

Board Office Use: Legislative File Info.	
File ID Number	23-1774
Introduction Date	9/13/2023
Enactment Number	23-1545
Enactment Date	9/13/2023 os



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer

Meeting Date September 13, 2023

Subject Contract for services between First 5 Alameda County and the Oakland Unified School District (“District” or “Contractor”) effective July 1, 2023 through June 30, 2024 (The Oakland Children’s Initiative-Measure AA)

Ask of the Board Approve the contract for services between First 5 Alameda County and the Oakland Unified School District (“District” or “Contractor”) effective July 1, 2023 through June 30, 2024, with the latter accepting \$4,829,782.00.

Background The Oakland Children’s Initiative (Measure AA) is a parcel tax, driven to the ballot by community advocacy, is a 2018 Charter Amendment passed by the citizens of Oakland to deepen the early investment in children and support them through college graduation, by dramatically expanding access to high quality preschool and providing college access, mentorship, and scholarship support services for students to obtain 4-year or 2-year college or technical degrees.

Measure AA established an Early Education Fund to support programs to expand access to, or to enhance the quality of, early care and education and preschool for children who reside in Oakland or whose parents resided in Oakland at the time of their enrollment in such programs, including the collection and maintenance of data to enable evaluation over time and family support services, in order to increase educational outcomes, such as kinder-readiness, and to reduce educational inequality, such as by disparities related to income and wealth or for children traditionally underrepresented in higher education.

First 5 Alameda County is an independent public agency of the State of California which serves as the Early Education Implementation Partner and is charged with implementing the Early Education program, as further defined in the Early Education Guidelines set forth in Measure AA, directly or through subcontracts.

Measure AA requires that funding priority be given to public agencies to expand public programs in all areas of the City of Oakland that meet a baseline quality level and can accommodate more children. The Oakland Unified School District is a priority partner/contractor.

Discussion

Measure AA Outlines the following for use of funds:

1. Make available free or affordable and high-quality early education and/or preschool for four-year old children from low-income families, such as those who make less than eighty-five-percent (85%) of the state median income, with a priority on serving the children of families with the lowest incomes and/or those who are in high need, while also supporting such families who need family, friend, and neighbor care.
2. Increase the availability of free or affordable and high-quality early education and/or preschool for three-year-old children from low-income families, with a priority on serving the children of families with the lowest incomes or those who are in high need, while also supporting such families who need family, friend, and neighbor care.
3. Provide high quality classrooms, play spaces, materials and PD for all Early Learning Staff and Families.

Fiscal Impact

The District will receive \$4,829,782.00 from First 5 Alameda County. Allowable uses of the funds are specified in the voter-approved [Charter amendment](#).

Attachment(s)

Contract for services between First 5 Alameda County and the Oakland Unified School District (“District” or “Contractor”) effective July 1, 2023 through June 30, 2024.



CONTRACT FOR SERVICES

CONTRACT NUMBER: PS-CHI-2324-225
CONTRACT TERM: JULY 1, 2023 – JUNE 30, 2024
CONTRACT AMOUNT: NOT TO EXCEED \$4,829,782.00
CONTRACTOR: OAKLAND UNIFIED SCHOOL DISTRICT
CONTACT PERSON: CHRISTIE HERRERA
CONTACT TITLE: EXECUTIVE DIRECTOR OF EARLY LEARNING
TELEPHONE: 510-879-1388
EMAIL: CHRISTIE.HERRERA@OUSD.ORG
CONTRACTOR ADDRESS: 1011 UNION STREET, OAKLAND, CA 94607

THIS CONTRACT, is hereby made and entered into on this 1st day of July, 2023 by and between First 5 Alameda County ("First 5"), an independent public agency of the State of California, and Oakland Unified School District ("Contractor").

IT IS HEREBY MUTUALLY AGREED that both parties will adhere to the provisions of this Agreement including Exhibit A (Program Description and Requirements), Exhibit B (Terms and Conditions of Payment and Accountability Requirements), Exhibit C (Insurance Requirements) and Exhibit D (Data Sharing Agreement).

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date first mentioned above.

Kristin Spanos
Kristin Spanos, CEO
First 5 Alameda County

Sondra Aguilar
Sondra Aguilar, Chief Academic Officer
Oakland Unified School District

8/7/2023
Date

7/31/2023
Date

Approved as to Form:

Mike Hutchinson
Mike Hutchinson, President
Board of Education 9/14/2023

Jenine A. Lindsey
Jenine Lindsey
Interim General Counsel

Kyla Johnson Trammell
Kyla Johnson Trammell, Secretary
Board of Education 9/14/2023

Agreement

Recitals:

WHEREAS, First 5, is authorized by the California Children and Families First Act of 1998 (“Act”) to expend moneys allocated to it for the purposes authorized by the Act and by the First 5 Strategic Plan for the support and improvement of early childhood development within Alameda County; and

WHEREAS, First 5 is desirous of securing the provision of certain services and deliverables outside the scope of First 5’s ordinary business in furtherance of its Strategic Plan; and

WHEREAS, Contractor is independently engaged in the business of providing services similar to those described in this Agreement and is willing and able to perform duties and render services and deliverables, without supervision, which are determined by First 5 to be necessary or appropriate for the support and improvement of early childhood development within Alameda County; and

WHEREAS, First 5 desires that such duties and services be provided by Contractor, and Contractor agrees to perform such duties and render such services, as set forth below:

I. TERM OF AGREEMENT

The Term of this Agreement begins on the 1st day of July, 2023 and shall continue, provided funding is available and allocated by First 5, until terminated in accordance with this Agreement. This Agreement shall supersede any previous agreement between Contractor and First 5 for the same services and the same time period.

Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Agreement will be purchased by First 5 from Contractor under a new Agreement following expiration or termination of this Agreement. Contractor waives all rights or claims to notice or hearing respecting any failure by First 5 to continue to purchase all or any such service from Contractor following the expiration or termination of this Agreement.

II. PROGRAM DESCRIPTION AND REQUIREMENTS -- EXHIBIT A

This Agreement shall be accompanied by Exhibit A, which is incorporated herein by this reference, and which includes a description of the duties and services to be performed for First 5 by Contractor. Contractor agrees to comply with all provisions, to perform all work, and to provide all such duties and services set forth in Exhibit A in a professional and diligent manner. Contractor shall obtain First 5’s approval of all reports, requests, and other services and responsibilities, as required under this Agreement.

III. TERMS AND CONDITIONS OF PAYMENT AND ACCOUNTABILITY REQUIREMENTS-- EXHIBIT B

The total amount to be paid to Contractor under this Agreement shall not exceed the sum of \$4,829,782.00 and First 5 shall, under no circumstances, be required to pay in excess of that amount. Payment shall be made pursuant to the terms and conditions set forth in Exhibit B, attached hereto and by this reference made a part hereof. Sums not so paid shall be retained by First 5.

Unless it is otherwise provided in Exhibit B to this Agreement, Contractor shall submit all claims for reimbursement under the Agreement within ninety (90) days after the ending date of the Agreement. All

claims submitted after ninety (90) days following the ending date of the Agreement will not be subject to reimbursement by First 5. Any "obligations incurred" included in claims for reimbursements and paid by First 5 which remain unpaid by the Contractor after ninety (90) days following the ending date of the agreement will be disallowed under audit by First 5 and shall be repaid to First 5.

Contractor agrees to comply with all requirements which are now, or may hereafter be, imposed by First 5, or any successor, with respect to the receipt and disbursement of the funds referred to in Exhibit B, as well as such requirements as may be imposed by First 5.

IV. INSURANCE -- EXHIBIT C

Unless a written waiver is obtained from the City of Oakland's Risk Manager, Contractor must acquire and maintain for the duration of this Agreement, the policies of insurance identified in the City of Oakland's Schedule Q, Insurance Requirements, attached hereto and incorporated herein. Contractor must submit proof of insurance, which shall be attached hereto and incorporated herein. Contractor shall provide First 5 and/or the City with copies of all insurance policies. Both First 5 and the City of Oakland ("City") shall be named as additional insured under the Contractor's General Liability policy, as further described in Schedule Q. First 5 and the City reserve the right to perform an insurance audit during the course of the project to verify compliance with requirements.

Contractor shall provide Workers' Compensation insurance at Contractor's own cost and expense, and neither Contractor nor its carrier shall be entitled to recover from First 5 any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

V. DATA SHARING – EXHIBIT D

The party's data sharing obligations are set forth in Exhibit D, attached hereto and by this reference made a part hereof of the Agreement.

VI. ADDITIONAL FISCAL PROVISIONS

Contractor shall not claim reimbursement from First 5 for (or apply sums received from First 5 with respect to) that portion of its obligations which has been paid by another source of revenue. Sums received as a result of services provided to other public or private organizations shall be considered such revenue insofar as such sums are or can be applied to the work to be performed by Contractor pursuant to this Agreement.

If Contractor is a non-profit corporation, unrestricted or undesignated private charitable donations and contributions shall not be considered revenue applicable to this Agreement; Contractor has total freedom in planning for the usage of such resources in expanding and enriching programs, or in providing for such other operating contingencies as it may desire. Nothing herein shall be deemed to prohibit Contractor from contracting with more than one entity to perform additional work similar to or the same as that herein contracted for.

VII. RECORDS

A. Contractor shall maintain on a current basis complete financial records including, but not necessarily limited to, books of original entry, source documents in support of accounting transactions, a general

ledger, personnel and payroll records, cancelled checks, and related documents in accordance with generally accepted accounting principles and procedures and any specific requirements of the applicable funding source.

B. Contractor shall maintain on a current basis complete records pertaining to the provision of services and eligibility, including, but not limited to, medical records, client files, participant records, patient logs or other service related documentation in accordance with instructions provided by First 5.

C. Contractor shall maintain on a current basis complete records pertaining to Contractor's organizational structure and activities, including, but not limited to, bylaws, articles of incorporation, documentation of tax exempt status, if applicable, Board of Directors roster, minutes of meetings of the Board of Directors and committees, administrative program policies and procedures and any other documents required by First 5 or the State or federal government or the applicable funding source.

Contractor will cooperate with First 5 in the preparation of, and will furnish any and all information required for, reports to be prepared by First 5 and/or Contractor as may be required by the rules, regulations, or requirements of the County of Alameda, First 5 or of any other governmental entity. First 5 shall specify in detail the cooperation required.

Records shall be retained by Contractor, and shall be made available for auditing and inspection, for no less than five (5) years following the provision of any services pursuant to this Agreement, or for a longer period as required by the applicable funding source. If Contractor enters into any First 5-approved agreement with any related organization to provide services such agreement shall contain a clause to the effect that the related records of that organization shall be retained, and shall be made available for auditing and inspection, for no less than five (5) years following the last fiscal year during which First 5 paid an invoice to Contractor under this Agreement.

First 5 reserves the right to issue further instructions regarding the extent of records required to be kept, the format to be used, and record retention and access requirements as is necessary to perform audits and to otherwise comply with requirements set forth by applicable funding sources.

VIII. AUDITS

Contractor's records, as defined in Section VI of this Agreement, shall be accessible to First 5 for audit and inspection to assure proper accounting of funds, and to certify the nature of, and evaluate Contractor's performance of its obligations as set forth in this Agreement. First 5 shall be entitled to access onto Contractor's premises to observe operations, inspect records or otherwise evaluate performance at all reasonable times and without advance notice. First 5 shall conduct inspections and manage information in a manner consistent with applicable laws relating to confidentiality of records and in a manner that will minimize disruption of Contractor's work.

Funds provided by First 5 shall be accounted for separately in the Contractor's books and records. A systematic accounting record shall be kept by the Contractor of the receipt and disbursement of funds. The Contractor shall retain original substantiating documents related to contract expenditures and make these records available for First 5's review upon request. Contractor will be responsible for maintaining adequate financial records of this contract. First 5 may require general ledger documentation in support of the Contractor's expense report.

Separate and apart from the audit and inspection provisions set forth immediately above, Contractor's records will be subject to audits as required by Federal and/or State agencies and/or other funding sources, including the City of Oakland ("City"). These audits include those performed pursuant to applicable OMB Uniform Guidance or audits otherwise authorized by Federal, State or local law.

IX. LIMITATION ON LIABILITY; INDEMNIFICATION

The liabilities or obligations of First 5 with respect to its performance, non-performance or obligations pursuant to this Agreement shall be the liabilities or obligations of First 5 and its Trust Fund, and shall not become the liabilities or obligations of the County. Contractor shall not look to the County for satisfaction of obligations or liabilities.

Notwithstanding any other provision of this Agreement, Contractor shall indemnify and hold harmless (and at First 5's request, defend) First 5, the individual members thereof, and all First 5 officers, agents, employees and volunteers, and the County of Alameda, its officers, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:

- (i) Breach of Contractor's obligations, representations or warranties under this Agreement;
- (ii) Act or failure to act in the course of performance by Contractor under this Agreement;
- (iii) Negligent or willful acts or omissions in the course of performance by Contractor under this Agreement;
- (iv) Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error or omission of Contractor;
- (v) Unauthorized use or disclosure by Contractor of Confidential Information as provided in the Confidentiality section below; and
- (vi) Claim of infringement or alleged violation of any United States patent right or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party, unless the claim arises from any materials provided by First 5 to Contractor, in which case First 5 shall indemnify Contractor.

For purposes of the preceding Subsections (i) through (vi), the term "Contractor" includes Contractor, its officers, directors, employees, representatives, agents, servants, sub-consultants and subcontractors.

First 5 shall give Contractor prompt written notice of any such claim of loss or damage and shall cooperate with Contractor, in the defense and all related settlement negotiations to the extent that cooperation does not conflict with First 5's interests and/or the interests of the County of Alameda.

Notwithstanding the foregoing, First 5 shall have the right if Contractor fails or refuses to defend Indemnitees with Counsel acceptable to First 5 to engage its own counsel for the purposes of participating in the defense. In addition, First 5 shall have the right to withhold any payments due Contractor in the

amount of anticipated defense costs plus additional reasonable amounts as security for Contractor's obligations under this Section. In no event shall Contractor agree to the settlement of any claim described herein without the prior written consent of First 5.

Contractor acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any action or claim which potentially falls within this indemnification provision, which obligation shall arise at the time any action or claim is tendered to Contractor by First 5 and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnitee. Notwithstanding anything to the contrary contained herein, Contractor's liability under this Agreement shall not apply to any action or claim arising from the sole negligence, active negligence or willful misconduct of an Indemnitee.

All of Contractor's obligations under this Section are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.

Contractor's indemnification obligations set forth above shall not be limited by First 5's insurance requirements contained in Exhibit C hereof, nor by any other provision of this Agreement.

X. SUBCONTRACTING

None of the work to be performed by Contractor shall be subcontracted without the prior written consent of First 5. Contractor shall be as fully responsible to First 5 for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor. First 5-approved contracts between Contractor and any subcontractor shall contain language providing that Contractor shall be as fully responsible to First 5 for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor.

Each subcontractor must agree to abide by the applicable terms and conditions of this Agreement. Subcontracts are subject to compliance with all applicable laws (to the extent applicable to the type and scope of services to be provided by the subcontractor), including the applicable requirements described in this Agreement. Subcontractors must obtain and keep current a valid Oakland Business Tax Certificate for the term of their work.

XI. ASSIGNMENT

Contractor shall not transfer any interest in this Agreement (whether by assignment or novation) without prior written approval of First 5. However, Contractor may assign its rights to receive compensation from First 5 for performance of the Agreement to financial institutions for the purpose of securing financial resources, provided that written consent from First 5 shall have first been obtained. No party shall, on the basis of this Agreement, in any way contract on behalf of, or in the name of, the other party to the Agreement, and any attempted violation of the provisions of this sentence shall confer no rights, and shall be void.

XII. INDEPENDENT CONTRACTOR STATUS

Neither the Contractor nor any of its employees shall by virtue of this Agreement be an employee of First 5 for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges, or benefits of First 5 employees. Contractor shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Contractor assumes exclusively the responsibility for the acts of its employees and subcontractors as they relate to the services to be provided during the course and scope of their employment or service. Contractor will not represent itself (or any of its employees) as an employee or agent of First 5. First 5 will not treat Contractor as an employee of First 5 for purposes of federal or state income tax withholding, FICA withholding, or any other taxation purpose of law, including the Internal Revenue Code of 1986, as amended.

No partnership, employment, or agency has been or is intended to be formed by this Agreement. Accordingly, Contractor understands that First 5 is not required to provide Contractor with worker's compensation, and Contractor acknowledges and understands that Contractor is solely responsible for payment of federal and state income tax, social security, and unemployment and disability taxes, if any.

XIII. CONFIDENTIALITY

Pursuant to Health and Safety Code 130140.1(e), any personally identifiable information collected by First 5 must be protected from disclosure to unauthorized entities except as permitted or required by applicable law. Contractor agrees to maintain the confidentiality of any personally identifiable information of children and families who receive services by First 5 or children and families who receive services from the Contractor pursuant to this Agreement in compliance with the terms and conditions of the data sharing agreement, attached hereto as Exhibit D.

Confidential information includes all information disclosed to Contractor which relates to First 5's past, present and future activities, as well as activities under this Agreement. Contractor further understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by the City of Oakland and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. Contractor agrees that all confidential information received from First 5 or the City, or collected on behalf of First 5 or the City, including personal identifying data, shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information, and all confidential information, as a reasonably prudent contractor would use to protect its own proprietary data. Contractor avers and covenants to take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the performance of this Agreement.

If any private or confidential information are subject to any order, subpoena, discovery request, or other form of compulsory process in any legal or administrative action or proceeding, arbitration or alternative dispute resolution mechanism, or to a request under the California Public Records Act or Oakland Sunshine

Ordinance (collectively a “Request”), the Party receiving the Request (a) shall immediately notify the other Party in writing of the request so that the Parties may take actions deemed appropriate to preserve and assert all applicable privileges and protections; (b) shall cooperate with the Party in preserving and asserting these privileges and protections; and (c) if requested by a Party, and as permissible under applicable law, shall refrain from disclosing the information pending a determination regarding disclosure by a court or other tribunal of competent jurisdiction. Information shared under California Public Records Acts refers only to agencies, organizations or partners, not individuals or patients who are recipients of child health or family services.

XIV. TERMINATION PROVISIONS

Termination for Cause – If First 5 determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if First 5 determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, First 5 shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by First 5, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to First 5 forthwith whatever sums are so disclosed to be due to First 5 (or shall, at First 5’s election, permit First 5 to deduct such sums from whatever amounts remain undisbursed by First 5 to Contractor pursuant to this Agreement or from whatever remains due Contractor by First 5 from any other contract between Contractor and First 5).

In the event that the funding allocation or the funds available to First 5 changes, First 5 may determine, in its sole discretion, that it is necessary to reduce, eliminate or otherwise modify the funding to Contractor under this Agreement due to the unavailability of funds or First 5's assessment of its funding priorities. If First 5 elects to reduce or eliminate funding pursuant this provision, it will provide 30 days advance written notice to Contractor.

Termination Without Cause – Either party may terminate this Agreement upon 30 days advance written notice to the other party. In the event of termination, Contractor shall return any unspent funds and shall not be entitled to any further funds under this Agreement.

Termination By Mutual Agreement – First 5 and Contractor may otherwise agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions.

XV. COMPLIANCE WITH LAWS

Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies, having jurisdiction over the scope of services or any part hereof, including Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), all provisions of the Occupational Safety and Health Act of 1970 and all amendments thereto, and all applicable federal, state, municipal and local health and safety regulations, including but not limited to directives pertaining to the COVID-19 pandemic. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor warrants that the Contractor, and the Contractor’s employees and sub-consultants are properly licensed, registered, and/or certified as

may be required under any applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to Contractor's performance of services under this Agreement. Contractor shall indemnify and save First 5, the individual members thereof, and all First 5 officers, agents, employees and volunteers, and the County of Alameda, its officers, agents, and employees harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations. A violation of such laws, ordinances, codes and/or regulations shall constitute a material breach of this Agreement and may serve as a basis for termination of this Agreement under Article XIII ("Termination for Cause") and/or the initiation of appropriate legal proceedings by First 5.

XVI. COMPLIANCE WITH LAWS (CONTRACTS WITH A VALUE OF \$100,000 OR MORE)*

By signing this Agreement, Contractor certifies, under penalty of perjury, that at the time of entering into this Agreement all of the following are true:

- (a) That Contractor is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code).
- (b) That Contractor is in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).
- (c) (1) That any policy that Contractor has against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, is not used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).
- (2) Any policy adopted by Contractor or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

*Not applicable to contracts with a value of less than \$100,000

XVII. ACCIDENT REPORTING

If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify First 5 by telephone. Contractor shall promptly submit a written report, in such form as may be required by First 5, of all accidents which occur in connection with this Agreement. This report must include the following information: 1. name and address of the injured or deceased person(s); 2. name and address of Contractor's subcontractor, if any; 3. name and address of Contractor's liability insurance carrier; 4. a detailed description of the circumstances surrounding the accident, whether any of First 5's equipment, tools or materials were involved and the extent of the damage to First 5 and/or other property; 5. Whether any clients or recipients of services or other persons were witnesses to the accident; and 6. determination of what effect, if any, the accident will have upon Contractor's ability to perform services.

XVIII. NON-DISCRIMINATION

Contractor assures that it will comply with applicable state and federal laws and regulations that govern discrimination, including, but not limited to, the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964. During the performance of this Agreement, Contractor agrees as follows:

- a. Contractor shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, mental or physical disability (including but not limited to Acquired-Immune Deficiency Syndrome (AIDS), and AIDS-Related Complex (ARC)), military or military veteran status, or any other legally-protected class. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, promotion or failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, mental or physical disability (including but not limited to AIDS, and ARC), military or military veteran status, or any other legally-protected class.
- c. Contractor further agrees that no person shall, on the grounds of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, mental or physical disability (including but not limited to AIDS, and ARC), military or military veteran status, or any other legally-protected class, be excluded from participation in, be denied associated benefits, or be otherwise subjected to discrimination under activities covered in this Agreement.

XIX. GOVERNING BOARD LIMITATIONS; CONFLICT OF INTEREST

Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies regarding conflicts of interest.

Contractor shall not make governmental decisions, as defined in section 18700(c)(4) of Title 2 of the California Code of Regulations, and Contractor's work shall be subject to intervening substantive review by staff of First 5.

If Contractor has entered into this Agreement as a not-for-profit organization as defined by state and federal law, and is in receipt of funds from First 5 based on such status, Contractor shall at all times conduct its business in a manner consistent with that required of a not-for-profit organization by applicable laws.

Furthermore, Contractor shall comply with the following protections against conflict of interest:

- i. Contractor certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.
- ii. Contractor certifies that no member, officer, or employee of the City of Oakland or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect

to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.

iii. Contractor shall immediately notify First 5 and the City of any real or possible conflict of interest between work performed for the City and for other clients served by Contractor.

iv. Contractor warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of the Early Education Implementation Partner Agreement between the City and First 5, or who is a member of a City board or commission which has been involved in the making of the Agreement between the City and First 5 whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in that Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Contractor shall exercise due diligence to ensure that no such official will receive such an interest.

v. Contractor further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Contractor to First 5 and the City, that (1) no public official of City who has participated in decision-making concerning the Agreement between the City and First 5 or has used his or her official position to influence decisions regarding that Agreement, has an economic interest in Contractor or that Agreement, and (2) that Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$500 the previous year. Contractor agrees to promptly disclose to First 5 and the City in writing any information it may receive concerning any such potential conflict of interest. Contractor's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).

vi. Contractor understands that in some cases Contractor or persons associated with Contractor may be deemed a "public official" for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Contractor further understands that, as a public officer or official, Contractor or persons associated with Contractor may be disqualified from future contracts to the extent that Contractor is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.

vii. Contractor represents and warrants to the best of its present knowledge, that in addition to the State statutes, regulations, local ordinances, municipal code and Charter provisions referenced in this section, Contractor has read and is aware of the City of Oakland Government Ethics Act (Oakland Municipal Code Chapter 2.25), including, without limitation, the provisions prohibiting Conflicts of Interest and Personal Gain set forth at OMC 2.25.040, and those prohibiting (a) the influencing of contracts with former employers and (b) nepotism, as set forth in OMC 2.25.070. Contractor agrees and acknowledges that

Contractor shall adhere to the City of Oakland Government Ethics Act, to the extent Contractor is deemed a Public Servant thereunder.

viii. Contractor shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.

Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation.

XX. DRUG-FREE WORKPLACE

Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any First 5 or County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring within Alameda County, the Contractor, within five days thereafter, shall notify First 5. Violation of this provision shall constitute a material breach of this Agreement subject to termination by First 5 under Article XIII ("Termination for Cause") of this Agreement.

XXI. MODIFICATIONS TO AGREEMENT

First 5 shall assign a liaison to Contractor with respect to the performance of this Agreement. Unless otherwise provided in Exhibit A and/or B to this Agreement, any adjustments requested by the Contractor to line items of a budget or to the program description included as an Exhibit to this Agreement shall not alter (1) services or other performance to be provided under this Agreement, (2) the time of performance of any act hereunder, or (3) the total amount of money allocated hereunder. Only one budget revision is allowed per year and may be granted or denied per the assessment of First 5 staff. For all budget line item adjustments over 10%, a written justification for each line item should be submitted for approval. Budget line item adjustments under 10% are not subject to a formal revision and may be shifted at the Contractor's discretion once per year. This Agreement can be amended only by written agreement of the parties hereto.

XXII. OWNERSHIP OF WORK PRODUCT / INTELLECTUAL PROPERTY

Any work product developed by Contractor in performance of this Agreement shall be considered the work product of First 5, and/or the City, and upon termination of the Agreement, Contractor shall provide those materials to First 5 to the extent requested. In addition, it is the express intention of the parties that First 5 shall at all times be and shall remain the sole and exclusive owner of all rights of any kind whatsoever in and to the results and proceeds of First 5's and/or Contractor's services hereunder (the "Results"), except to the extent that First 5 determines that the owner of such rights is or shall be the City. The Contractor shall, however, retain any rights to materials used in the performance of this Agreement to the extent the Contractor possessed, owned, or developed such materials prior to entering into this Agreement.

Contractor warrants that, to the best of its knowledge and control, the Results are and will be original with Contractor in all respects (except to the extent based on material supplied by First 5), have not

been and will not be exploited in any manner and/or medium, do not or will not infringe upon the copyright, patent or any other right of any person or entity and Contractor will properly attribute the use of any other sources from any person or entity. Contractor agrees to execute any and all other documents consistent herewith, which may be required to effectuate the purpose and intent of this Agreement, and agrees that First 5 shall have the sole and exclusive right to register in its own name the copyrights and any other rights in and to the Results, except to the extent that First 5 determines that the copyrights and any other rights in and to the Results will be registered in the name of the City. In addition, or alternatively, Contractor hereby irrevocably appoints First 5 as Contractor's attorney-in-fact to take such actions and make, sign, execute, acknowledge, and deliver all such documents as may from time to time be necessary to convey to First 5, its successors and assigns, all rights granted in this section. This provision is of the essence of this Agreement and shall survive termination of this Agreement.

Any academic research and/or publications regarding educational programs or services made possible by use of results from this project will make reference to the contribution of the City in making the project possible. Any public disclosure of collected contract metrics, data, expenditures, or results pursuant to this Section must be conveyed to First 5 to obtain approval from the City, unless such information has already been made public by the City.

XXIII. PUBLIC EMPLOYEES' PENSION REFORM ACT

First 5 as a Participating Employer in ACERA (the Alameda County Employees' Retirement Association) is restricted by law in retaining the services of a Contractor who has retired previously under ACERA (unless the Contractor reinstates in the ACERA system). If Contractor has not previously retired under ACERA, the law does not affect his/her ability to provide services to First 5 Alameda County. If Contractor has previously retired under ACERA, the law permits the ACERA retiree to provide services to First 5 Alameda County without reinstatement from retirement under limited circumstances. Applicable Contractors will be required to complete and submit a self-certification form of ACERA retirement status prior to execution of contract.

XXIV. PREVAILING WAGE; PUBLIC WORK CONTRACTOR REQUIREMENTS

Contractor is aware of the requirements of California Labor Code Sections 1720, et seq. and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., and the City's prevailing wage policy set forth in City of Oakland Resolution No. 57103 C.M.S. ("Prevailing Wage Laws"), which when applicable, require compliance with both City and State prevailing wage rates, registration of contractors, certified payroll record requirements, hours of work requirements, apprenticeship standards and the performance of other requirements on "public works" projects ("Public Works Projects"). Contractor certifies and agrees that it will comply with the requirements as set forth in the Prevailing Wage Laws, to the extent applicable, as to be determined by Contractor.

First 5 or the City may request documentation to certify that Contractor has paid its contractors, subcontractors, or employees at the appropriate and applicable prevailing wage rate. This provision in no way creates any contractual or third party beneficiary relationship between any of Contractor's subcontractors or employees and First 5 or the City, nor does it create any liability or duty on First 5 or the City for Contractor's failure to make timely or appropriate payments to its subcontractors or employees, on behalf of its subcontractors or employees.

Contractor and Subcontractors shall require selected vendors for Public Works Projects to meet the contractor requirements described in the City of Oakland's Attachment C, attached hereto and incorporated herein. Contractor shall enter into a construction contract with the selected contractor, who shall be licensed by the State of California and maintain such license throughout the Term of this Agreement and at all times during the performance of the Work.

Neither First 5 nor the City shall be a party to any contract for the Public Works Projects, and shall not be responsible or liable for the actions of any contractors, subcontractors, vendors or their respective agents or employees. Neither First 5 nor the City undertakes or assumes any responsibility or duty to the Contractor (except as provided for herein) or any third party with respect to the Public Works Projects.

XXV. PROMPT PAYMENT ORDINANCE

This Contract is subject to the City's Prompt Payment Ordinance, Title 2, Chapter 2.06 of the Oakland Municipal Code. The Ordinance requires that, unless specific exemptions apply, the Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices unless the Contractor or its subcontractors notify the City of Oakland Liaison within the Department of Workplace and Employment Standards ("Liaison") in writing within five (5) business days that there is a bona fide dispute between the Contractor or its subcontractor and claimant, in which case the Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.

Disputed payments are subject to investigation by the Liaison upon the filing of a complaint. Contractor or its subcontractors opposing payment shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. The failure or refusal to deposit security may result in withholdings from the next Contractor progress payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims.

Contractor and its subcontractors shall not be allowed to retain monies from subcontractor payments for goods as project retention, and are required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five (5) business days of payment. Contractor and its subcontractors shall be required to pass on to and pay subcontractors mobilization fees within five (5) business days of being paid such fees by the City. For the purpose of posting on the City's website, Contractor and its subcontractors, are required to file notice with the City of release of retention and payment of mobilization fees, within five (5) business days of such payment or release; and, Contractor is required to file an affidavit, under penalty of perjury, that Contractor has paid all subcontractors, within five (5) business days following receipt of payment from the City. The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

If any amount due by a prime contractor or subcontractor to any claimant for goods and/or services rendered in connection with a purchase contract is not timely paid in accordance with the Prompt Payment ordinance, the prime Contractor or subcontractor shall owe and pay to the claimant interest penalty in the amount of ten percent (10%) of the improperly withheld amount per year for every month that payment is not made, provided the claimant agrees to release the prime contractor or subcontractor from any and all further interest penalty that may be claimed or collected on the amount

paid. Claimants that receive interest payments for late payment under the Prompt Payment Ordinance may not seek further interest penalties on the same late payment in law or equity.

Contractor and its subcontractors shall include the same or similar provisions as those set forth above in this section in any contract with another contractor or subcontractor that delivers goods and/or services pursuant to or in connection with this Agreement.

Prompt Payment invoice and claim forms are available at the following City of Oakland website: <https://www.oaklandca.gov/resources/prompt-payment-forms> or in the Department of Workplace and Employment Standards, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Prompt Payment Liaison, 510-238-6261 or email vinman@oaklandca.gov.

XXVI. ARIZONA AND ARIZONA-BASED BUSINESSES

Contractor agrees that in accordance with City of Oakland Resolution No. 82727 C.M.S., neither it nor any of its subsidiaries, affiliates or agents that provide services under this Agreement is currently headquartered in the State of Arizona, and shall not establish an Arizona business headquarters for the duration of this Agreement or until Arizona rescinds SB 1070.

Contractor acknowledges its duty to notify First 5 if Contractor or any of its subsidiaries, affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this Agreement.

XXVII. LIVING WAGE ORDINANCE

Contractor must, and agrees that it will, comply with the Oakland Living Wage Ordinance, Title 2, Chapter 2.28 of the Oakland Municipal Code. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to, among others, employees of service contractors (consultants) of the City. Oakland employers are also subject to the City of Oakland Minimum Wage law (see next section), and must pay employees wages and provide benefits consistent with the Minimum Wage law or Oakland Living Wage Ordinance, whichever are greater.

Unless specific exemptions apply or a waiver is granted, Contractor must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – Said employees shall be paid an initial hourly wage rate of \$16.14 with health benefits or \$18.53 without health benefits. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. Effective July 1st of each year, Contractor shall pay adjusted Living Wage rates.
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$2.39 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the Contract.

c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.

d. Federal Earned Income Credit - To inform employees that he or she may be eligible for Earned Income Credit ("EIC") and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist Contractor. Web sites include but are not limited to: <http://www.irs.gov> for current guidelines as prescribed by the Internal Revenue Service.

e. Contractor shall provide to all employees and to the Division of Contracts and Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information as well as any additional information specified in OMC Section 2.28.110.D.

f. Contractor shall provide all of the above required written notices and forms in English, Spanish or other languages spoken by a significant number of employees within 30 days of each employee's start of work under or related to this Agreement.

g. Reporting – Contractor shall provide a copy of its posted notice to the City. Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Division of Contracts and Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in a penalty of five hundred dollars (\$500.00) for each day that the list remains outstanding (OMC Section 2.28.110.C). Contractor shall maintain employee payroll and related records for a period of three (3) years after expiration of the compliance period.

h. Contractor shall require subcontractors that provide services under or related to this Agreement to comply with all of the foregoing Living Wage provisions. Contractor shall include the above-referenced provisions in its subcontracts and by signature confirm subcontractor compliance. This contract is also subject to City Charter Section 1606, including maintenance of wage standards for subcontracted nonprofit agencies (see section XXVII below). Subcontracted nonprofit agencies must pay employees wages and benefits consistent with the City's Living Wage Ordinance, the City's Minimum Wage Law, and/or Measure AA Private Contractor Wage Requirements, whichever are greater.

XXVIII. MINIMUM WAGE ORDINANCE

Oakland employers are subject to Oakland's Minimum Wage Law, Chapter 5.92 of the Oakland Municipal Code, whereby Oakland employees must be paid the City's current Minimum Wage rate. Employers must notify employees of the annually adjusted rates by each December 15th and prominently display notices at the job site. The law also requires paid sick leave for employees and

payment of service charges collected for their services. This contract is also subject to Oakland’s Living Wage Ordinance (see previous section), and must pay employees wages and provide benefits consistent with the City’s Living Wage Ordinance or the Minimum Wage Law, whichever are greater. For further information, please visit the following website: <https://www.oaklandca.gov/topics/minimum-wage-paid-leave-service-charges>

XXIX. PRIVATE CONTRACTOR WAGE REQUIREMENTS

If the Contractor is a nonprofit agency, the agency must adhere to the privatization requirements set forth in Oakland City Charter Section 1606(b)(3)&(4), including maintenance of wage standards. All contracted nonprofit agencies receiving Measure AA fund dollars must pay all employees at least fifteen dollars (\$15) per hour, to be adjusted annually by the San Francisco-Oakland-San Jose Consumer Price Index (CPI). This is the minimum wage irrespective of whether the contracted nonprofit agency offers benefits and no reduction in total compensation that existed prior to the contract should occur.

In addition, pursuant to Charter Section 1606(c)(3), if, in any fiscal year, the percentage increase in the San Francisco-Oakland-San Jose Consumer Price Index (CPI) is greater than the percentage increase in the proceeds of the parcel tax, or if the proceeds of the parcel tax decline, the requirements that the minimum wage be adjusted annually by the San Francisco-Oakland-San Jose Consumer Price Index (CPI) and that no reduction in total compensation occur shall not apply for that fiscal year. For more information, please visit the following website for applicable private contractor wage requirements: <https://www.oaklandca.gov/boards-commissions/childrens-initiative-oversight-commission>.

Finally, all contracted agencies must adhere to the privatization requirements set forth in paragraphs (3) and (4) of Charter Section 1606(b) which are hereby incorporated by reference into this Agreement.

XXX. POLITICAL AND RELIGIOUS PROHIBITIONS

Subject to applicable State and Federal laws, Contractor agrees that moneys paid pursuant to this Agreement shall not be used for political purposes, sponsoring or conducting candidate’s meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government.

Contractor further understands and agrees that there shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of this Agreement.

XXXI. SANCTUARY CITY CONTRACTING AND INVESTMENT ORDINANCE

Ordinance No. 13540 C.M.S., adopted by the Oakland City Council on June 4th, 2019, prohibits the City from contracting with any person or entity that provides the United States Immigration and Customs Enforcement (ICE) services or goods for data collection or with the United States Customs and Border Protection (CBP) Customs and Border Protection (CBP), or the Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) to support immigration detention facilities. These contractors are not to be used unless the City Council makes a specific determination that no reasonable alternative exists. The Ordinance also prohibits the City from investing in any of these companies and requires the City to include notice of these prohibitions in any Requests for Proposals (RFPs), Requests for Qualifications (RFQs), and any construction or other contracting bids. The Ordinance also requires that the City provide an annual report to the Privacy Advisory Commission on its enforcement.

Contractor must complete and submit Schedule I, Sanctuary City Contracting and Investment Ordinance, which shall be attached hereto and incorporated herein.

XXXII. BORDER WALL ORDINANCE

This Contract is subject to the Border Wall Ordinance, Title 2, Chapter 2.22 of the Oakland Municipal Code. The purpose of the ordinance is to mandate and direct the City Administrator - in instances where there is no significant additional cost, to be defined in regulations, or conflict with law - to refrain from entering into new or amended contracts to purchase professional, technical, scientific or financial services, goods, construction labor and materials or other services, or supplies from businesses that enter into contracts to provide such services, goods, materials or supplies to build the U.S.-Mexico border wall.

The City is prohibited from entering into any contractual agreement for the purchase of services, goods, equipment, cyber network or cloud computing, internet, or cloud-based computer technology or services with any "BORDER WALL ENTITY" (as defined by Section 2.22.020 of the Oakland Municipal Code), individual, firm, or financial institution who provides any services, goods, equipment or information technology or cloud-based technology or services, to construction of the a wall along any part of the United States - Mexico border.

Contractor must complete and submit Schedule W, Border Wall Prohibition, which shall be attached hereto and incorporated herein.

XXXIII. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXHIBIT A

PROGRAM DESCRIPTION AND REQUIREMENTS

1. Background and Program Description

The California Children and Families First Act of 1998 (Proposition 10) created a program in the state for the purposes of promoting, supporting, and improving the early development of children from the prenatal stage to five years of age. The intent of this act is to enable counties to create and implement an integrated, comprehensive and collaborative system of information and services to enhance optimal early childhood development.

The Oakland Children’s Initiative (“Measure AA” or “the Act”), driven to the ballot by community advocacy, is a 2018 Charter Amendment passed by the citizens of Oakland to deepen the early investment in children and support them through college graduation, by dramatically expanding access to high quality preschool and providing college access, mentorship, and scholarship support services for students to obtain 4-year or 2-year college or technical degrees.

Measure AA established an Early Education Fund to support programs to expand access to, or to enhance the quality of, early care and education and preschool for children who reside in Oakland or whose parents resided in Oakland at the time of their enrollment in such programs, including the collection and maintenance of data to enable evaluation over time and family support services, in order to increase educational outcomes, such as kinder-readiness, and to reduce educational inequality, such as by disparities related to income and wealth or for children traditionally underrepresented in higher education.

First 5 Alameda County serves as the Early Education Implementation Partner and is charged with implementing the Early Education program, as further defined in the Early Education Guidelines set forth in Measure AA, directly or through subcontracts.

Measure AA requires that funding priority be given to public agencies to expand public programs in all areas of the City that meet a baseline quality level and can accommodate more children using empty classrooms and/or filling vacancies, particularly programs at Oakland Unified School District and City of Oakland Head Start (called Priority Partners), including converting part-day Priority Partner preschool to full-day Priority Partner preschool at sites, hiring additional staff, or expanding the hours of service to better meet the needs of working families, subject to capacity limitations determined by Priority Partners in consultation with the Implementation Partner.

Contractor is a public agency that that meets a baseline quality level and can accommodate more children using empty classrooms and/or filling vacancies in order to serve children in the City of Oakland.

- A. The Early Education Guidelines for the First Five Years are to increase overall attainment and reduce socioeconomic and/or other demographic disparities, in child educational outcomes, such as kinder-readiness, and provide family support services, to achieve the following outcomes prioritized as follows, such that plans to fund a lower priority outcome may only be

implemented if the Early Education Implementation Partner has determined that the next highest priority goal is reasonably achievable within the five-year period

- i. Make available free or affordable and high-quality early education and/or preschool for four-year old children from low-income families, such as those who make less than eighty-five percent (85%) of the state median income, with a priority on serving the children of families with the lowest incomes and/or those who are in high need, while also supporting such families who need family, friend, and neighbor care.
- ii. Increase the availability of free or affordable and high-quality early education and/or preschool for three-year-old children from low-income families, with a priority on serving the children of families with the lowest incomes or those who are in high need, while also supporting such families who need family, friend, and neighbor care.
- iii. Increase the affordability and/or quality of preschool for all four-year-old children, with a priority on serving the children of families with the lowest incomes or those in highest need, while also supporting such families who need family, friend, and neighbor care.
- iv. Increase the affordability and/or quality of preschool for three-year-old children, with a priority on serving the children of families with the lowest incomes or those in highest need, while also supporting such families who need family, friend, and neighbor care.
- v. Increase the availability and/or quality of child development support services for children and families from low-income backgrounds with children from birth through age three, while also supporting such families who need family, friend, and neighbor care.

First 5 has approved a Strategic Plan for a comprehensive system of early intervention services for children birth to 5 years of age and families in Alameda County. A key component of the First 5 Strategic Plan is the alignment of new investments with our current investments and providing resources for backbone support to the early childhood system (2022-2027 Strategic Plan, page 25). The services of the Contractor have been retained to make available high quality early education and/or preschool for children from low-income families, support professional development and coaching for early learning staff, provide enhanced outreach and family supports to expand access to higher quality programs, and provide staffing, curriculum, materials, and resources to enhance the quality of programs.

2. Prohibition on Supplantation

By law, First 5 funding may not be used to supplant other funds. First 5 funding may only be used to expand or enhance existing programs or to initiate new services or programs benefiting children prenatal to age five.

3. Performance Requirements

Contractor's approved performance requirements are included as Attachment 2.1: Service Accountability Plan.

4. Data Sharing and Partnership Requirements

The parties data sharing and partnership requirements are set forth in Exhibit D.

5. Reporting Requirements

Contractor will submit program progress reports, expense reports and a final report as outlined on the payment schedule in Exhibit B: Terms and Conditions of Payment and Accountability Requirements. Contractor may be required to collect and report on specific measures as identified in the First 5 2022-2027 Strategic Plan.

Contractor will complete Contractor Leadership Demographic Survey(s) as requested by First 5. Final payment on contract may be withheld until Contractor Leadership Demographic Survey(s) is completed.

6. Fiscal Requirements

Contractor's approved budget is included as Attachment 1: Budget.

Contractor will be required to submit general ledger expense reports, quotes, receipts, and salaries and benefits documentation, and/or other documentation supporting expenses to be reimbursed during the funded term, as further specified in Section VII of the Contract for Services. First 5 will identify which reporting period(s) Contractor will be required to submit this information and provide prior notice to the Contractor.

7. ECChange, HIGH5, ECC Online, Pathways or other Database System Requirements

Contractor will report using HIGH5 or other data sharing system (e.g., Excel, CSV, etc.) as identified.

8. Budget and/or Scope Revisions

Contractor may submit one budget and/or scope revision per year no later than April 15th of the fiscal year and may be granted or denied per the review and assessment of First 5 staff. For all budget line item adjustments over 10%, a written justification for each line item should be submitted for approval. Budget line item adjustments under 10% are not subject to a formal revision and may be shifted to existing line items (not including administrative/indirect fees) at the Contractor's discretion once per year. All significant revisions to approved scope must be submitted in writing and may be granted or denied per the review and assessment of First 5 staff. Ineligible and previously unapproved contract expenses may be disallowed per First 5 review and assessment.

9. Federal Office of Management & Budget (OMB) Circular Requirements

Contractor is required to comply with all current OMB Uniform Guidance requirements during the funded term, including but not limited to conflict of interest, internal controls, procurement and subcontractor monitoring if applicable. First 5 reserves the right to audit and collect from Contractor documentation demonstrating allowable activities and costs, eligibility, reporting, subcontractor monitoring and other special tests as identified.

10. Tuberculosis Testing

The Contractor shall require and ensure that staff who have direct and consistent contact with children through the First 5 funded activities undergo standard tuberculosis testing. Contractor will maintain records and documentation of current tuberculosis clearance and retest as appropriate.

11. Filing reports with Child Protective Services (CPS) / Child Care Licensing (CCL)

If a First 5 Contractor has knowledge of or observes a child who they suspect has been the victim of child abuse or neglect within the course of First 5 funded work, it is expected that they will file a report of the situation to CPS. In accordance with CPS guidelines, the report should be filed by phone within 24 hours of the incident, and in writing within 36 hours of the incident. If the abuse or neglect occurs in a licensed child care facility, it is expected that the Contractor will also file a report immediately to CCL.

Reporting suspected child abuse or neglect to First 5 or other persons is not a substitute for making a report to CPS or CCL. Reporting duties are individual and cannot be delegated to another person.

If First 5 staff become aware of suspected child abuse or neglect while providing consultation and/or contract support, and a report is not filed within the legal timeframe by the Contractor, First 5 staff will file a report by phone and in writing within 24 hours.

Failing to report abuse or neglect to the appropriate agencies is not consistent with the mandates of First 5 Alameda County to improve health and development of children ages 0-5. Failure to report shall constitute a material breach of this Agreement subject to termination by First 5 under Article XIII ("Termination for Cause") of this Agreement. .

12. Cultural Access Services Requirements

- A. Contractor shall make a good faith effort to ensure that clients receive from all staff members effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices, and preferred language.
- B. Contractor shall make a good faith effort to ensure that communication among staff and with the clients/population served promotes cultural responsiveness and respect of difference.
- C. Contractor shall make a good faith effort to implement strategies to recruit, retain, and promote at all levels of the organization a diverse, culturally responsive staff and leadership that are representative of the demographic characteristics of the service area.
- D. Contractor shall make a good faith effort to ensure that staff at ALL levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery.
- E. Contractor shall make a good faith effort to have a clearly articulated written policy on cultural responsiveness.

- F. Contractor shall make a good faith effort to allocate resources to ensure the delivery of culturally responsive services.

13. Tobacco Control and Education Requirements

The 1998 passage of Proposition 10 added a 50-cent-per-pack increase in the state surtax on cigarettes and tobacco products to fund anti-smoking and early childhood programs. In addition, the 2016 passage of Proposition 56 increased the cigarette tax by \$2.00 per pack, with equivalent increases on tobacco products and electronic cigarettes containing nicotine. In September 2000, the Commission adopted a Comprehensive Tobacco Control Policy to reinforce the message that tobacco products and involvement with the tobacco industry in any manner constitutes a serious health hazard for young children, their families, and the community. Based on this policy, all contractors are expected to make a good faith effort to:

- A. Create and/or maintain a comprehensive smoke-free environment; including adherence to applicable secondhand smoke laws and ordinances
- B. Disclose and divest from tobacco related investments
- C. Educate clients and staff about the harmful effects of secondhand smoke on children as appropriate
- D. Provide smoking cessation resources to staff and clients as appropriate

14. Acknowledgement of Funds

The Contractor shall acknowledge the funds received in statements or printed materials as outlined in the guidelines listed below.

- A. The Contractor will announce funding awards *only after* 1) the contract has been signed and returned and 2) after any announcement strategies are discussed with First 5 staff. If the award announcement is made in the form of a press release, Contractor will invite First 5 leadership to provide a quote and include designated boilerplate language.
- B. The Contractor agrees to use official attribution tools and logos provided by First 5 for promotional materials, public awareness campaigns or special events connected with funding. The Contractor will follow First 5 logo guidelines as determined by the agency's visual style guide.
- C. First 5 funding will be acknowledged in all materials produced for the purpose of public education and outreach regarding the Contractor's funded project. These materials would include, but are not limited to brochures, flyers, media ads or public service announcements, presentations and handouts and outdoor ads. All printed materials and promotional products will include the following language:

Supported by the Oakland Children's Initiative

- D. Any publicity generated by Contractor for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of the City of Oakland and the Oakland’s Children Initiative (Measure AA) in making the project possible. The words “supported by the Oakland’s Children Initiative (Measure AA)” will be explicitly stated in all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles.

- E. Materials produced with First 5 funding may be reproduced only if no changes are made to the content or design of the material, it contains the appropriate acknowledgement of funding from First 5, and the Contractor will not be additionally reimbursed for use or reproduction.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXHIBIT B

TERMS AND CONDITIONS OF PAYMENT AND ACCOUNTABILITY REQUIREMENTS

1. Contractor Name: Oakland Unified School District

2. Term of Contract: July 1, 2023 – June 30, 2024

3. Terms and Conditions of Payment

Contractor will adhere to the following payment and reporting schedule:

Requirement Due	Due Date	Amount	
1.	Contractor Leadership Demographic Survey	Upon execution of contract	N/A
2.	Contractor will submit 1 st invoice for 10% of total contract amount upon full execution of the contract.	Upon execution of contract	Not to exceed \$482,978.00
3.	For the period July 1, 2023 - September 30, 2023, Contractor will submit: <ul style="list-style-type: none"> • 2nd Invoice • 1st Expense Report • 1st Program and Data Reports 	October 15, 2023	Based on actual expenses.
4	For the period October 1, 2023 - December 31, 2023, Contractor will submit: <ul style="list-style-type: none"> • 3rd Invoice • 2nd Expense Report • 2nd Program and Data Reports 	January 15, 2024	Based on actual expenses.
5	For the period January 1, 2024 - March 30, 2024, Contractor will submit: <ul style="list-style-type: none"> • 4th Invoice • 3rd Expense Report • 3rd Program and Data Reports 	April 15, 2024	Based on actual expenses.
6	For the period April 1, 2024 - June 30, 2024, Contractor will submit: <ul style="list-style-type: none"> • 5th (Final) Invoice • 4th (Final) Expense Report • 4th (Final) Program and Data Reports 	July 15, 2024	Based on total actual expenses and reconciled against initial 10% initial payment.

Invoices should be accompanied by an expense report. The Final Invoice and Expense Report will be reconciled against the initial 10% payment released upon execution of the contract.

Additional supporting documentation for expenses may be requested per First 5's policies and other applicable requirements (funder requirements, federal laws, state regulations, and/or OMB Uniform Guidance standards).

Invoices are subject to review and approval by First 5 staff before payment is issued. Payment is contingent on receipt and approval of all required reports and supporting financial and program documentation as identified. First 5 reserves the right to withhold Contractor payment until required reporting documentation is received. Total payments during the contract term will not exceed \$4,829,782.00.

4. Invoicing Procedures

Submit invoices to Christine Hom via email to christine.hom@first5alameda.org

Invoices submitted via mail or email require an original, scanned, or electronic signature on contractor's agency letterhead are required. Invoice template is provided separately.

Invoices created via HIGH5 are auto populated based on the expense report submitted and verified by the contractor.

First 5 will remit payment to:

Oakland Unified School District
1011 Union Street
Oakland, CA 94607

EFT (Electronic Fund Transfer) remittance available upon requires and form will be sent separately by First 5 Finance staff for initial set-up. Contact First 5 immediately if existing EFT information has changed.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXHIBIT C

INSURANCE REQUIREMENTS

As a condition of this contract, Contractor must provide proof of insurance at the levels indicated for the following:

a. General Liability, Automobile, Workers' Compensation and Professional Liability

Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to First 5. If requested, Contractor shall provide First 5 with copies of all insurance policies. The insurance shall at a minimum include:

- i. **Commercial General Liability** insurance shall cover bodily injury, property damage and personal injury liability for premises operations, independent contractors, products-completed operations personal & advertising injury and contractual liability. Coverage shall be on an occurrence basis and at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)

Limits of liability: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- i. **Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001.
- ii. **Workers' Compensation insurance** as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, and \$1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.
- iii. **Professional Liability/ Errors and Omissions insurance**, appropriate to the Contractor's profession with limits not less than \$2,000,000 each claim and \$2,000,000 aggregate. If the professional liability/errors and omissions insurance is written on a claims made form:
- a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.

- b. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
 - c. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.
- iv. Contractor's Pollution Liability Insurance: If the Contractor is engaged in: environmental remediation, emergency response, hazmat cleanup or pickup, liquid waste remediation, tank and pump cleaning, repair or installation, fire or water restoration or fuel storage dispensing, then for small jobs (projects less than \$500,000), the Contractor must maintain Contractor's Pollution Liability Insurance of at least \$500,000 for each occurrence and in the aggregate. If the Contractor is engaged in environmental sampling or underground testing, then Contractor must also maintain Errors and Omissions (Professional Liability) of \$500,000 per occurrence and in the aggregate.
 - v. Sexual/Abuse insurance. If Contractor will have contact with persons under the age of 18 years, or provides services to persons with Alzheimer's or Dementia, or provides Case Management services, or provides Housing services to vulnerable groups (i.e., homeless persons) Contractor shall maintain sexual/molestation/abuse insurance with a limit of not less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
 - vi. Technology Professional Liability (Errors and Omissions) OR Cyber Liability Insurance. Contractor shall maintain, appropriate to the profession, limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines.
 - vii. Commercial Crime Insurance, shall cover loss due to employee dishonesty, computer and funds transfer fraud, forgery or alteration, money and securities, and theft of a client's property. Coverage shall be on an occurrence basis with limits not less than \$1,000,000 each occurrence.

b. Terms Conditions and Endorsements

The aforementioned insurance shall be endorsed and have all the following conditions:

- i. Insured Status (Additional Insured): Contractor shall provide insured status naming All Insurance Certificates showing proof of insurance must include a 30-day notice of Cancellation. First 5 reserves the right to withhold Contractor payment until required insurance documentation is received.
- ii. Additional Insured Endorsement shall name First 5 Alameda County, the individual members thereof, and all First 5 officers, agents, employees and volunteers, and Alameda County, its

Board of Supervisors, officers, agents and employees, and the City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers as additional insureds with respect to services being provided.

- iii. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 (11/85) or both CG 20 10 and CG 20 37 forms, if later revisions used). If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on an ISO form CG 20 10 (or equivalent).
- iv. Cancellation Notice: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.
- v. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the First 5 for all work performed by the contractor, its employees, agents and subcontractors.
- vi. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement.
- vii. Insurer shall carry insurance from admitted companies with an A.M. Best Rating of A VII, or better.

All Insurance Certificates showing proof of insurance must include a 30-day notice of Cancellation. First 5 reserves the right to withhold Contractor payment until required insurance documentation is received.

Please have Additional Insured Endorsements sent to First 5 Alameda County, 1115 Atlantic Avenue, Alameda, CA 94501, Attention: Contracts.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXHIBIT D

DATA SHARING AGREEMENT

Between

FIRST 5 ALAMEDA COUNTY

AND

OAKLAND UNIFIED SCHOOL DISTRICT

This Data Sharing Agreement (“DSA”) is attached to and made a part of that certain Contract For Services between First 5 and Agency (“Main Agreement”), effective as of July 1, 2023 (“Effective Date”) by and between First 5 Alameda County, an independent county agency established by the County of Alameda pursuant to Section 130140 of the California Health and Safety Code (“First 5”), and Oakland Unified School District (“Agency”). First 5 and Agency are each a “Party” and collectively, the “Parties.” This DSA governs in case of any inconsistency between the provisions of this DSA and the provisions of the Main Agreement.

BACKGROUND

- A. In 2018, the citizens of Oakland passed a charter amendment, called the Oakland Children’s Initiative (“Measure AA” or “the Act”), to deepen the early investment in children by dramatically expanding access to high quality preschool education. Measure AA established an early education fund (“Early Education Fund”) to support programs to expand access to, and enhance the quality of, early care and education and preschool for children who reside in Oakland or whose parents resided in Oakland at the time of their enrollment in such programs, including the collection and maintenance of data to enable evaluation over time and family support services, in order to increase educational outcomes, such as kinder-readiness, and to reduce educational inequality, such as by disparities related to income in and wealth or for children traditionally underrepresented in higher education.
- B. In accordance with Measure AA, First 5 was appointed to serve as the “Early Education Implementation Partner” and designated as an authorized representative in implementing and overseeing child care and early education programs in the City of Oakland, directly or through subcontracts, as more particularly set forth in Measure AA and the guidelines adopted by the Citizens’ Oversight Commission every five (5) years for the Early Education Fund to outline the priorities for programs supported by the Early Education Fund (the “Early Education Guidelines”). Measure AA requires that funding priority be given to public agencies to expand public programs in all areas of the City of Oakland that meet a baseline quality level and can accommodate more children using empty classrooms and/or filling vacancies, particularly programs at Agency (including converting part-day preschool to full-day preschool at Agency sites, hiring additional staff, or expanding the hours of service to better meet the needs of working families, subject to capacity limitations determined by Agency in consultation with First 5).
- C. Agency is a state-supported education program and public agency that meets a baseline quality level and can accommodate more children using empty classrooms and/or filling vacancies in order to serve children in the City of Oakland and is willing to serve as First 5’s Priority Partner.

- D. This DSA sets forth the terms and conditions by which Agency will serve as a Priority Partner of First 5 in expanding child care and early education programs in the City of Oakland and in establishing an effective partnership with First 5 to implement, oversee, sustain, and evaluate the programs, including, without limitation, through the sharing of students' education records as permitted by applicable law for purposes of First 5's audit and evaluation of Agency.

AGREEMENT

1. PRIORITY PARTNER PROGRAMS & GOALS

- A. **Goals Description:** The goals of the Early Education Guidelines for the First Five Years are to increase overall attainment and reduce socioeconomic and/or other demographic disparities in child educational outcomes, such as kinder-readiness, and provide family support services, to achieve the following outcomes prioritized as follows, such that plans to fund a lower priority outcome may only be implemented if First 5 has determined that the next highest priority goal is reasonably achievable within the five-year period:
- i. Make available free or affordable and high-quality early education and/or preschool for four-year-old children from low-income families, such as those who make less than eighty-five percent (85%) of the state median income, with a priority on serving the children of families with the lowest incomes and/or those who are in high need, while also supporting such families who need family, friend, and neighbor care.
 - ii. Increase the availability of free or affordable and high-quality early education and/or preschool for three-year-old children from low-income families, with a priority on serving the children of families with the lowest incomes or those who are in high need, while also supporting such families who need family, friend, and neighbor care.
 - iii. Increase the affordability and/or quality of preschool for all four-year-old children, with a priority on serving the children of families with the lowest incomes or those in highest need, while also supporting such families who need family, friend, and neighbor care.
 - iv. Increase the affordability and/or quality of preschool for three-year-old children, with a priority on serving the children of families with the lowest incomes or those in highest need, while also supporting such families who need family, friend, and neighbor care.
 - v. Increase the availability and/or quality of child development support services for children and families from low-income backgrounds with children from birth through age three, while also supporting such families who need family, friend, and neighbor care.
- B. **Agency Roles and Responsibilities:** To achieve these goals, Agency is committed to doing the following -
- i. Ensuring that Measure AA funding is used only to expand access to, or enhance the quality of, early care and education, rather than to replace existing funds, provided, however, that if federal, state, non-City, or restricted Oakland Unified School District funding was committed for the purpose of providing such services and subsequently ceases to be provided and is not replaced by other federal, state, non-City, or restricted Oakland Unified School District funding

- committed for that same purpose, then moneys in the Early Education Fund may be expended to the extent necessary for such services to continue;
- ii. Ensuring that Measure AA funding is not used for K-12 school day services except for the purpose of expanding transitional kindergarten eligibility to additional four-year-old children;
- iii. Striving to achieve a baseline rating of at least three (3) or higher on the regional Quality Rating and Improvement System (“QRIS”), or a successor system;
- iv. Utilizing a developmentally appropriate curriculum aligned with California Department of Education standards, and in addition that is also evidence-based and/or has demonstrated success in improving preparation for kindergarten;
- v. Conducting formative assessments to shape instruction;
- vi. Participating in valid, regular, and reliable assessments of early education quality in order to foster continuous improvement and to reduce disparities, such as those by income and wealth, in child outcomes; and
- vii. Providing a staff liaison to act as the central point of contact for logistical, process and programmatic issues.

- C. First 5 Roles and Responsibilities: To achieve these goals, First 5 is committed to doing the following -
 - i. Providing for a rigorous monitoring, reporting and compliance process, inclusive of the Result Based Accountability Plan/Service Accountability Plan, of the impact of the early education programs, such as on child outcomes data including kindergarten-readiness, that will facilitate assessment of whether the early education programs are achieving the goals of Measure AA;
 - ii. Ensuring that professional development and coaching are generally available for educators;
 - iii. Providing program criteria, outcome indicators, data collection and reporting guidelines; and
 - iv. Providing a First 5 staff liaison (e.g., Senior Administrator of ECE Provider Partnerships) to act as the central point of contact for logistical, process and programmatic issues.

II. DATA SHARING AND REPORTING REQUIREMENTS

- A. Purpose: The Parties acknowledge and agree that the sharing of education records, as defined by the Family Educational Rights and Privacy Act (“FERPA”), by Agency to First 5 is necessary to support the administration, audit and evaluation of the Early Education Fund via the data sharing planning, compliance, and reporting requirement efforts related to the Oakland Children’s Initiative, such as identification of progress towards stated goals of the ordinance, tracking and analyzing county-wide child care subsidy utilization, by age and setting, creation of data dashboards and reports with aggregate data, and advocacy for policy changes, resources, and supports, etc.
- B. Agency Roles and Responsibilities: To achieve the purpose above, Agency is committed to doing the following -

- i. Electronically submitting certain data elements of Agency students' education records to First 5, as more particularly set forth in Exhibit D-1, attached hereto and incorporated herein by reference;
- ii. Transferring data containing education records in a secure manner which minimizes exposure of any and all personally identifiable information as defined by the FERPA regulations under 34 CFR § 99.3 ("PII"), as set forth in Exhibit D-2, attached hereto and incorporated herein by reference;
- iii. Coordinating across internal data systems to reduce data redundancy or data loss (e.g., continuity of data over time);
- iv. Ensuring education records data transmitted is as complete and accurate as possible;
- v. Allowing for the refinement of data definitions, formats, data elements, and processes, as may be needed to meet the goals of this DSA and Measure AA;
- vi. Engaging in a data development process related to the detailed data files for transmission between Agency and First 5, including but not limited to additional identification of data elements, changes in periodicity of transmission or reporting frequencies, enhancements to secure electronic transmission and storage processes, and compliance with state and federal privacy laws (i.e., FERPA);
- vii. Identifying a staff lead familiar with Agency's data management systems and who is authorized to compile and transmit data as described in the DSA and engage in data refinement and data development processes as needed;
- viii. Engaging in timely, frequent, and on-going maintenance and coordination of data in external systems, including, but not limited to, The Early Care and Education Workforce Registry;
- ix. Continuing participation in or use of the Quality Rating and Improvement System ("QRIS") or successor system, Desired Results Developmental Profile ("DRDP"), CLASS, Ages and Stages Questionnaire ("ASQ"), and Early Childhood Environmental Rating Scale ("ECERS/ITERS");
- x. Providing monthly detailed child and staff data files, annual site/facility data files, training and assessment data, including provision of those monthly, quarterly or annual data files retroactively from January 2023 to current after consultation with First 5 and incorporating additions or edits from the data development agenda; and
- xi. Meeting transmission deadlines of the 15th of each month, or as otherwise specified in Exhibit D-1.

C. First 5 Roles and Responsibilities: To achieve these goals, First 5 is committed to doing the following -

- i. Using PII from Agency education records data only for the purpose of conducting audit and evaluation activities of Agency;
- ii. Maintaining any PII received from Agency in a secure manner by applying appropriate technical, physical, and administrative safeguards to properly protect the PII, both at rest and in transit to ensure confidentiality and limited access to approved staff as outlined in Exhibit D-2;
- iii. Not sharing PII from education records data received under this DSA with any other entity except as provided by the terms of this DSA;

- iv. Sharing only de-identified or aggregate education records data (including from other priority partners) with third parties for purposes of fulfilling First 5's Measure AA-aligned, planning, monitoring and accountability, and reporting activities;
 - v. Requiring that all employees and agents of First 5 who have access to Agency data are compliant with all applicable provisions of this DSA with respect to the confidentiality of education records data shared under this DSA;
 - vi. Complying with all applicable laws for responding to a data breach, including, when appropriate or required, responsibilities and procedures for notification and mitigation;
 - vii. Allowing for the refinement of data definitions, formats, data elements, and processes as may be needed to meet the goals of this DSA and Measure AA;
 - viii. Engaging in a data development process related to the detailed data files for transmission between Agency and First 5, including but not limited to additional identification of data elements, changes in periodicity of transmission or reporting frequencies, enhancements to secure electronic transmission and storage processes, and compliance with state and federal privacy laws (i.e., FERPA);
 - ix. Identifying a lead staff familiar with First 5's data management system and who is authorized to engage in the data development process (e.g., Data and Insights Supervisor);
 - x. Requiring First 5 to destroy any PII from Agency's education records when the PII is no longer needed for First 5's audit and evaluation activities of Agency, as contemplated pursuant to this DSA; and
 - xi. Establishing policies and procedures, consistent with FERPA and other federal, state, and local confidentiality and privacy laws, to protect PII from Agency's education records from further disclosure and unauthorized use.
- D. Data Ownership: First 5 acknowledges and agrees that any PII from education records provided by the Agency continues to be the property of and under the control of Agency; notwithstanding the foregoing, the Parties agree and acknowledge that First 5 may de-identify PII from such education records in accordance with FERPA and may use such de-identified data for any purpose not prohibited by law. Agency agrees that First 5 shall be the exclusive owner of any de-identified education records.

III. MEETING COORDINATION

- A. Coordination
 - i. First 5 is responsible for scheduling and hosting implementation and leadership meetings to support the planning, administration, implementation, evaluation, and monitoring of the Early Education Fund related efforts.
 - ii. Agency is responsible for attendance, collaboration, engagement, and production of work products as agreed to in advance of and during meetings.
- B. Frequency of Meetings and Attendees
 - i. Kickoff meetings are expected to include preparation and information sharing sessions to complete Early Education Fund annual program plan and budget.

- ii. Implementation meetings will, at a minimum, be held monthly, or as required by First 5, to share information, coordinate, and advance program planning, program implementation, budget considerations, data sharing and reporting, and communications.
 - 1. Priority Partner attendees will include, but are not limited to, program, finance, budget, data, and legal staff designated by Priority Partner’s leadership to work with First 5 on Oakland Children’s Initiative Early Education Fund efforts.
- iii. Leadership meetings will, at a minimum, be held quarterly or as required by First 5, to share information, monitor progress, and advance Early Education Fund efforts.
 - 1. Priority Partner attendees will include, but are not limited to: City of Oakland City Administrator, Oakland Children’s Initiative Accountability Officer, City of Oakland Director of Human Services Department (or successor agency and/or department), City of Oakland Human Services Manager for Early Childhood and Family Services & Head Start Program Director, OUSD Superintendent, OUSD Chief of Staff, OUSD Chief Academic Officer, and OUSD Executive Director of Early Learning.
- iv. Additional meetings may be held to ensure ongoing compliance, budget and monitoring activities.

C. Attendees

- i. First 5 is responsible for differentiated attendance of program, communications, planning and leadership according to meeting types and planned agenda content.
- ii. Agency is responsible for differentiated attendance of program, communications, planning and leadership according to meeting types and planned agenda content.

IV. COMMUNICATION COORDINATION

The Parties will collaborate and cooperate with the other in developing a coordinated communication plan and implementation strategy including but not limited to branding, logo, photography requirements, publicity, etc. regarding the services provided hereunder.

V. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF THE PARTIES.

- A. Each of the Parties represents and warrants that (i) it has all requisite power, authority, and capacity to enter into this DSA and to perform its obligations herein; (ii) the execution and delivery of this DSA by such Party and the consummation of the transactions contemplated herein by such Party have been duly and validly authorized by all necessary action, including all approvals and consents required from any other person or governmental authority; and (iii) this DSA constitutes a valid, legally binding DSA of such Party, enforceable against such Party in accordance with its terms.
- B. Agency, by executing this DSA, represents and warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local,

state, or federal department or agency. Further, Agency shall, during the term of this DSA, honor early educator employees' written, voluntary requests to contribute part of their pay via payroll deduction to a professional organization of their choosing and shall notify early educators about Agency's contractual obligation to honor their written request to contribute.

- C. First 5 is acting as an independent government agency to facilitate the implementation, administration, and evaluation of the Early Education Funds under this DSA for the purposes as set forth in the Background. First 5 is neither an employee, subcontractor, nor an agent of Agency. First 5 shall have no right or authority to enter into DSAs on behalf of or otherwise bind, Agency, and Agency shall have no right to enter into DSAs or otherwise bind First 5.
- D. The Parties shall be entitled to, upon reasonable notice to the other party, an opportunity to conduct compliance audits under 20 U.S.C. Section 1232g. The Parties shall negotiate the scope, length and terms of such audits in good faith between each Party's representatives.

VI. TERM; TERMINATION.

- A. The term of this DSA ("Term") shall be effective as the Effective Date of the Main Agreement will be coextensive with the term of the Main Agreement, and shall terminate as of the termination of the Main Agreement. Provisions of this DSA will be subject to modification only by the written consent of the undersigned parties.
- B. First 5 shall have the right to immediately terminate the DSA if its appointment as the Early Education Implementation Partner is terminated before the expiration of First 5's term.

VII. COMPLIANCE WITH LAW.

Article XV (Compliance With Laws) and Article XVI (Compliance With Laws – Contracts With A Value Of \$100,000 Or More) of the Main Agreement are incorporated by reference into this DSA. Without limiting the foregoing, both Parties agree to comply with all applicable state and federal laws and regulations pertaining to education records privacy and security, including but not limited to FERPA and its implementing regulations thereunder, the Protection of Pupil Rights Amendment ("PPRA"), the Student Online Personal Information Protection Act ("SOPIPA"), AB 1584, and all other applicable Federal and California laws and regulations.

VIII. MISCELLANEOUS.

- A. Amendment. It is mutually agreed that this DSA may be modified or amended at any time upon the mutual written consent of the parties hereto. Any modification or amendment to this DSA shall become effective as of the date of execution by both parties.
- B. Changes in Compliance. It is agreed that First 5 may modify this DSA at any time in accordance with the terms and contractual obligations set forth by the City of Oakland.

- C. Changes in Law. It is agreed that, if any of the provisions of the DSA are affected by changes in Federal or State laws or regulations and municipal and local health and safety regulations, including but not limited to directives pertaining to the COVID-19 pandemic, this DSA shall be renegotiated and amended accordingly.
- D. Severability. The invalidity or unenforceability of any provision of this DSA will not affect the validity of any other provision. Non-Waiver. Any express waiver or failure to exercise promptly any right under this DSA will not create a continuing waiver or any expectation of non-enforcement.
- E. Counterparts. The Parties agree that this DSA may be executed in one or more counterparts, each of which, when assembled together, shall constitute one and the same DSA and shall constitute an enforceable original of the DSA, and that facsimile or electronic signatures shall be as effective and binding as original signatures.
- F. Notices. All notices provided by either party to the other party shall be in writing, and will be deemed duly given when delivered via electronic mail or fax, or when deposited in the United States mail via First Class with pre-paid postage, to the following address:

If to First 5:

1115 Atlantic Avenue, Alameda, California 94501

Attn: Kristin Spanos, Chief Executive Officer

Email: Kristin.Spanos@first5alameda.org

Fax: 510-227-6901

If to Agency:

1011 Union Street, Oakland, California 94607

Attn: Sondra Aguilera

Email: Sondra.aguilera@ousd.org

Fax: 510-879-3687

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

By signing below, each signatory represents that it has the authority to execute this DSA.

First 5 Alameda County

Kristin Spanos
Kristin Spanos
Chief Executive Officer

8/8/2023
Date

Oakland Unified School District

Sondra Aguilera
Sondra Aguilera
Chief Academic Officer

7/31/2023
Date

Mike Hutchinson
Mike Hutchinson
President, Board of Education

Kyla Johnson-Trammell
Kyla Johnson-Trammell
Superintendent and Secretary, Board
of Education

Approved as to Form:

Jenine A. Lindsey
Jenine Lindsey
Interim General Counsel

EXHIBIT D-1

The following tables below indicate data fields needed in the transfer of data from Agency to First 5.

1. ECE Report

The ECE Report table identifies data fields to be included in the transfer of child-level data from Agency to First 5. The ECE Report shall be transmitted on the 15th of every month with data from the preceding month and shall include records of all children who were actively enrolled at any point during the reporting period. Definitions listed below are subject to change pending data availability. Include an entry (row) for each child under 5 years of age enrolled in Agency programs during the reporting period. Child records may be entered more than once to capture complete data for fields with multiple values. Child data shall be as complete and accurate as possible and may be combined from various data systems including but not limited to care coordination systems, enrollment management systems, attendance databases, HR databases, fiscal operations systems, etc.

Elements / Data Field	Definition
Child Unique ID	Child Unique ID as specified in OUSD's data systems
Transition from OHS (Y/N)	Indicates whether any fields within the child's data were received from OHS
Last Name	Child's last name
First Name	Child's first name
Street Address	Child's home street address
City	Child's home city
Zip Code	Child's home zip code
Date of Birth	Child's date of birth
Single Parent Household	Indicates a child living with an unmarried parent
Race	Child's race
Ethnicity	Child's ethnicity
Newcomer Status (Y/N)	Indicates a child that is foreign-born who has recently arrived in the United States
Country of Birth (if newcomer)	Country where newcomer student was born
SED Status	Indicates whether a child experiences socio-economic disadvantage as defined by OUSD
Monthly Family Income	Total adjusted gross monthly income used in determining a family's eligibility to receive subsidized child care services
Family Size	Number of family members used to determine income eligibility and assess an appropriate family fee
Unhoused (Y/N)	Indicates a student experiencing homelessness per the McKinney-Vento definition of homelessness
Foster Care (Y/N)	Indicates a child who is in the foster care system or has interacted with the foster care system
Active CPS Case (Y/N)	Indicates if a family has a Child Protective Services referral

Primary Home Language	Child’s primary language, which is identified by the Home Language Survey as the language first learned, most frequently used at home, or most frequently spoken by the parents or adults in the home
Dual Language Learner (Y/N)	Indicates a child who is learning two (or more) languages at the same time, or learning a second language while continuing to develop their first (or home) language
IFSP/IEP (Y/N)	Indicates a child who is supported by an Individualized Family Service Plan (IFSP) or Individualized Education Plan (IEP)
Site Unique ID	Unique name or code that identifies an early childhood education provider site. Site Unique IDs must remain consistent from month to month and be consistent across the Classroom Report, Site Report, Staffing Report, and Coaching Report.
Classroom Unique ID	Unique name or code indicating the child’s primary classroom assignment. If a child is assigned to more than one primary classroom, list individual records for each classroom assignment and indicate the corresponding hours enrolled by classroom assignment. Classroom Unique IDs must be consistent across the Classroom Report, Staff Report, and Coaching Report.
Subsidy Type(s)/Funding Source(s)/Program Code	Indicates the agency’s contract type under which the child is receiving subsidized child care or education services. Subsidized child care program codes are four-character designations and are a part of an agency’s contract number. An agency with more than one contract will have a different program code for each type of contract. The current program codes are as follows: C2AP, C3AP, CAPP, CCTR, CFCC, CHAN, CMAP, CMIG, and CSPP. If the child is enrolled in Early Head Start, indicate EHS, if the child is enrolled in Head Start, indicate HS. If the child is enrolled in transitional Kindergarten, indicate TK. If a child receives care or education is funded by the Expanded Learning Opportunities Program, indicate ELOP. If the child is receiving care or education services under a different contract type, generate a unique program code and provide a definition to First 5. If a child receives subsidized child care or education under more than one funding source, list individual records for each funding source and indicate the corresponding hours enrolled by funding source.
State/Federal Subsidized Monthly Payment	Indicates the amount the provider is paid for the subsidized child care services provided during a given report period, or the amount claimed for fiscal reimbursement purposes under an agency’s contract with The Early Learning and Care Division (ELCD) or Office of Head Start (OHS) during a given report period. This amount includes any adjustments applicable to this child (e.g., for infants, exceptional needs, severely disabled, etc.). This amount does not include the family fee or administrative costs.
Family Fee	Indicates the monthly dollar amount the family was required to pay during the report period for subsidized child care services through an agency’s contract with the Early Learning and Care Division (ELCD)
Family Copay	Indicates the remaining balance charged to the family for care and education services after the state or federal subsidized amount and family fee are deducted from the cost of tuition

Waitlist, Application, Enrollment and/or Registration Fee	Indicates any fees charged to the family related to joining the waitlist, submitting an application, enrolling, or registering a child
Other Fees	Indicates any fees charged to the family that is not captured by the family fee, copay, waitlist, application, enrollment, or registration fee
Hours Enrolled Monday	Indicates the hours the child is scheduled to attend the program or receive services on Mondays.
Hours Enrolled Tuesday	Indicates the hours the child is scheduled to attend the program or receive services on Tuesdays.
Hours Enrolled Wednesday	Indicates the hours the child is scheduled to attend the program or receive services on Wednesdays.
Hours Enrolled Thursday	Indicates the hours the child is scheduled to attend the program or receive services on Thursdays.
Hours Enrolled Friday	Indicates the hours the child is scheduled to attend the program or receive services on Fridays.
Hours Enrolled Saturday	Indicates the hours the child is scheduled to attend the program or receive services on Saturdays.
Hours Enrolled Sunday	Indicates the hours the child is scheduled to attend the program or receive services on Sundays.
DRDP	Desired Results Developmental Profile (DRDP) assessment score by developmental domain, according to the age group instrument
ASQ Child ID	Child ID number as assigned by the Ages and Stages Questionnaire online tool and database, ASQ Online
TANF (CalWORKS) (Y/N)	Indicates whether the Head-of-Household where the child resides received any type of TANF or CalWORKs cash assistance during the report period
SSI (Y/N)	Indicates whether the Head-of-Household where the child resides received any type of SSI cash assistance during the report period
SNAP/CalFresh (Y/N)	Indicates whether the Head-of-Household where the child resides received any type of SNAP or CalFresh nutrition assistance during the report period
Attendance Days	Number of days child was present during all or part of the school day in the reporting period
Absent Days	Number of days a child missed a scheduled day

2. Classroom Report

The Classroom Report data table identifies data fields to be included in the transfer of classroom-level data from Agency to First 5. The Classroom Report shall be transmitted on October 15th and be populated with data from the current school year. Data listed in the Elements / Fields column below indicate fields to be included as columns in the Classroom Report. Definitions listed below are subject to change pending data availability. Include an entry (row) for each classroom offering early childhood care and education or transitional kindergarten programming during the reporting period. Classroom data records may be entered more than once to capture complete data for fields that have multiple values. Classroom-level data shall be as complete and accurate as possible and may be combined from various data systems including but not limited to care coordination systems, enrollment management systems, attendance databases, fiscal operations systems, facilities data bases, etc.

Elements / Data Field	Definition
Classroom Unique ID	Unique name or code used to identify a classroom. Classroom Unique ID value must be consistent across the ECE Report, Staff Report, and Coaching Report
Site Unique ID	Unique name or code used to identify buildings or campuses housing an early childhood program. Site Unique ID value must be consistent across the ECE Report, Site Report, Staff Report, and Coaching Report
Funding Source(s)	Indicates the agency’s contract type(s) under which children in the classroom are receiving subsidized child care or education services. Subsidized child care program codes are four-character designations and are a part of an agency’s contract number. An agency with more than one contract will have a different program code for each type of contract. The current program codes are as follows: C2AP, C3AP, CAPP, CCTR, CFCC, CHAN, CMAP, CMIG, and CSPP. If children in the classroom are enrolled in Early Head Start, indicate EHS. If children in the classroom are enrolled in Head Start, indicate HS. If children in the classroom are enrolled in transitional Kindergarten, indicate TK. If children in the classroom receive care or education funded by the Expanded Learning Opportunities Program, indicate ELOP. If children in the classroom are receiving care or education services under a different contract type, generate a unique program code and provide a definition to First 5.
Ages Served	Age range of eligibility to be assigned to the classroom
Enrollment Capacity	Total enrollment capacity of the classroom
Current Enrollment	Total number of students/children enrolled during the reporting period
Subsidized Slots	Number of spaces in the classroom reserved for students receiving subsidized care or education services
Hours of Operation	Hours the classroom is in use for instruction or care services. Indicate start time and release time.
Full Year/Part Year	Indicate the number of days per year the classroom is in use for instruction or care services
Full Cost of Care	Indicate the average total monthly cost of providing care and education to one child in the classroom
Facility Improvement Dollars (Y/N)	Indicates whether OCI funds were used to augment the learning environment in the classroom during the previous fiscal year
Facility Improvement Project Type (Choose from Dropdown)	Indicates the project type funded by OCI dollars. The discrete list of project types includes lease support, renovation and repairs, new construction, playground and outdoor space, furniture, fixtures, and equipment (FFE), non-consumable classroom supplies, and consumable classroom supplies
ITERS	Most recent Infant Toddler Environment Rating Scale rating of the classroom.
ECERS	Most recent Early Childhood Environment Rating Scale (ECERS) rating of the classroom
CLASS	Most recent Classroom Assessment Scoring System (CLASS) rating of the classroom.
Language of Instruction	Primary language formally used for instruction in the classroom

3. ECE Site Report

The ECE Site Report data table identifies data fields to be included in the transfer of site-level data from Agency to First 5. The ECE Site Report shall be transmitted on July 15th and be populated with data from the previous fiscal year. Data listed in the Elements / Fields column below indicate fields to be included as columns in the ECE Site Report. Definitions listed below are subject to change pending data availability. Include an entry (row) for each site offering early childhood care and education or transitional kindergarten programming during the reporting period. Site-level data shall be as complete and accurate as possible and may be combined from various data systems including but not limited to fiscal operations systems, facilities data bases, etc.

Elements / Data Field	Definition
Site Unique ID	Unique name or code used to identify buildings or campuses housing an early childhood program. Site Unique ID value must be consistent across the ECE Report, Classroom Report, Staff Report, and Coaching Report
License Number(s)	License number(s) assigned to the program(s) operating at the site by the Child Care Licensing Program. If there is more than one license number operating at a site, separate the values with a comma
Registry Program ID	Program ID assigned to the site by the Workforce Registry
Street Address	Site street address
City	Site city
Zip Code	Site zip code
ECE Facility Size (SF)	Gross square footage of space used by ECE and TK programs
OCI funds spent on lease support	Dollar amount of OCI funds allocated to the site to be used for lease payments during the reporting period
OCI funds spent on ECE renovation and repairs	Dollar amount of OCI funds allocated to the site to be used for renovation and repair projects during the reporting period
OCI funds spent on deferred maintenance	If OCI funds were used at the site for renovation and repairs, indicate the dollar amount used for addressing deferred maintenance
OCI funds spent on ECE new construction	Dollar amount of OCI funds allocated to the site to be used for demolition and new construction projects during the reporting period
OCI Funds spent on Playgrounds/Outdoor Space	Dollar amount of OCI funds allocated to the site to be used for replacing or repairing playgrounds and/or developing or renovating outdoor space during the reporting period.
OCI funds spent on furniture, fixtures, and equipment	Dollar amount of OCI funds allocated to the site to be used for purchasing furniture, fixtures, and equipment during the reporting period
OCI funds spent on non-consumable supplies	Dollar amount of OCI funds allocated to the site to be used for purchasing non-consumable program supplies during the reporting period. Non-consumable program supplies have a multi-year shelf life
OCI funds spent on consumable supplies	Dollar amount of OCI funds allocated to the site to be used for purchasing consumable program supplies during the reporting period. Consumable supplies are items such as food, art or office supplies, or other items that children and staff use or wear out and require regular replacement.

Additional square footage resulting from OCI funds	Gross square footage of new facility space resulting from new construction projects funded by OCI that opened during the reporting period.
New classrooms resulting from OCI funds	Count of new classrooms resulting from new construction projects funded by OCI that opened during the reporting period
Additional capacity resulting from OCI funds	Total ECE and TK enrollment capacity of all new construction projects funded by OCI that opened during the reporting period
Facility Condition Index (FCI)	Total cost of maintenance, repairs and replacement deficiencies divided by the current replacement value of the facility housing ECE and/or TK programs
QRIS	Most recent Quality Rating and Improvement System (QRIS) rating of the site

4. Kindergarten Site Report

The Kindergarten Site Report data table identifies data fields to be included in the transfer of site-level data from Agency to First 5. The Kindergarten Site Report shall be transmitted on July 15th and be populated with data from the previous fiscal year. Data listed in the Elements / Fields column below indicate fields to be included as columns in the Kindergarten Site Report. Definitions listed below are subject to change pending data availability. Include an entry (row) for each site offering kindergarten programming during the reporting period. Site-level data shall be as complete and accurate as possible and may be combined from various data systems including but not limited to fiscal operations systems, facilities data bases, etc.

Elements / Data Field	Definition
Site Unique ID	Unique name or code used to identify buildings or campuses housing a single early childhood or kindergarten program.
Street Address	Site street address
City	Site city
Zip Code	Site zip code
EDI	Early Development Instrument (EDI) result for the site

5. Staff Report

The Staff Report data table identifies data fields to be included in the transfer of staff-level data from Agency to First 5. The Staff Report shall be transmitted on the 15th of every month with data from the preceding month and include records of applicable staff that were employed at any point during the reporting period. Applicable staff include but are not limited to directors, site supervisors, managers, administrators, teachers, assistant teachers/aides, student teachers, professional support staff, coaches, specialists, home visitors, operations personnel, custodial, and food staff. Data listed in the Elements / Fields column below indicate fields to be included as columns in the Staff Report. Definitions listed below are subject to change pending data availability. Include an entry (row) for each Agency employee or contractors' employee supporting early childhood and transitional kindergarten programs during the reporting period. Employee records may be entered more than once to capture data in fields that have multiple values. Staff-level data shall be as complete and accurate as possible and may be combined

from various data systems including but not limited to care coordination systems, human resources databases, fiscal operations systems, etc.

Elements / Data Field	Definition
Employee Unique ID (OUSD/OHS)	Unique Employee ID as specified in OUSD’s data systems
Workforce Registry ID	Unique ID assigned to professional from the Workforce Registry
Site Unique ID	Unique name or code used to identify buildings or campuses housing an early childhood or kindergarten program. Site Unique ID value must be consistent across the ECE Report, Classroom Report, Site Reports, and Coaching Report
Role	Employee’s categorization/position within OUSD. If an employee changes roles during the reporting period, include two entries for the staff member indicating the two roles and corresponding start and termination dates.
Hire Date	Employee’s first day in their current role at OUSD. If an employee changes roles during the reporting period, include two entries for the staff member indicating the two roles and corresponding start dates.
Termination Date	Employee’s final day in the indicated role at OUSD
Classroom Unique ID	Unique name or code used to identify the employee’s primary classroom assignment. Classroom Unique ID value must be consistent across the ECE Report, Classroom Report, and Coaching Report
Primary Work Schedule	Indicate the primary hours of employment including start time and end time.
FTE	Full-time equivalent (FTE) measurement equal to an employee’s scheduled hours divided by the employer’s hours for a full-time work week for the employee’s position/role
Wage (Annual)	Employee’s cumulative wage for one year of work
Wage (Hourly)	Employee’s hourly wage
Coaching Hours	Number of hours of coaching support received by the employee. Coaching refers to technical assistance and quality improvement support provided by a highly-trained and skilled ECE professional. Coaches help sites identify areas of improvement and implement strategies to improve quality.
PLC Hours	Number of hours of professional learning community (PLC) support received by the employee. A PLC is a group of ECE professionals who gather to learn with and from each other using quality elements as the framework for discussion. The learning community is facilitated by a coach or consultant who creates a collaborative climate and guides reflection for the purpose of continuous quality improvement.

6. Training Attendance Report

The Training Attendance Report table identifies data fields to be included in the transfer of staff-level data for each training offered to employees who support early childhood and transitional kindergarten programming. The training attendance data shall be transmitted on July 15th with data from the preceding fiscal year. Data listed in the Elements / Fields column below indicate fields to be included as

columns in the report. Definitions listed below are subject to change pending data availability. Include an entry (row) for each employee who attended a training session offered to Agency employees and contractors supporting early childhood and transitional kindergarten programs during the reporting period. Attendance data shall be as complete and accurate as possible and may be combined from various data systems including but not limited to care coordination systems, HR databases, fiscal operations systems, etc.

Elements / Data Field	Definition
Employee Unique ID	Unique Employee ID as specified in OUSD’s data systems
Training Unique ID	Unique name or code used to identify training

7. Training Satisfaction Report

The Training Satisfaction Report table identifies data fields to be included in the transfer of training-level data from Agency to First 5. The Training Satisfaction Report shall be transmitted on July 15th with data from the preceding fiscal year. Data listed in the Elements / Fields column below indicate fields to be included as columns in the Training Satisfaction Report. Definitions listed below are subject to change pending data availability. Include an entry (row) for each Agency training offered to employees or contractors’ employees supporting early childhood and transitional kindergarten programs during the reporting period. Training satisfaction data shall be as complete and accurate as possible and may be combined from various data systems including but not limited to survey tool reports, etc.

Elements / Data Field	Definition
Training Unique ID	Unique name or code used to identify training
Number of attendees who rate as very poor	Count of training attendees that report they were “extremely dissatisfied” with the training in the professional development feedback survey
Number of attendees who rate as poor	Count of training attendees that report they were “mostly dissatisfied” with the training in the professional development feedback survey
Number of attendees who rate as satisfactory	Count of training attendees that report they were “neither satisfied or dissatisfied” with the training in the professional development feedback survey
Number of Attendees who rate as good	Count of training attendees that report they were “mostly satisfied” with the training in the professional development feedback survey
Number of Attendees who rate as very good	Count of training attendees that report they were “extremely satisfied” with the training in the professional development feedback survey
Number of Attendees who learned information they might use in their work with children	Count of training attendees that report they learned information they will use in their work with children. First 5 and OUSD to coordinate survey language.
Number of Attendees who learned information they might use in the classroom	Count of training attendees that report they learned information they might use in their work with children. First 5 and OUSD to coordinate survey language.

Number of Attendees who did not learn information they will use in their work with children	Count of training attendees that report they did not learn information they will use in their work with children. First 5 and OUSD to coordinate survey language.
--	---

8. Coaching Report

The Coaching Report table below describes the data fields to be included in the transfer of coaching data from Agency to First 5. The Coaching Report shall be transmitted on July 15th with data from the preceding fiscal year. Data listed in the Elements / Fields column below indicate fields to be included as columns in the Coaching Report. Definitions listed below are subject to change pending data availability. Include an entry (row) for each coaching session supporting early childhood and transitional kindergarten employees during the reporting period. Coaching data shall be as complete and accurate as possible and may be combined from various data systems including but not limited to care coordination systems, human resources databases, coaching logs, fiscal operations systems, etc.

Elements / Data Field	Definition
Type	Choose from Coaching or Professional Learning Community (PLC). Coaching refers to technical assistance and quality improvement support provided by a highly-trained and skilled ECE professional. Coaches help sites identify areas of improvement and implement strategies to improve quality. A PLC is a group of ECE professionals who gather to learn with and from each other using quality elements as the framework for discussion. The learning community is facilitated by a coach or consultant who creates a collaborative climate and guides reflection for the purpose of continuous quality improvement.
Date	Date of coaching session or PLC
Coach WFR ID	Unique ID assigned to the coach or PLC leader from the Workforce Registry
Duration	Length in minutes of coaching session or PLC
Category	Topic/subject of coaching session or PLC
Site Unique ID	Unique name or code used to identify buildings or campuses where coaching or PLC participants work. Site Unique ID value must be consistent across the ECE Report, Classroom Report, Site Report, and Staff Report
Classroom Unique ID	Unique name or code used to identify the coaching or PLC participant's classroom assignment. Classroom Unique ID value must be consistent across the ECE Report, Staff report, and Classroom Report.
Number of Participants	Number of employees receiving coaching during the session or attending PLC



ATTACHMENT 1: BUDGET

Contractor Name: Oakland Unified School District

Contract # PS-CHI-2324-225

Contract Term: July 1, 2023 – June 30, 2024

BUDGET LINE ITEMS	Total Approved Budget	Justification of Expense
PERSONNEL EXPENSES * for positions greater than 5% FTE		
<i>List position, FTE % on project, rate</i>		<i>Brief description of job responsibilities</i>
Early Learning Coaches, 10.0 FTE (\$1,207,560) @ 70% for 4 year olds (Goal 1a, Strategy 2) <i>Combined salary and benefits</i>	845,292.00	Early learning coaches will provide peer coaching in PreK and TK classrooms (4 year old classrooms is 70% proportional split, based on enrollment)
Early Learning Coaches, 10.0 FTE (\$1,207,506) @ 30% for 3 year olds (Goal 1b, Strategy 2) <i>Combined salary and benefits</i>	362,268.00	Early learning coaches will provide peer coaching in PreK and TK classrooms (4 year old classrooms is 30% proportional split, based on enrollment)
MTSS Early Learning Behaviorists, 2.0 FTE (Goal 1a, Strategy 2) <i>Combined salary and benefits</i>	200,000.00	Coach teachers and work with individually identified 4-year-old children within PK & TK
MTSS Early Learning Behaviorists, 1.0 FTE (Goal 1b, Strategy 2) <i>Combined salary and benefits</i>	100,000.00	Coach teachers and work with individually identified 3-year-old children within PK & TK
MTSS Early Learning Speech Therapists, 2.0 FTE (Goal 1a, Strategy 2) <i>Combined salary and benefits</i>	200,000.00	Work with individually identified 4-year-old children within PK & TK
MTSS Early Learning Speech Therapists, 1.0 FTE (Goal 1b, Strategy 2) <i>Combined salary and benefits</i>	100,000.00	Work with individually identified 3-year-old children within PK & TK
Director, Early learning, 1.0 FTE (Goal 5, Strategy 1) <i>Combined salary and benefits</i>	150,000.00	Position to support Early Learning leaders, sites, children, and families with instruction and services.

BUDGET LINE ITEMS	Total Approved Budget	Justification of Expense
Director, Kindergarten Readiness, 1.0 FTE (Goal 5, Strategy 1) <i>Combined salary and benefits</i>	150,000.00	Develop systems of transition, enrollment and student support services to promote school readiness. Develop instructional materials, processes, and procedures for PreK and TK programs; research existing TK programs; determine location of, and enrollment policies for, District TK programs; and participate in local and state professional learning communities. Oversee family engagement efforts within OUSD, support a smooth transition to Transitional-Kindergarten and Kindergarten.
Program Manager, Kindergarten Readiness, 1.0 FTE (Goal 5, Strategy 1) <i>Combined salary and benefits</i>	115,000.00	Manage operational aspects and development of the PK and TK program, oversee Summer Pre-K (SPK) program and school readiness events across district units, participating agencies, teachers, and other appropriate staff.
Multi-tiered System of Supports (MTSS) Network Partner 1.0 FTE (Goal 5, Strategy 1) <i>Combined salary and benefits</i>	120,000.00	Lead and coordinate MTSS support for PK/TD students across all early learning sites; lead SST meetings, develop and coordinate Regional support teams (MTSS behaviorists, MTSS speech therapists, Early Learning coaches); Coordinate identification of support plans for students needing Tier 2 supports; align developmentally appropriate practices targeting Kindergarten transition and readiness.
Director of Student Assignment, 1.0 FTE (Goal 5, Strategy 1) <i>Combined salary and benefits</i>	150,000.00	Provide leadership, direction, and supervision of ECE enrollment operations at enrollment center and assist families in providing increased access to OUSD early learning programs.
Family Navigator, 7.0 FTE (Goal 5, Strategy 2) <i>Combined salary and benefits</i>	770,751.00	Address equity and inclusion through increased family navigation, education, and engagement, including support for family outreach and participation, attendance in district activities, and programs for families.
Outreach Family Liaison, 1.0 FTE (Goal 5, Strategy 2) <i>Combined salary and benefits</i>	109,000.00	Provide strategic and targeted outreach to Oakland families of 3 and 4 year olds to promote the opportunities available in District's preschool programs.

BUDGET LINE ITEMS	Total Approved Budget	Justification of Expense
Home Visiting Lead Teacher and Instructional Assistant (Goal 5, Strategy 3) <i>Combined salary and benefits</i>	94,500.00	Train and orient new and existing ECE staff (instructional, periphery and administrative) in Parent-Teacher Home Visit programming and practices. Provide paid time for staff to host biannual home visits.
Paid Time - Educator Professional Learning Communities (Goal 3, Strategy 1)	10,000.00	Paid time for 10 early learning educators to engage in innovative professional learning community (PLC) related to ECE Environment, Food, and Garden Program
Paid Time - ECE Family Engagement (Goal 5, Strategy 2)	6,000.00	Paid time for PK Teachers and Instructional Aides participation and design in after-hours family engagement activities (\$4,000 for 100 hours of teacher support (25 teachers) and \$2,000 for instructional assistants (20 IA's)).
Paid Time - Kindergarten Transition Teacher Leader Program (Goal 5, Strategy 3)	60,000.00	Paid time for 75 teachers who supports PreK transition to the elementary school by helping children familiarize with the school environment, activities and routines.
Total Salaries	3,542,811.00	
Personnel Benefits		Personnel benefits included as indicated above for budgeting purposes. Salary and benefit actual expenses must be segregated for reporting.
PERSONNEL EXPENSES SUBTOTAL	3,542,811.00	
GENERAL EXPENSES		
Program Materials		
Materials - PK and TK classrooms, 4 Year Olds (Goal 1c, Strategy 1)	141,000.00	PK and TK classrooms \$500/session per semester to purchase learning materials, consumables, and supplies to support child-centered learning.
Materials - Professional Development (Goal 3, Strategy 3)	45,000.00	Utilize funds to pay for materials, supplies, and consulting services related to PD.
Materials - Parent-Teacher Home Visiting (Goal 5, Strategy 3)	5,500.00	Materials to train and orient new and existing ECE staff in Parent-Teacher Home Visit programming and practices.
Materials - Family Engagement (Goal 5, Strategy 2)	10,000.00	Family engagement material to be provided at family events ex: office supplies, learning materials such as evidence-based brochures & pamphlets
Materials - Summer Kinder Bridge (Goal 5, Strategy 3)	10,000.00	Materials for Summer Kinder Bridge program to support 4 year olds entering TK/K in the fall who have little to no group learning experience.

BUDGET LINE ITEMS	Total Approved Budget	Justification of Expense
Outreach & Marketing fees and materials (Goal 5, Strategy 2)	50,000.00	Spanish language radio advertising \$10,000; Targeted digital outreach \$15,000; Outreach videos - \$2,500; Physical advertising (billboards, print, bus shelter, etc.) - \$7,500; Marketing/promotional materials \$15,000
Stipends and Incentives		
Stipends - Parent Leadership (Goal 5, Strategy 2)	60,000.00	Lead parent(s) at each site who will work in collaboration with their Family Navigator, Lead Teachers and Site Principal to develop parent lead engagement, lift up needs of the community and make connections with the local TK and K programs.(\$1,000 stipend/parent leader, up to 2 parents per early learning site (29 sites total))
Consulting Services		
Consultant: Professional Development and Coaching (Goal 3 , Strategy 2)	75,000.00	Assist in the establishment of intentional OUSD early learning coaching system (approach, framework, toolkit, technical assistance).
Miscellaneous		
Sustenance Provisions - Professional Development (Goal 3, Strategy 3)	7,250.00	Light refreshments or meals to participants while attending all-day PD or PD occurring during typical mealtimes.
Meeting Venue - District wide Early Learning Professional Development (Goal 3, Strategy 3)	50,000.00	For District wide Professional Development - a venue and associated meals/hospitality to accommodate over 400 early learning educators in one space.
Sustenance Provisions - Kindergarten Readiness and family engagement (Goal 5, Strategy 2)	4,000.00	Cost of refreshments/food for family engagement events that support school readiness, PK-Kindergarten enrollment and all other family facing engagement events to attract participation
Educator Wellness Professional Development (Goal 3, Strategy 4)	40,000.00	Mindfulness-based PD materials and facilitation to OUSD PK and TK educators and staff to address work-related stress and burnout.
Educator Wellness - Staff Requested Supports (Goal 3, Strategy 4)	10,000.00	Staff requested wellness supports and services to address work-related stress and burnout; based on equitable application process and criteria.

BUDGET LINE ITEMS	Total Approved Budget	Justification of Expense
Parent Leadership Program (Goal 5, strategy 2)	15,000.00	Materials, supplies, printing and sustenance provisions to develop and host the Parent Leadership Program to enrich family engagement and learning experiences both at the school site and in the community.
GENERAL EXPENSES SUBTOTAL	522,750.00	
SUBCONTRACTORS Requires First 5 prior approval; List separately, if more than one subcontractor, and submit subcontractor's project budget		
Playspace Designer (Goal 1c, Strategy 2)	19,000.00	Subcontract to develop master plans for the outdoor learning environments at Highland CDC and Harriet Tubman CDC (sites for 4-year-olds)
SUBCONTRACTORS SUBTOTAL	19,000.00	
OTHER EXPENSES Additional line Items exceeding \$5,000		
Family fees for attending subsidized 4-year-old programs Fall/Winter 2023. (Goal 1a, Strategy 1)	420,000.00	Funds to offset family fees charged for attending subsidized 4-year-old programs.
Family fees for attending subsidized 4-year-old programs Fall/Winter 2023. (Goal 1b, Strategy 1)	180,000.00	Funds to offset family fees charged for attending subsidized 3-year-old programs.
OTHER EXPENSES SUBTOTAL	600,000.00	
SUBTOTAL OF DIRECT EXPENSES		
Sum of totals for Personnel, General, Equipment, Subcontractors and Other	4,684,561.00	
ADMINISTRATIVE/INDIRECT COSTS	145,221.00	OUSD approved indirect rate is 3.10% Contracts in excess of \$150,000 must report specific administrative line-item expenses.
TOTAL BUDGET	4,829,782.00	

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



ATTACHMENT 2.1

SERVICE ACCOUNTABILITY PLAN

Contractor: Oakland Unified School District

Contract Term: July 1, 2023 – June 30, 2024

Program: Children’s Health Initiative

<p>Funded Activity 1 Make available high quality early education and/or preschool for four-year-old children from low-income families by offsetting family fees charged for attending subsidized 4-year-old programs.</p>	<p>By When June 30, 2024</p>	<p>Additional Comments Based on proposal submitted by Contractor on 7/22/2023, in alignment with Goal 1a, Strategy 1</p>
<p>Funded Activity 1 Make available high quality early education and/or preschool for four-year-old children from low-income families by offsetting family fees charged for attending subsidized 3-year-old programs.</p>	<p>By When June 30, 2024</p>	<p>Additional Comments Based on proposal submitted by Contractor on 7/22/2023, in alignment with Goal 1b, Strategy 1</p>
<p>Funded Activity 3 Provide Early Education Teachers and Support staff for 4-year-old classrooms to ensure high-quality early education and/or preschool for four-year-old children from low-income families with a priority on serving the children who are in in high need. Staff includes two (2) Multi-tier Systems of Support (MTSS) Behaviorists, two (2) MTSS Early Learning Speech Therapists, and</p>	<p>By When June 30, 2024</p>	<p>Additional Comments Based on proposal submitted by Contractor on 7/22/2023, in alignment with Goal 1a, Strategy 2</p>

10 Early Learning Coaches (70% proportional split based on enrollment data for 4-year-olds)		
<p>Funded Activity 4 Provide Early Education Teachers and Support staff for 3-year-old classrooms to ensure high-quality early education and/or preschool for four-year-old children from low income families with a priority on serving the children who are in in high need.</p> <p>Staff includes one (1) Multi-tier Systems of Support (MTSS) Behaviorists, one (1) MTSS Early Learning Speech Therapists, and 10 Early Learning Coaches (30% proportional split based on enrollment data for 3-year-olds)</p>	<p>By When June 30, 2024</p>	<p>Additional Comments Based on proposal submitted by Contractor on 7/22/2023, in alignment with Goal 1b, Strategy 2</p>
<p>Funded Activity 5 Provide materials, curriculum, and resources to support additional access and improved quality for 3-year-olds and 4-year-olds from low-income families</p>	<p>By When June 30, 2024</p>	<p>Additional Comments Based on proposal submitted by Contractor on 7/22/2023, in alignment with Goal 1c, Strategy 1</p>
<p>Funded Activity 6 Design play yard master plan for the outdoor learning environment at two (2) sites for 4-year-olds: Highland Child Development Center and Harriet Tubman Child Development Center</p>	<p>By When June 30, 2024</p>	<p>Additional Comments Based on proposal submitted by Contractor on 7/22/2023, in alignment with Goal 1c, Strategy 2</p>
<p>Funded Activity 7 Provide opportunities for early learning educators to participate in Professional Learning Communities (PLCs).</p>	<p>By When June 30, 2024</p>	<p>Additional Comments Based on proposal submitted by Contractor on 7/22/2023, in alignment with Goal 3, Strategy 1</p>

<p>Funded Activity 8 Develop an Early Learning Professional Development and Coaching Program related to priority topics to support needs of 3-year-olds and 4-year-olds.</p>	<p>By When June 30, 2024</p>	<p>Additional Comments Based on proposal submitted by Contractor on 7/22/2023, in alignment with Goal 3, Strategy 2</p>
<p>Funded Activity 9 Ensure that professional development (PD) is generally available for all early learning educators through hosting PD activities and providing related materials, supplies, sustenance provisions, and appropriate meeting locations.</p>	<p>By When June 30, 2024</p>	<p>Additional Comments Based on proposal submitted by Contractor on 7/22/2023, in alignment with Goal 3, Strategy 3</p>
<p>Funded Activity 10 Institute the Educator Wellness Initiative by providing mindfulness-based PD facilitation, materials, and supports for the physical, mental, emotional health of early learning educators and staff</p>	<p>By When June 30, 2024</p>	<p>Additional Comments Based on proposal submitted by Contractor on 7/22/2023, in alignment with Goal 3, Strategy 4</p>
<p>Funded Activity 11 Increase overall operational capacity through infrastructure staffing to provide enhanced services and support additional access and improved quality for 3- and 4-year-olds from low-income families who are in the highest need, from the lowest-income backgrounds, live in areas of high unmet ECE need and/or are traditionally underserved.</p> <p>Staffing Includes: 1 Early Learning Director, 1 Kindergarten Readiness Director, 1 Kindergarten Readiness Program Manager, 1 ECE MTSS Network Partner, 1 Student Assignment Director</p>	<p>By When June 30, 2024</p>	<p>Additional Comments Based on proposal submitted by Contractor on 7/22/2023, in alignment with Goal 5, Strategy 1</p>

<p>Funded Activity 12 Provide intensive, targeted family outreach, engagement and support for 3- and 4-year-olds from low-income families who are in the highest need, from the lowest-income backgrounds, live in areas of high unmet ECE need and/or are traditionally underserved.</p> <ol style="list-style-type: none"> 1. Seven (7) Family Navigators to address equity and inclusion through increased family navigation, education, and engagement 2. One (1) Outreach Family Liaison to provide strategic and targeted outreach to Oakland families 3. Develop and host Parent Leadership Program 4. Support parents to become Parent Leaders at each early learning site 5. Support early learning educators to participate in ECE Family & Teacher Engagement Events. 6. Conduct marketing outreach and engagement (including multi-lingual outreach). 7. Support family engagement and Kindergarten readiness events (materials, sustenance provisions, etc.) 	<p>By When June 30, 2024</p>	<p>Additional Comments Based on proposal submitted by Contractor on 7/22/2023, in alignment with Goal 5, Strategy 2</p>
<p>Funded Activity 13 Provide Transition Support Services for 3- and 4-year-olds from low-income families who are in the highest need, from the lowest-income backgrounds, live in areas of high unmet ECE need and/or are traditionally underserved.</p> <ol style="list-style-type: none"> 1. Provide Summer Bridge Program supports 2. Provide Home Visiting program training, supplies, and materials. 3. Support teacher participation in home visiting programs and Pre-Kindergarten and Transitional Kindergarten events 	<p>By When June 30, 2024</p>	<p>Additional Comments Based on proposal submitted by Contractor on 7/22/2023, in alignment with Goal 5, Strategy 3</p>

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]