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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Juan Du, Executive Director, Research, Assessment and Data Department

Meeting Date December 11, 2024

Subject Memorandum of Understanding - American Institutes for Research – Research, Assessment, and Data Department

Ask of the Board Approval by the Board of Education of a Memorandum of Understanding by and between the District and American Institutes for Research (AIR), Arlington, VA, for the latter to provide to improve the Staff Survey, which is part of the California Healthy Kids Survey (CHKS), along with associated tools for sharing and understanding the data. AIR will draw on content evidence, expert advice, and practitioner input to redesign the survey instrument, provide recommendations for improving the reporting dashboard, and develop an interpretation protocol; offer technical assistance services to help school and district leadership to use the components of this measurement system to identify and address issues of practice; develop a technical guide to help districts scale up the measurement system following completion of the project; publish research evidence to inform a wider audience of state and local education agencies about the improvements to the measurement system, for the period of November 1, 2024 through December 31, 2029, in an amount not to exceed \$56,000.00, provided to OUSD over the course of two academic years to support CHKS operations and incentives for participation, as well as staff time for participating in the Stakeholder Advisory Group.

Background The American Institutes for Research (AIR) is working with Oakland Unified School District (OUSD) and CORE to improve the Staff Survey, which is part of the California Healthy Kids Survey, along with associated tools for sharing and understanding the data. This study is testing methods informed by evidence, expert input, and feedback from practitioners to improve the process of collecting, sharing, and using survey data. These efforts will help OUSD and other school districts access support and knowledge for how to clearly and accurately measure, report, and understand data from staff surveys.

Discussion The American Institutes for Research (AIR) is excited to partner with Oakland Unified School Districts (OUSD), WestEd, Education Northwest, and CORE Districts to improve the Staff Survey, which is part of the California Healthy Kids Survey,

along with associated tools for sharing and understanding the data. AIR will draw on content evidence, expert advice, and practitioner input to redesign the survey instrument, provide recommendations for improving the reporting dashboard, and develop an interpretation protocol. AIR will provide technical assistance services to help school and district leadership to use the components of this measurement system to identify and address issues of practice. Additionally, AIR will develop a technical guide to help districts scale up the measurement system following completion of the project. AIR will also publish research evidence to inform a wider audience of state and local education agencies about the improvements to the measurement system.

Fiscal Impact

This project has a positive fiscal impact, as AIR will provide OUSD \$56,000.00 over the course of two academic years. These funds have been allocated to support CHKS operations and incentives for participation, as well as staff time for participating in the Stakeholder Advisory Group.

Attachment(s)

- Memorandum of Understanding
- FORM-J - Participant Protection Assurance (PPA for Collaborators) - OUSD AATF 5.17.24
- Data and Research Application - American Institutes for Research

Memorandum of Understanding Between the American Institutes for Research in the Behavioral Sciences and the Oakland Unified School District for the “Generating and Reporting Staff Ratings of Quality Working” Grant Conditions in K–12 Schools

1. Background

The American Institutes for Research in the Behavioral Sciences (AIR) has received a grant from the AIR Equity Initiative. Oakland Unified School District (OUSD) will partner with AIR as subrecipient of the “Generating and Reporting Staff Ratings of Quality Working” grant. OUSD and its primary points of contact defined in Section 5 will receive a total of \$56,000 to complete the specified responsibilities and expectations defined in Section 3 of this agreement. AIR will partner with OUSD to redesign the staff ratings of quality working conditions (SRQWC) measurement system.

2. Term

The term (“Term”) of this Agreement is from the final execution date of this Agreement to December 31, 2026. Any changes to this Agreement will only be considered valid if they are formalized in writing and mutually agreed upon by both Parties.

3. Responsibilities of the Parties

During the Term, the Parties agree to uphold and adhere to the specified responsibilities and expectations as set forth below and in this Agreement’s Appendices. These Appendices include:

- Appendix A – Scope of Work
- Appendix B – Budget

4. Payments

This is a firm fixed price MOU with a Ceiling Value in the total amount of \$56,000, for the satisfactory completion of the work set forth in Appendix A. OUSD will invoice AIR in accordance with the payment schedule set forth in Appendix B of this Agreement.

OUSD will submit invoices to accountspayable@air.org with a copy to the AIR Project Director, **Ben West** (bwest@air.org).

5. Points of Contact

The primary points of contact for the Parties are as follows:

As identified below in Exhibit A, the following are points of contact for AIR’s Study Team:

- Ben West, AIR Project Director

As identified below in Exhibit A, the following are points of contact for OUSD:

- Christina McClain, OUSD Statistician
- Scout Leonard, OUSD Community Schools and Student Services Data Analyst

6. District Information and Research Information/Rights in Data

OUSD may provide AIR with certain information and data belonging to it for the purposes of providing the Services that may or may not constitute Confidential Information (“OUSD Data”). OUSD Data provided to AIR under this Agreement shall be and remain the property of OUSD and shall be used only for the purposes of providing Services under this Agreement. AIR may also collect or assemble certain data and information in the course of providing Services under this Agreement, some of which may be protected by law or obtained pursuant to conditions set forth during the approval of collection instruments by an Internal Review Board. Such data and information shall be procured, handled, and maintained by AIR in accordance with all applicable requirements, laws, regulations, and governing ethical principles.

7. Confidentiality and Data Addendum Agreement

a. OUSD may share information with AIR pursuant to this AGREEMENT in order to further the purposes thereof. AIR shall maintain the confidentiality of all information received in the course of performing the SERVICES, provided such information is (i) marked or identified as “confidential” or “privileged,” or (ii) reasonably understood to be confidential or privileged.

b. AIR understands that student data is confidential. AIR may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT Notwithstanding section 9 (Indemnification), should VENDOR or VENDOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, AIR 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. This agreement and the accompanying DSA shall form the data use procedure for this agreement. In the event of a data related conflict between this agreement and the DSA, the terms of the DSA shall govern.

8. Insurance

a. Commercial General Liability Insurance. AIR 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 sexual misconduct and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall

name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this AGREEMENT (and within 15 days of each new policy year thereafter during the TERM). Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against AIR. The policy shall protect AIR 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. AIR 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**.

9. Indemnification

a. To the furthest extent permitted by California law, AIR 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 AIR's performance of this AGREEMENT. AIR 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. AIR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at AIR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that AIR proposes to defend OUSD Indemnified Parties.

b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless AIR and AIR 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 AIR and INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.

10. Termination

Either Party may terminate this Agreement with thirty (30) days written notice to the other Party. In the event of termination pursuant to this paragraph, AIR shall be

obligated to compensate OUSD for all Services performed up to the date of termination. In the event of termination by AIR pursuant to paragraph, AIR shall be obliged to compensate OUSD for any work successfully completed prior to termination.

11. Changes and Modifications

Except as otherwise provided herein, any changes to this Agreement will only be considered valid if they are formalized in writing and mutually agreed upon.

12. Retention and Inspection of Records

OUSD shall retain all books, accounts, reports, files and other records relating to the performance of the Agreement for a period of five (5) years after the end of the term of the Contract awarded to AIR by Equity Initiative and to make such documents open to inspection and audit at reasonable times.

13. Intellectual Property Copyright and Ownership

Any intellectual property owned by AIR or OUSD prior to the execution of this agreement shall remain the property of the respective party. AIR shall retain the right, title, and interest in the intellectual property produced by AIR as part of the study, including the final study results and the right to publish de-identified study findings. OUSD shall be allowed to use the completed materials and results indefinitely/in perpetuity.

The individuals signing below on behalf of the parties hereby represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of each respective party and that this Agreement is binding upon the parties in accordance with the terms herein.

**FOR the American Institutes for
Research in the Behavioral Sciences
(AIR)**

Kate Haaf

AIR Signature
Kate Haaf, Director of Contracts

Title
November 11, 2024

Date

FOR the Oakland Unified School District

Juan Du

District Signature
Juan Du, Executive Director, Research, Assessment and Data

Title
11/12/2024

Date
94-6000385

EIN

Sondra Aguilera

Sondra Aguilera
Chief Academic Officer

11/14/2024

APPENDIX A – Scope of Work

OUSD Statement of Work

Timeline	Task	Activities
Final Execution Date of this Agreement—December 2024	Partnership Planning	<p>OUSD will prepare a budget, budget narrative and invoicing schedule Appendix B. AIR will use these materials to prepare a subcontract for OUSD. OUSD’s board and legal team will review and return a signed copy.</p> <p>AIR will schedule the first quarterly partnership meeting to occur during July 2024. Subsequent partnership meetings will occur during the following months: September 2024, December 2024, March 2025, June 2025, September 2025, December 2025, March 2026, June 2026, September 2026, and December 2026. AIR will facilitate and OUSD will participate in these meetings.</p>
Final Execution Date of this Agreement—December 2024	Human Subjects Procedures and Protection Plan	<p>To obtain Institutional Review Board (IRB) approval, AIR may ask OUSD to submit information (e.g., names) and documentation (signed Participant Protection Assurance forms) for any OUSD staff member who will be collecting data. OUSD will review and provide feedback on AIR consent forms for SAG participants. Additionally, OUSD will submit a new data-sharing agreement to WestEd for the 2025–26 school year. OUSD will require AIR to sign the “Pledge of Confidentiality” embedded in this data-sharing agreement so that WestEd will have authorization to send survey data directly to AIR.</p>
Final Execution Date of this Agreement—December 2024	Stakeholder Advisory Group (SAG) Recruitment	<p>OUSD will identify and recruit eight members—two district-level administrators, two school administrators, two instructional staff members, and two noninstructional members—of the SAG.</p> <p>AIR will schedule the first quarterly SAG meeting during September 2024. Subsequent quarterly meetings will occur during the following months: December 2024, March 2025, June 2025, September 2025, and December 2025.</p> <p>AIR will facilitate these SAG meetings to obtain practitioner input about the redesigned measurement system.</p>
Final Execution Date of this Agreement—December 2024	Redesign of Survey Instrument	<p>AIR will present, and OUSD will review and provide feedback about, the proposed items for the SRQWC questionnaire during the quarterly partnership meeting in December 2024.</p>
October 2024–March 2025	Redesign of Reporting Dashboard and Interpretation Protocol	<p>AIR will draw on technical assistance strategies to provide OUSD with recommendations to redesign the reporting dashboard. OUSD will prototype a redesigned reporting dashboard in Tableau and present it to the partners and SAG during their respective quarterly meetings in March 2025.</p>

Timeline	Task	Activities
April 2025– June 2025	Expert Review to Generate Validity Evidence Based on Test Content	Education Northwest will present revised items during the quarterly partnership meeting in June 2025. OUSD will participate in this meeting. The purpose of this partnership meeting is to discuss key takeaways from Education Northwest’s findings and presentation about suggested revisions to improve the quality of the working conditions survey items.
July 2025– September 2025	Cognitive Interviews to Generate Validity Evidence Based on Response Processes	<p>AIR will invite five SAG members to participate in virtual cognitive interviews with the goal of identifying potential sources of misunderstanding (e.g., language that the population of interest does not understand) on the newly revised items of the SWQRC survey. OUSD and CORE Districts will help to ensure sufficient participation, as needed.</p> <p>AIR will present findings from these cognitive interviews during the September 2025 partnership meeting. OUSD will participate in this meeting.</p>
October 2025– December 2025	Focus Group to Generate Evidence for Validity Based on the Consequences of Measurement	<p>AIR will invite SAG members to participate in a virtual focus group with the goal of better understanding how stakeholders may use the reporting dashboard (for a fictional school) and interpretation protocol and to assess the degree to which these uses are in alignment with those proposed by the partnership. OUSD and CORE Districts will help to ensure sufficient participation, as needed.</p> <p>AIR will analyze data from these focus groups to clarify intended interpretations of the reporting dashboard and uses of the interpretation protocol. AIR will present these recommendations to the SAG and partners during their quarterly meetings in December 2025. OUSD will participate in this meeting.</p> <p>During the December 2025 partnership meeting, OUSD (with input from AIR and CORE Districts) will select items for inclusion in the survey that WestEd will administer between February and March of 2026. AIR will recommend that, in addition to administering 13 newly designed items to increase content representation, OUSD retain the 13 most informative items identified by West (2022) as a common anchor to preserve continuity with CORE’s original 26-item survey, which will still be in use by other CORE-affiliated districts during this pilot.</p>
January 2026–March 2026	Survey Administration	OUSD will also assist with the coordination of communications and reminders about the survey during the administration window. In addition, OUSD will determine and provide incentives to survey participants either at the school or individual level. OUSD and WestEd will update the partners about the status of data collection during the March 2026 quarterly meeting.

Timeline	Task	Activities
April 2026– June 2026	Statistical Analyses to Generate Reporting Dashboard	OUSD and AIR will work in partnership to process and analyze the survey data to prepare metrics for the reporting dashboards. OUSD will also be responsible for estimating item category response frequencies and reporting these for groups of staff (of 10 or more respondents) as well as OUSD schools in the dashboard. In July 2026, OUSD will publish the dashboard for its schools. The partners will convene for their quarterly meeting in June 2026.
July 2026– September 2026	Statistical Analyses to Generate Validity Evidence Based on Internal Structure and Relations with Other Variables	AIR will invite SAG members to participate in a focus group after WestEd administers the pilot survey and AIR validates the survey items. This focus group will focus on soliciting SAG member input about why a given survey item may lack consistent construct meaning across groups. OUSD and CORE Districts will help to ensure sufficient participation, as needed. The partners will convene for their quarterly meeting in September 2026.
July 2026– December 2026	Implementation of Reporting Dashboards and Interpretation Protocol Through Webinars	OUSD will assist AIR in inviting 84 OUSD school administrators districtwide to participate in one of six offered AIR-facilitated virtual and interactive webinars. AIR will limit webinars to 14 participants each to better help facilitate conversation and engagement. The purpose of the webinars will be to guide participants in the use of the interpretation protocol as well as real-time meaning making of the reporting dashboard and to identify implications for action, such as changes to school personnel management policies or improvement plans. AIR facilitators may also leverage engagement strategies, including small groups to interpret data, digital whiteboards (e.g., Jamboard, Mural) to draw conclusions, and chat boxes to share questions and concerns. AIR will record webinars and make the recordings available to OUSD and CORE Districts.
October 2025– December 2026	Technical Guide to Maintain and Scale Redesigned Measurement System	OUSD will provide thought partnership, review, and feedback on the AIR drafted SRQWC Technical Report Guide. AIR will facilitate its final quarterly partnership meeting in December 2026.

^a To ensure timely execution of the work, AIR requests feedback from OUSD and relevant partners within 7 to 10 business days of the initial request.

APPENDIX B – Budget Terms

Budget

As outlined in the Budget Table below, the total value of OUSD’s firm, fixed-price MOU is \$56,000. It is intended to cover costs for labor, subcontractor fees, supplies, and travel between the final execution date of this agreement and December 31, 2026.

Budget Table

Year	Category	Description	Amount
Final Execution Date of this Agreement - 12/31/2024	Labor	OUSD will be responsible for preparing a budget, budget narrative, and invoicing schedule; submitting a Participant Protection Assurance; reviewing and providing feedback on the SAG consent forms; completing the recruitment of SAG members; submitting a new Data Sharing Agreement to WestEd, including a Pledge of Confidentiality from AIR; reviewing and providing feedback on the proposed items for the SRQWC questionnaire; and attending the quarterly partnership and SAG meetings.	\$10,000
	Subcontract	OUSD will be responsible for paying WestEd's fees.	\$3,500
1/1/2025 - 12/31/2025	Labor	OUSD will be responsible for using AIR’s recommendations to prototype a redesigned reporting dashboard in Tableau; presenting the prototype to the partners and SAG; revising the prototype in response to feedback from the partners and SAG; providing feedback on item revisions presented by AIR and Education Northwest; ensuring sufficient participation in SAG interviews about survey items; determining which items will be administered on the 2026 Staff Survey component of the California Healthy Kids Survey; and attending the quarterly partnership and SAG meetings.	\$10,000
	Subcontract	OUSD will be responsible for paying WestEd's fees.	\$3,500
1/1/2026 - 12/31/2026	Labor	OUSD will be responsible for cleaning and analyzing data; collaborating with AIR to prepare metrics for the reporting dashboards and estimating item category response frequencies for groups of staff (10 or more respondents) and OUSD schools for inclusion in the dashboard; developing and publishing the dashboard; helping to ensure sufficient participation in SAG focus groups about survey items; assisting AIR in inviting 84 OUSD school administrators to participate in one of six AIR-facilitated virtual webinars; providing thought partnership, review, and feedback on the AIR-drafted SRQWC Technical Report Guide; and attending the quarterly partnership meeting.	\$10,000
	Subcontract	OUSD will be responsible for paying WestEd's fees.	\$3,500
	Supplies	OUSD will be responsible for administering the Triple Crown Achievement, California Healthy Kids Survey Coordinator Incentives	\$12,500
	Travel	OUSD will be responsible for sharing insights from this study at the California Educational Research Association Conference (location TBD)	\$3,500
	Total		\$56,000

OUSD Budget Assumptions

Labor

- \$30,000 will be allocated to support OUSD's primary points of contact, Christina McClain and Scout Leonard, for their labor on tasks including preparing a budget, budget narrative, and invoicing schedule; submitting a Participant Protection Assurance; reviewing and providing feedback on the SAG consent forms; completing the recruitment of SAG members; submitting a new Data Sharing Agreement to WestEd, including a Pledge of Confidentiality from AIR; reviewing and providing feedback on the proposed items for the SRQWC questionnaire; using AIR's recommendations to prototype a redesigned reporting dashboard in Tableau; presenting the prototype to the partners and SAG; revising the prototype in response to feedback from the partners and SAG; providing feedback on item revisions presented by AIR and Education Northwest; ensuring sufficient participation in SAG interviews about survey items; determining which items will be administered on the 2026 Staff Survey component of the California Healthy Kids Survey; cleaning and analyzing data; collaborating with AIR to prepare metrics for the reporting dashboards and estimating item category response frequencies for groups of staff (10 or more respondents) and OUSD schools for inclusion in the dashboard; developing and publishing the dashboard; helping to ensure sufficient participation in SAG focus groups about survey items; assisting AIR in inviting 84 OUSD school administrators to participate in one of six AIR-facilitated virtual webinars; providing thought partnership, review, and feedback on the AIR-drafted SRQWC Technical Report Guide; and attending the quarterly partnership meeting.

Subcontract

- \$10,500 will be allocated to support fees for WestEd's subcontract with OUSD in 2024, 2025, and 2026, including WestEd's participation in quarterly meetings and administration of new survey items.
- \$10,000 will be allocated to support OUSD's and WestEd's expenses for administering the 2026 California Healthy Kids Survey, including the Staff Survey.

Supplies

- \$12,500 will be allocated to support incentives related to the 2026 administration of the Healthy Kids Survey. Specifically, OUSD will raffle and pay for up to five breakfasts for school sites achieving 'Triple Crown Status' (up to \$4,500 total) and provide 80 site-based staff who are coordinating California Healthy Kids Survey administration with an appreciation gift to incentivize their participation (up to \$8,000 total), totaling. In the event more than 5 schools achieve triple crown status, then winners will be selected at random.

Travel

- \$3,000 will be allocated to support hotel, transportation, and per diem expenses for two OUSD staff to attend the 2026 California Educational Research Association Conference.

Invoicing Schedule

As outlined in the Invoice Schedule Table below, AIR will provide payment to OUSD within 30 days of receipt of a complete invoice according to the 2024, 2025, and 2026 payment schedule.

Invoicing Schedule Table

Period	Date	Amount	Deliverable
Final Execution Date of this Agreement - 12/31/2024	12/15/2024	\$13,500	<ul style="list-style-type: none"> ▪ OUSD will prepare a budget, budget narrative, and invoicing schedule. ▪ OUSD will submit a Participant Protection Assurance form. ▪ OUSD will review and provide feedback on SAG consent forms and begin SAG member recruitment. ▪ OUSD will submit a new Data Sharing Agreement to WestEd, including a Pledge of Confidentiality from AIR. ▪ OUSD will review and provide feedback about the proposed items for the SRQWC questionnaire. ▪ OUSD will attend the quarterly partnership and SAG meetings.
1/1/2025 - 12/31/2025	03/15/2025	\$3,375	<ul style="list-style-type: none"> ▪ OUSD will use AIR's recommendations to prototype a redesigned reporting dashboard in Tableau. ▪ OUSD will present the prototype at the quarterly partnership and SAG meetings. ▪ OUSD will revise the prototype in response to feedback from the partners and SAG.
	06/15/2025	\$3,375	<ul style="list-style-type: none"> ▪ OUSD will present the prototype to the partners and SAG during their respective quarterly meetings in March 2025. ▪ OUSD will attend the quarterly partnership and SAG meetings.
	09/15/2025	\$3,375	<ul style="list-style-type: none"> ▪ OUSD will provide feedback on item revisions presented by AIR and Education Northwest. ▪ OUSD will attend the quarterly partnership and SAG meetings.
	12/15/2025	\$3,375	<ul style="list-style-type: none"> ▪ OUSD will help to ensure sufficient participation in SAG interviews about survey items. ▪ OUSD will determine which items will be administered on the 2026 Staff Survey ▪ OUSD will attend the quarterly partnership and SAG meetings.
1/1/2026 - 12/31/2026	03/15/2026	\$7,250	<ul style="list-style-type: none"> ▪ - ▪ OUSD will administer incentives for Triple Crown Achievement, California Healthy Kids Survey Coordinator Incentives ▪ OUSD will share insights from this study at the California Educational Research Association Conference. ▪ OUSD will attend the quarterly partnership meeting.
	06/15/2026	\$7,250	<ul style="list-style-type: none"> ▪ OUSD will clean and analyze of data. ▪ OUSD and AIR will work in partnership to prepare metrics for the reporting dashboards. OUSD will also be responsible for estimating item category response frequencies and reporting these for groups of staff (of 10 or more respondents) as well as OUSD schools in the dashboard ▪ OUSD will develop and publish the dashboard. ▪ OUSD will attend the quarterly partnership meeting.
	09/15/2026	\$7,250	<ul style="list-style-type: none"> ▪ OUSD will help to ensure sufficient participation in SAG focus group about survey items. ▪ OUSD will attend the quarterly partnership meeting.
	12/15/2026	\$7,250	<ul style="list-style-type: none"> ▪ OUSD will assist AIR in inviting 84 OUSD school administrators districtwide to participate in one of six offered AIR-facilitated virtual and interactive webinars ▪ OUSD will provide thought partnership, review, and feedback on the AIR drafted SRQWC Technical Report Guide. ▪ OUSD will attend the quarterly partnership meeting.
	Total	\$56,000	

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:

10/15/2024

Name of researchers/applicant:

Benjamin West, Ph.D.

Organization:

American Institutes for Research

Address:

1400 Crystal Drive, 10th Floor, Arlington, VA 22202

Phone & Email:

202-403-5333 & bwest@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?*

No

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.

Christina McClain (christina.mcclain@ousd.org) & Scout Leonard (scout.leonard@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.*

December 31, 2029

Section 2

Title of project

Generating and Reporting Staff Ratings of Quality Working Conditions in K-12 Schools

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.

November 1, 2024 through December 31, 2029

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 American Institutes for Research (AIR) is excited to partner with Oakland Unified School Districts (OUSD), WestEd, Education Northwest, and CORE Districts to improve the Staff Survey, which is part of the California Healthy Kids Survey, along with associated tools for sharing and understanding the data. AIR will draw on content evidence, expert advice, and practitioner input to redesign the survey instrument, provide recommendations for improving the reporting dashboard, and develop an interpretation protocol. AIR will provide technical assistance services to help school and district leadership to use the components of this measurement system to identify and address issues of practice. Additionally, AIR will develop a technical guide to help districts scale up the measurement system following completion of the project. AIR will also publish research evidence to inform a wider audience of state and local education agencies about the improvements to the measurement system.

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.

AIR will establish an advisory group to participate in various activities that will guide the improvement of the survey, reporting dashboard, and interpretation protocol. Additionally, five advisory group members will be chosen to provide feedback on survey questions to see if they interpret them similarly or differently. Participants may also offer suggestions for improving the survey items.

Five advisory group members will also be selected to use a data dashboard and a set of instructions to interpret data from a fictional school. This activity will help the study team understand how teachers, administrators, and staff might use the dashboard and tools to guide decision-making in their schools or districts. OUSD and WestEd will administer the redesigned survey to teachers and share the data with AIR. AIR will assist OUSD in leveraging Item Response Theory to identify and prioritize the most informative items in its reporting. Additionally, AIR will draw on administrative data from OUSD schools, staff, and students in a research report to inform a wider audience of state and local education agencies about the improvements to the measurement system.

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

The interview and focus group data from SAG members will be collected virtually on Zoom, analyzed in NVivo software, and used to improve the design of the measurement system. Findings will also be reported as part of the research manuscript. Qualitative analyses will include thematic coding (to identify implications for the design of the measurement system). The district-wide teacher survey will be collected by OUSD and WestEd, analyzed by OUSD and AIR in Stata, and findings will be used to inform the presentation of items in OUSD's reporting dashboard for the district and schools, and as part of the research manuscript about evidence-based improvement strategies for educator surveys. Quantitative analyses will leverage IRT (to determine item information), descriptive statistics and correlations (to provide context), and fixed effects models/inferential analyses (to assess relationships between the survey and related outcomes).

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

Advisory group members will have the opportunity to share feedback and express opinions on the survey and related tools. Survey participants will have the opportunity to provide feedback about their school environments.

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

There are no expected risks associated with serving as an advisory group member or survey participant beyond what participants might encounter in everyday life.

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

Collectively, these activities are intended to inform improvements to the quality of working conditions that support or hinder OUSD educators' ability to provide effective instruction and support student achievement.

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

There is a very small chance that the OUSD data (which will be deidentified and stored on a secure server) shared with AIR could be stolen. Aside from this, no other risks are anticipated.

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.

The advisory group will comprise eight staff from OUSD and four staff from CORE, including educators, school administrators, district leaders, and data analysts. The survey will be accessible to all OUSD educators.

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).

All SAG members will be asked to attend quarterly meetings between November 2024 and December 2025. Meetings will be between one to two hours in length and will be conducted virtually. The teacher survey will be administered in February 2026 and take 15-30 minutes to complete. The administrative data will not require any additional time for study participants.

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).

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.

Transfer of the 2024-25 data elements is requested as they become available but no later than June 1, 2025. Transfer of the 2025-26 data elements is requested as they become available but no later than June 1, 2026. However, the results of the Staff CHKS Survey for Grades K-12 should be provided immediately to allow AIR to help OUSD in analyses for the reporting dashboard.

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	X
	Local benchmark assessment results	
Attendance	Attendance rate	X
	Number of absences	X
Communications	Online communications that are captured (emails, blog entries)	
Conduct	Number of Suspensions	X
	Days suspended	X
Demographics	Gender	X
	Race/Ethnicity	X
	Special ed. flag	X
	Home language	X
	Language proficiency	X
	Birth country	X
Enrollment	School	X
	Grade level	X
	Other - please specify	X (enrollment start date, enrollment end date)
	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	X
	Teacher Names (only available for DSA)	
Special Indicator	English language learner	X
	Student low-income status (only available if data requested is de-identified)	X
	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	
	Address	
	Email	
	Phone	
Local Identifiers (These can only be given out for DSAs or when parent consent is signed)	Local student ID number	X
	Teacher ID number	X
	State student ID number	
	Provider/App assigned student ID number	
	Student app username	
	Student app password(s)	
	Dummy identifiers (please check here if data requested are de-identified)	X
Student In App Performance	Program/application performance (typing program - student types 60wpm, reading program - student reads below grade level) - Please specify	
Student Work	Student generated content; writing, pictures etc.	

	Other - please specify	
Transcript	Student course grades	
	Current year GPA	
	Cumulative GPA	
Transportation (These can only be given out for DSAs)	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other - Please specify	
Other	Please list each additional data element used, stored, or collected	X (Staff, Student, and Parent CHKS Surveys; All Staff Retention Survey)

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) Benjamin West, 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>.

Benjamin West
Signature of signatory for Researching Organization

10/15/2024
Date

Section 3b – Identified Data Request Agreement

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

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

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

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

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

Signature of signatory for Researching Organization

10/15/2024
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, Benjamin West, 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.

Benjamin West
Signature of signatory for Researching Organization

10/15/2024
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**



Participant Protection Assurance

This form is used by individual or organizational collaborators (e.g., consultants, co-investigators, temporary staff, recruiting firms, subcontractors) who will be collecting data from and/or analyzing data about human participants. The form documents assurance to protect the rights and welfare of research participants, and to abide by applicable regulations and the decisions of associated regulatory entities. The form must be completed and sent to IRBAdministrator@air.org before applicable work on the project begins. The form will be retained on file in AIR's IRB Office for the duration of the project.

Name of Institution with the Federalwide Assurance (FWA): American Institutes for Research

Applicable FWA #: FWA00003952

AIR Project Name Covered by this Assurance: Generating and Reporting Staff Ratings of Quality Working Conditions (SRQWC)

AIR Project Number: B&P 8D616

AIR Project Director: Ben West

Individual or Organization's Name: Oakland Unified School District

(1) The Individual or Organization accepts the responsibility to protect the rights and welfare of human participants involved in research conducted under this Assurance. This includes activities that involve collecting data from and/or analyzing individually-identifiable data about human participants. The Individual or Organization agrees to abide by the principles contained in the Ethical Principles and Guidelines for the Protection of Human Subjects of Research (e.g., [The Belmont Report](#)), which are summarized below. Organizations will ensure that all staff who work on this project have read and abide by these guidelines. Unless the AIR Project Director has indicated that a specific waiver has been approved by AIR's IRB, the principles below may not be modified.

Ethical Principles and Guidelines for the Protection of Participants

- I will use reasonable efforts ensure that human participants are exposed to no more than minimal risk for physical, mental, or emotional harm.
- I understand that participating in research is voluntary. There are very rare exceptions when participation in research may not be voluntary; these exceptions must be approved by AIR's IRB.
- If I collect data, I will fully inform participants about any applicable risks they may incur in participating, and I will obtain uncoerced informed consent from each participant for any personally identifiable data collected directly from them or from other sources. There are sometimes exceptions in relation to consent procedures; these exceptions must be approved by AIR's IRB.
- If I collect, transport, code, analyze, or otherwise deal with individually identifiable information, I agree to maintain the privacy of participants' identity and the confidentiality of the data to the extent such privacy and confidentiality are outlined in the project's informed consent document and/or are explained to me by the AIR Project Director.
-

(2) The Individual or Organization will comply with all other applicable institutional, federal, international, state, and local laws, regulations, and policies that may provide additional protection for human participants participating in research conducted under this Assurance.

(3) The Individual or Organization will abide by all determinations of the Institutional Review Board (IRB) designated under the above FWA and will accept the final authority and decisions of the IRB, including but not limited to directives to terminate participation in research activities.

(4) If applicable, the Organization may complete an educational training requested by the IRB prior to initiating research covered under this Assurance if such educational training is directly related to the Project.

- (5) The Individual or Organization will report promptly to the IRB any proposed changes in the research conducted under this Assurance, and will not initiate changes without prior IRB review and approval (which shall not be unreasonably withheld or delayed), except where necessary to eliminate apparent immediate hazards to participants.
- (6) The Individual or Organization will report immediately to the IRB any unanticipated problems involving risks to participants or others in research covered under this Assurance.
- (7) The Individual or Organization, when responsible for enrolling participants, will obtain, document, and maintain records of informed consent for each such participant or each participant's legally authorized representative as required under HHS regulations at 45 CFR part 46 (or other applicable regulations) and stipulated by the IRB.
- (8) The Individual or Organization acknowledges and agrees to reasonably cooperate in the IRB's responsibility for initial and continuing review, record keeping, reporting, and certification for the research referenced above; and will provide all information requested by the IRB in a timely fashion.
- (9) The Individual or Organization will not enroll participants in research under this Assurance prior to its review and approval by the IRB.
- (10) Emergency medical care may be delivered without IRB review and approval to the extent permitted under applicable federal regulations and state law.
- (11) This Assurance does not preclude the Individual or Organization from taking part in research not covered by this Assurance.
- (12) The Individual or Organization acknowledges that it is responsible for safeguarding the rights and welfare of each research participant, and that the participant's rights and welfare must take precedence over the goals and requirements of the research.

Individual or Organizational Official Signature: J Du
 Executive Director
 Title: Research, Assessment, and Data Date: 7/16/2024
 Name: Juan Du Degree(s): n/a
 Address: 1011 Union Street, Site 946
Oakland, CA 94607
 Phone #: 510-879-5703 Email: juan.du@ousd.org

Approved as to form by OUSD Legal Department
 Name: Roxanne De La Rocha Signature: [Signature] Date: 5/17/24

FWA Institutional Official (or Designee) Signature: _____
 Title: Senior IRB Specialist Date: _____
 Name: Erin Wallace Morrison
 Address: 1400 Crystal Drive, 10th Floor, Arlington, VA 22202-3289
 Phone #: 202.403.5542
 Email: emorrison@air.org