communications that are captured (emails, blog entries, etc.) | <input type="checkbox"/> |
| <i>Conduct</i> | Number of suspensions | <input checked="" type="checkbox"/> |
| | Days suspended | <input checked="" type="checkbox"/> |
| | Gender | <input checked="" type="checkbox"/> |
| | Race/ethnicity | <input checked="" type="checkbox"/> |
| | Date of birth | <input checked="" type="checkbox"/> |
| <i>Demographics</i> | Special ed. flag | <input checked="" type="checkbox"/> |
| | Home language | <input checked="" type="checkbox"/> |
| | Language proficiency | <input checked="" type="checkbox"/> |
| | Birth country | <input checked="" type="checkbox"/> |

| | | |
|---|---|-------------------------------------|
| <i>Enrollment</i> | School | <input checked="" type="checkbox"/> |
| | Grade level | <input checked="" type="checkbox"/> |
| <i>Parent/Guardian Contact Information</i> | Name | <input type="checkbox"/> |
| | Address | <input type="checkbox"/> |
| | Email | <input type="checkbox"/> |
| | Phone | <input type="checkbox"/> |
| <i>Schedule</i> | Student scheduled courses | <input type="checkbox"/> |
| | Teacher names | <input type="checkbox"/> |
| <i>Special Indicator</i> | English language learner | <input checked="" type="checkbox"/> |
| | Socio-economic disadvantaged (SED) status (Note: OUSD cannot share Free/Reduced Lunch status as a standalone data element) | <input checked="" type="checkbox"/> |
| | Newcomer | <input type="checkbox"/> |
| | Title 1 flag (schoolwide) | <input checked="" type="checkbox"/> |
| | | |
| <i>Student Contact Information</i> | Name | <input checked="" type="checkbox"/> |
| | Address | <input checked="" type="checkbox"/> |
| | Email | <input type="checkbox"/> |
| | Phone | <input type="checkbox"/> |
| <i>Local Identifiers</i> | Local student ID number | <input checked="" type="checkbox"/> |
| | Teacher ID number | <input type="checkbox"/> |
| | State student ID number | <input checked="" 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 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 checked="" type="checkbox"/> |
| | Cumulative GPA | <input checked="" 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>Graduating class year</u> | |
| | • <u>Enrollment status</u> | |
| | • <u>Graduation or promotion status</u> | |
| | • <u>Number of excused absences (if available)</u> | |
| | • <u>Number of unexcused absences (if available)</u> | |
| | • <u>Number of disciplinary referrals</u> | |
| • <u>Other variables listed in research application</u> | <input checked="" type="checkbox"/> | |

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: July 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: September 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: Sarah Strom _____
Address: 1400 Crystal Drive, 10th Floor _____
City, ST Zip: Arlington, VA 22202 _____
Phone: (202) 403-6248 _____
Email: sstrom@air.org _____

DSA AIR NOAB AATF FE (3)

Final Audit Report

2024-08-23

| | |
|-----------------|--|
| Created: | 2024-08-23 |
| By: | Thuydung Nguyen (thuydung.nguyen@ousd.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAmNdiwAU4VAOfekICkp-5-bcCFZN-sg_b |


"DSA AIR NOAB AATF FE (3)" History

 Document digitally presigned by Joseph Wagner Jr. (jwagner@air.org)


2024-08-15 - 5:16:58 PM GMT - IP address: 104.192.8.106

 Document created by Thuydung Nguyen (thuydung.nguyen@ousd.org)

2024-08-23 - 5:27:32 PM GMT - IP address: 104.192.8.106

 Document emailed to Juan Du (juan.du@ousd.org) for signature

2024-08-23 - 5:30:25 PM GMT

 Email viewed by Juan Du (juan.du@ousd.org)

2024-08-23 - 10:59:20 PM GMT - IP address: 66.249.84.66

 Document e-signed by Juan Du (juan.du@ousd.org)

Signature Date: 2024-08-23 - 10:59:52 PM GMT - Time Source: server- IP address: 104.192.8.103

 Agreement completed.

2024-08-23 - 10:59:52 PM GMT

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:

02/05/2024

Name of researchers/applicant:

Candace Hester, Melissa Yisak, Sami Kitmitto, Sarah Peko-Spicer

Organization:

American Institutes for Research

Address:

1400 Crystal Drive 10th Floor, Arlington, VA 22202

Phone & Email:

speko-spicer@air.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?*

This is an evaluation.

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

Yes

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.

Dexter Moore, dexter.moorejr@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.*

A write-up of the study results will be shared with OUSD in Fall 2026.

Section 2

Title of project

Evaluation of Oakland and Richmond's Neighborhood Opportunity and Accountability Board [NOAB]

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.

June 15, 2024 - September, 30 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.

The National Institute for Criminal Justice Reform (NICJR) has developed NOAB, a novel point-of-arrest restorative diversion program for youth arrested for a range of felonies or multiple misdemeanor charges. Youth who are referred to NOAB co-create an Individual Achievement Plan with their family and community members that is used to connect the young person to community-based programming based on their needs. NOAB youth who complete their plans have their arrest and charge rescinded and have no further contact with the juvenile justice system for the referring incident. NICJR partnered with Oakland, CA to pilot NOAB in 2020. In this study, AIR will evaluate the implementation of NOAB, proximal outcomes for youth served by NOAB, and NOAB's impact on youth education, justice system outcomes, and youth and family health and well-being. The research questions related to NOAB's impact on youth outcomes are:

1. What are the education outcomes (e.g., attendance rate, graduate rate, suspension rate) for NOAB participants?
2. Does NOAB participation improve youth education and justice system outcomes when compared to youth who are formally processed by the juvenile justice system?
3. How do differences in NOAB's impact on youth education and justice system outcomes vary by youth and family background.

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.

To understand the degree to which NOAB impacts youth education and justice-system outcomes, we will conduct a matched-comparison design using administrative data collected from NICJR, the Alameda County Probation Department, the San Francisco Juvenile Probation Department, and Oakland Unified School District.

This study will not require primary data collection activities in Oakland Unified School District.

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.

Impact of the NOAB program will be determined by comparing outcomes for youth participating in NOAB to similar youth who do not participate in the program and instead go through the traditional justice system. Using propensity score matching, we will identify non-NOAB participating youth in the justice system data who are similar to NOAB participants based on key characteristics, to develop a matched comparison group. This selection model will account for youth-level characteristics (e.g., race, gender), arrest characteristics (e.g., neighborhood, time, severity of offense). After similar matches are identified, we will examine NOAB participants' and matched nonparticipants' education and justice system outcomes using multilevel modeling procedures.

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

There are no direct benefits to students participating in this study.

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

There are no known risks to students participating in this study.

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

AIR will gladly share findings with OUSD staff and support efforts to apply the findings to OUSD plans to address student behavior through restorative and community-based models. AIR will also provide OSUD with a \$500 stipend for the data extracts.

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

There are no known risks to OUSD for sharing administrative records to support this study.

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

For this study, AIR will request student-level records for all OUSD students in grades 6 and above for the 2018-19 through 2024-25 school years. This would support AIR in finding appropriate matches for the youth served by NOAB in the 2019-20 to 2023-24 school years (who range in age from 13 to 17) as well as support evaluation of the impact of NOAB on these students' education outcomes.

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).

The study design relies entirely on district administrative records and will require OUSD staff to prepare a data extract, deliver the data file(s) securely and electronically to the study team, and answer questions from the study about the data to ensure that they are used validly. The study does not require any additional data collection from students, teachers, or parents in OUSD or support from school staff.

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). AIR will request student identifiers (e.g., IDs, names, dates of birth) to link records between school administrative data and data provided by the Alameda County and San Francisco Juvenile Probation Departments; demographic data (e.g., age, gender, race/ethnicity, IEP status), enrollment data (e.g., enrollment status, leave codes, grade level, school) to ensure that NOAB youth are appropriately matched to non-participating youth and to support analyses on how impacts vary for different groups of students; and, attendance data (e.g., number of absences, number of unexcused absences), conduct data (e.g., number of suspensions, length of suspension), and academic achievement data (e.g., GPA, SBAC scores) to answer our research questions related to the impact of NOAB on student achievement. All data elements will be requested for all district students in grades 6 and above for the 2018-19 through 2024-25 school years.

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.

For this study, we will request data at two time points. The first will be in Summer 2024 for student-level records for all district students in grades 6 and above for the 2018-19 through 2022-23 school years. We will use this data to support preliminary analyses and establish a smooth data cleaning and analysis process. The second request will be in Summer or Fall 2025 for the remaining years of the complete data set; that is, student-level records for all district students in grades 6 and above for the 2023-24, and 2024-25 school years.

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 | X |
| | Number of absences | X, split into excused and unexcused if possible |
| Communications | Online communications that are captured (emails, blog entries) | |
| Conduct | Number of Suspensions | X, split into type (ISS, OSS), if possible |
| | Days suspended | X |
| Demographics | Gender | X |
| | Race/Ethnicity | X |
| | Special ed. flag | X |
| | Home language | X |
| | Language proficiency | X |
| | Birth country | X |
| Enrollment | School | X |
| | Grade level | X |
| | Other - please specify | Class year, enrollment status, leave codes |
| | Name | |

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

| | | |
|--|---|---|
| | Other - please specify | |
| Transcript | Student course grades | |
| | Current year GPA | X |
| | Cumulative GPA | X |
| Transportation (These can only be given out for DSAs) | Student bus assignment | |
| | Student pick up and/or drop off location | |
| | Student bus card ID number | |
| | Other - Please specify | |
| Other | Please list each additional data element used, stored, or collected | Enrollment in continuation schools, housing stability indicator, school indicator of active R.J program |

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) Sarah Peko-Spicer, 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>.

Sarah Peko-Spicer
Signature of signatory for Researching Organization

02/05/2024
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, Sarah Peko-Spicer, 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

02/05/2024
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, _____, on behalf of the Researching Organization, agree to the following on behalf of myself and any researchers in my organization who will be working with Oakland Unified School District (OUSD) data or conducting research in OUSD:

I am requesting data under the following exception to FERPA.

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

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

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

Signature of signatory for Researching Organization

02/05/2024
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**