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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Jenine Lindsey, Interim General Counsel
Sondra Aguilera, Chief Academic Officer
Jessica Cannon, Executive Director, Early Learning

Meeting Date June 26, 2024

Subject Amendment No. 2 - Oakland Children’s Initiative (Measure AA) Funds for OUSD Early Childhood Education

Ask of the Board Approval by the Board of Education of Amendment No. 2 to the Contract for Services (Contract No. PS-CHI-2324-225) by and between the District and First 5 Alameda County, Alameda, CA, with the latter accepting an additional \$52,268,739, increasing the not to exceed amount from \$11,892,159.00 to \$12,022,896.00. This contract pertains to services provided by First 5 and the Oakland Children’s Initiative (Measure AA) funds, aimed at improving Early Childhood Education facilities, renovating and reopening Washington CDC, enhancing quality, providing family support, facilitating recruitment/ enrollment/ retention, implementing Multi-Tiered System of Support (MTSS), procuring curriculum and resources for PK, TK and PK SpEd classroom resources, conducting professional development, and filling Early Childhood Education staffing positions, along with infrastructure support, extending the term of the contract from July 1, 2023 through to June 30, 2024 to June 30, 2027. All other terms and conditions of the contract remain in full force and effect.

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. The City of Oakland projects it will leverage +\$30 million in annual revenue to dramatically expand access to and the quality of preschool, as well as significantly increase college enrollment and college graduation rates.

Discussion Oakland Children’s Initiative (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/sites, play spaces, materials and PD for all Early Childhood Education Staff and Families.

Fiscal Impact

Allowable uses of the funds are specified in the voter-approved Charter amendment. Additionally, contracts awarded to Implementation Partners will be performed from contract execution date through 2027. The contract can be extended for an additional term of up to five (5) years, provided the Implementation Partner(s) remains in good standing and continues to carry out requirements as specified in Oakland Children’s Initiative and is not terminated prior to the expiration of its term.

Attachment(s)

- Amendment No. 2 - Contract with First 5
- City of Oakland – Article XVI – The Children's Initiative of 2018
- File ID #23-2656, Board approved on 12/14/23

Contract Number: PS-CHI-2324-225

SECOND AMENDMENT TO CONTRACT

This Second Amendment modifies the contract made and entered into on July 1, 2023, by and between First 5 Alameda County ("First 5"), an independent public agency of the State of California, and Oakland Unified School District herein referred to as "Contractor".

WHEREAS, effective July 1, 2023, First 5 and OUSD entered into a contract to support the implementation of the Oakland Children's Initiative, for which First 5 serves as the Early Education Implementation Partner ("Agreement").

WHEREAS, effective October 12, 2023, First 5 and OUSD entered into the first amendment to the Agreement in order to add \$7,062,377.00 to the Agreement, increasing the total contract capacity from \$4,829,782.00 to an amount not to exceed \$11,892,159.00 ("Amendment No. 1").

WHEREAS, the Parties wish to amend the Agreement to modify certain terms and to affirm that all terms that are not subject to amendment shall remain in full force and effect.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. By changing TERM from "July 1, 2023 to June 30, 2024" to "July 1, 2023 to June 30, 2027".
2. Section III, **TERMS AND CONDITIONS OF PAYMENT AND ACCOUNTABILITY REQUIREMENTS-- EXHIBIT B**, is deleted and replaced in its entirety by:

The total amount to be paid to Contractor under this Agreement shall not exceed the sum of **\$52,268,739** (FY 2023-27) and First 5 shall, under no circumstances, be required to pay in excess of that amount. **The not-to-exceed amount for FY 2024-25 is \$14,497,296, which includes a baseline budget of \$12,022,896 and one-time costs of \$2,474,400. Allocations and not-to-exceed amounts for FY 2025-26 and FY 2026-27 will be based on the baseline budget established for FY 2024-25 (\$12,022,896). First 5 reserves the right to adjust the annual allocation based on the Contractor's program and budget performance. Budgets and allocations are subject to approval by the City of Oakland.**

Payment shall be made pursuant to the terms and conditions set forth in Exhibit B.2, attached hereto and by this reference made a part hereof. Sums not so paid shall be retained by First 5. **The disbursement of funds under this Agreement shall be contingent upon the appropriation of sufficient funds by the City of Oakland to First 5 as Early Education Implementation Partner.**

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.2, as well as such requirements as may be imposed by First 5. **First 5 may, with prior written notice to Contractor, reallocate funds budgeted in Attachment 1B that have not been disbursed or committed by Contractor. Contractor will remit unspent funds to First 5 in the event that First 5 terminates this Agreement for cause pursuant to Section XIV, in addition to the other remedies set forth therein, or in the event that the City of Oakland terminates First 5 as Early Education Implementation Partner or declines to renew First 5's contract.**


3. By adding the following paragraph at the end of Section XII:

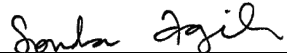
Contractor's duties and services under this Agreement shall not include preparing or assisting First 5 with any portion of First 5's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with First 5. First 5 shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with First 5 to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Agreement.

4. By substituting the revised Exhibit A1: Program Description and Requirements with the attached Exhibit A2: Second Revised Program Description and Requirements.
5. By substituting the revised Exhibit B1: Terms and Conditions of Payment and Accountability Requirements with the attached Exhibit B2: Second Revised Terms and Conditions of Payment and Accountability Requirements.
6. By substituting the revised Attachment 1A: Approved Revised Budget with the attached 1B: Second Approved Revised Budget.
7. By substituting the revised Attachment 2.1A: Revised Service Accountability Plan with the attached 2.1B: Second Revised Service Accountability Plan.
8. By substituting the original Exhibit D.1 : Revised Data Sharing Agreement with the attached Exhibit D.2: Second Revised Data Sharing Agreement.
9. By substituting the original Exhibit D.1-1: Revised Data Tables with the attached Exhibit D.2-1: Second Revised Data Tables.
10. By substituting the original Exhibit D.1-2: Revised Data Transmission Protocol with the attached Exhibit D.2-2: Second Revised Data Transmission Protocol.
11. By substituting the original Exhibit D.1-3: Revised Results-Based Accountability (RBA) Measures with the attached Exhibit D.2-3: Second Revised Results-Based Accountability (RBA) Measures.

Except for those changes expressly specified in this Amendment No. 2 all other provisions, requirements, conditions, and sections of the Agreement shall remain in full force and effect.

This Amendment is effective on July 1, 2024.


By: 
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Kristin Spanos, CEO
First 5 Alameda County

By: 
Sondra Aguilera, Chief Academic Officer
Oakland Unified School District

Date: 6/2/2024

Date: 5/30/2024

Approved as to form by OUSD Legal Department

Name: Roxanne De La Rocha Signature:  Date: 5/30/24

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 June 30, 2027 or until terminated in accordance with this Agreement, whichever is earlier. 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 **\$52,268,739** (FY 2023-27) and First 5 shall, under no circumstances, be required to pay in excess of that amount. **The not-to-exceed amount for FY 2024-25 is \$14,497,296, which includes a baseline budget of \$12,022,896 and one-time costs of \$2,474,400. Allocations and not-to-exceed amounts for FY 2025-26 and FY 2026-27 will be based on the baseline budget established for FY 2024-25 (\$12,022,896). First 5 reserves the right to adjust the annual allocation based on the Contractor’s**

program and budget performance. Budgets and allocations are subject to approval by the City of Oakland.

Payment shall be made pursuant to the terms and conditions set forth in Exhibit B.2, attached hereto and by this reference made a part hereof. Sums not so paid shall be retained by First 5. **The disbursement of funds under this Agreement shall be contingent upon the appropriation of sufficient funds by the City of Oakland to First 5 as Early Education Implementation Partner.**

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.2, as well as such requirements as may be imposed by First 5. **First 5 may, with prior written notice to Contractor, reallocate funds budgeted in Attachment 1B that have not been disbursed or committed by contractor. Contractor will remit unspent funds to First 5 in the event that First 5 terminates this Agreement for cause pursuant to Section XIV, in addition to the other remedies set forth therein, or in the event that the City of Oakland terminates First 5 as Early Education Implementation Partner or declines to renew First 5's contract.**

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.2

The party's data sharing obligations are set forth in Exhibit D.2, 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 "Indemnatee") 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.

Contractor's duties and services under this Agreement shall not include preparing or assisting First 5 with any portion of First 5's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with First 5. First 5 shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with First 5 to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Agreement.

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.2.

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 April 30, July 31, October 31 and January 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.

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EXHIBIT A2

SECOND REVISED 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. This Act enables 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 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. Moneys in the Early Education Fund provided by First 5 shall only be used to expand access to, or enhance the quality of, early care and education, 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.

3. Performance Requirements

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

Contractor will submit a proposed revised Accountability Plan for the following fiscal year to First 5 February 15th annually.

4. Data Sharing and Partnership Requirements

The parties data sharing and partnership requirements are set forth in Exhibit D2: Second Revised Data Sharing Agreement.

5. Reporting Requirements

Contractor will submit program progress reports, expense reports and a final report as outlined on the payment schedule in Exhibit B2: Second Revised 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 1B: Second Approved Revised Budget. Contractor will submit a proposed revised budget for the following fiscal year to First 5 by February 15th annually.

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. Contractor will engage 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 and the Hubbe Database System.

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 category adjustments over 10%, a written justification should be submitted for approval. Budget category adjustments under 10% are not subject to a formal revision and may be shifted to existing categories (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.

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EXHIBIT B.2**SECOND REVISED TERMS AND CONDITIONS OF PAYMENT AND ACCOUNTABILITY REQUIREMENTS**

1. **Contractor Name:** Oakland Unified School District

2. **Term of Contract:** July 1, 2023 – June 30, 2027

3. **Terms and Conditions of Payment**

Contractor will invoice for advance payments based upon the following schedule:

| | Requirements Due | Due Date | Amount |
|----|---|--|--|
| 1. | Invoice for 1 st Advance of funds contract for the INITIAL CONTRACT. | Upon execution of the Initial Contract | \$482,978.00 |
| 2. | Invoice for 2 nd Advance of funds for the FIRST CONTRACT AMENDMENT | Upon execution of 1st Contract Amendment | \$3,540,000.00 |
| 3. | Invoice for 3 rd Advance of funds for the SECOND CONTRACT AMENDMENT | Upon execution of the 2 nd Contract Amendment | Up to 25% of the baseline allocation |
| 4. | Invoice for additional advance of funds once per fiscal year | By September 30 th of each fiscal year | Not to exceed 25% of the baseline allocation, inclusive of reconciliation of previously released funds |

Contractor will adhere to the following quarterly payment and reporting schedule:

| | Requirements Due | Due Date | Amount |
|------------------------------|---|--|---------------------------|
| Fiscal Year 2023-2024 | | | |
| 1. | Contractor Leadership Demographic Survey | Upon execution of contract and annually each fiscal year | N/A |
| 2. | For the period July 1 - September 30, 2023 Contractor will submit: <ul style="list-style-type: none"> • Invoice • Expense Report & Backup Documentation | October 15, 2023 | Based on actual expenses. |
| 3. | For the period October 1 - December 31, 2023 Contractor will submit: <ul style="list-style-type: none"> • Invoice • Expense Report & Backup Documentation • Data Submission per Attachment D.2: Data Sharing Agreement (DSA) | January 30, 2024 | Based on actual expenses. |

| Requirements Due | Due Date | Amount |
|--|---|---|
| 4. For the period January 1 - March 30, 2024 Contractor will submit: <ul style="list-style-type: none"> • Invoice • Expense Report & Backup Documentation • Data Submission per Attachment D.2: DSA | April 30, 2024 | Based on actual expenses. |
| 5. For the period April 1 - June 30, 2024 Contractor will submit: <ul style="list-style-type: none"> • Invoice • Expense Report & Backup Documentation • Data Submission per Attachment D.2: DSA | July 30, 2024 | 4 th Quarter expenses to be charged against advance payments. Invoice for the amount of expenses that exceed advance payments. |
| Fiscal Years 2024-25, 2025-26, and 2026-27 | | |
| 6. | Contractor Leadership Demographic Survey | Annually at the start each fiscal year |
| 7. | For the period July 1 - September 30 Contractor will submit: <ul style="list-style-type: none"> • Invoice • Expense Report & Backup Documentation • Data Submission per Attachment D.2: DSA • Facility Expenditure Report (if applicable) | October 30 th annually Based on actual expenses. |
| 8. | For the period October 1 - December 31 Contractor will submit: <ul style="list-style-type: none"> • Invoice • Expense Report & Backup Documentation • Data Submission per Attachment D.2: DSA • Facility Expenditure Report (if applicable) | January 30 th annually Based on actual expenses. |
| 9. | For the period January 1 - March 30 Contractor will submit: <ul style="list-style-type: none"> • Invoice • Expense Report & Backup Documentation • Data Submission per Attachment D.2: DSA • Facility Expenditure Report (if applicable) | April 30 th annually Based on actual expenses. |
| 10 | For the period April 1 - June 30 Contractor will submit: <ul style="list-style-type: none"> • Invoice • Expense Report & Backup Documentation • Data Submission per Attachment D.2: DSA • Facility Expenditure Report (if applicable) | July 30 th annually 4 th Quarter expenses to be charged against advance payments. Invoice for the amount of expenses that exceed advance payments. |

| Requirements Due | | Due Date | Amount |
|------------------|---|---------------|---|
| 11 | Final Reconciliation Provide a FINAL reconciliation for the contract term (July 1, 2023 – June 30, 2027). Must identify any balance of dispersed funds unspent. | July 30, 2027 | Contractor will remit any unspent disbursed funds back to First 5 |

Invoices should be accompanied by an expense report and general ledger expense reports, quotes, receipts, and salaries and benefits documentation, and/or other documentation supporting expenses to be reimbursed. The Final Invoice and Expense Report for the fiscal year will be reconciled annually against the payments disbursed.

At the end of each fiscal year, the Contractor shall forward to First 5 an annual reconciliation statement with supporting documentation. Any balance of the dispersed funds unspent, undesignated, and/or unencumbered, including unused interest, shall be reconciled in the next disbursement schedule. Each fiscal year, an estimate of expenses to date and remaining budget balance for the contract year will be provided to First 5 by May 31. First 5 reserves the right to request, and Contractor shall promptly refund, any such funds following final reconciliation at the end of the contract term.

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.

4. Invoicing Procedures

Submit invoices to Nick Zhou via email to nick.zhou@first5alameda.org.

Invoices submitted via mail or email require an original, scanned, or electronic signature on contractor's agency letterhead are required. Invoice and Expense Report 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 request 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.

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EXHIBIT D.2

SECOND REVISED 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 (“Contractor”). First 5 and Contractor 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 Contractor (including converting part-day preschool to full-day preschool at Contractor sites, hiring additional staff, or expanding the hours of service to better meet the needs of working families, subject to capacity limitations determined by Contractor in consultation with First 5).
- C. Contractor 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 Contractor 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 Contractor.

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. Contractor Roles and Responsibilities: To achieve these goals, Contractor 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 evaluation activities including but not limited to the Early Development Instrument.
 - vii. 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
 - viii. 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 Contractor 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. Contractor Roles and Responsibilities: To achieve the purpose above, Contractor is committed to doing the following -
- i. Electronically submitting certain data elements of Contractor students’ education records to First 5, as more particularly set forth in Exhibit D.2-1, 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.2-2, 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 as set forth in Exhibit D.2-1, attached hereto and incorporated herein by reference;
 - vi. Engaging in an initial data development process related to the detailed data files for transmission between Contractor 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) as set forth in Exhibit D.2-2, attached hereto and incorporated herein by reference;
 - vii. Identifying a staff lead familiar with Contractor’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, as described in Exhibit D.2-1: Data Tables;
 - 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 and HUBBE;
 - 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 quarterly detailed child and staff data files, annual site/facility data files, training and assessment data, including provision of those 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 30th of the month after each quarter, or as otherwise specified in Exhibit D.2-1.

- C. First 5 Roles and Responsibilities: To achieve these goals, First 5 is committed to doing the following -
- i. Using PII from Contractor education records data only for the purpose of conducting audit and evaluation activities of Contractor;
 - ii. Maintaining any PII received from Contractor 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.2-2;
 - 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 Contractor 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, as set forth in Exhibit D.2-1, attached hereto and incorporated herein by reference;
 - viii. Engaging in a data development process related to the detailed data files for transmission between Contractor 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) as set forth in Exhibit D.2-2, attached hereto and incorporated herein by reference;
 - ix. Identifying a lead staff familiar with First 5's data management system and who is authorized to engage in the data development and data refinement process as described in Exhibit D.2-1: Data Tables (e.g., Data and Insights Supervisor);
 - x. Requiring First 5 to destroy any PII from Contractor's education records when the PII is no longer needed for First 5's audit and evaluation activities of Contractor, 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 Contractor'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 Contractor continues to be the property of and under the control of Contractor; 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. Contractor 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. Contractor 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. Contractor 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. Contractor, 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, Contractor 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 Contractor'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 Contractor. First 5 shall have no right or authority to enter into DSAs on behalf of or otherwise bind, Contractor, and Contractor 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 Contractor:

1011 Union Street, Oakland, California 94607

Attn: Sondra Aguilera

Email: Sondra.Aguilera@ousd.org
Fax: 510-227-6901

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

First 5 Alameda County

DocuSigned by:
Kristin Spanos
ED639B4561544E4...

6/2/2024

Kristin Spanos
Chief Executive Officer

Date

Oakland Unified School District

Sondra Aguilera
Chief Academic Officer

Date

EXHIBIT D.2-1

SECOND REVISED DATA TABLES

The City of Oakland requires Results Based Accountability (RBA) performance metrics to strengthen and increase data collection and improve contract performance in accordance with the Early Education Guidelines. This rigorous monitoring, reporting, and compliance process facilitates the assessment of whether the early education programs are achieving the goals of the Early Education Guidelines. The Oakland Childrens Initiative presents an opportunity for First 5 and the Contractor to build, integrate, and strengthen our shared commitment to Early Care and Education data systems.

First 5 and the Contractor engaged in an initial capacity building phase of data exploration to refine data fields and RBA performance metric calculations, including, but not limited to, partnering to align data definitions, understand data systems, discuss opportunities to optimize data, and trouble shoot system constraints.

The Contractor provided First 5 the initial data export by January 31, 2024, to begin identifying capacity building needs and data priorities. The initial data export was retroactive to January 1, 2023.

The initial data capacity building phase is to end no later than June 30, 2024, unless otherwise mutually agreed upon. The Contractor had the opportunity to submit to First 5 capacity building needs and revisions to the RBA metric calculations, data definitions, and data fields for review and assessment of First 5. Mutual agreement on these revisions and capacity needs marks the completion of the initial capacity building phase.

As of July 1, 2024, First 5 and the Contractor agree to review Exhibit D.2-1 Data Tables on an annual basis by April 15th of the applicable fiscal year to refine data definitions, discuss opportunities to optimize data, and troubleshoot system constraints for the next fiscal year. All significant revisions will be documented in writing and submitted for approval to First 5 staff.

The following tables below indicate data fields needed in the transfer of data from Contractor to First 5. The elements and definitions are subject to change pending data availability. The Data Tables (Exhibit D.2-1) and the RBA Measures (Exhibit D.1-3) may be revised based on the capacity building phase, requirements of Measure AA, and/or the availability of data.

1. ECE Child Report

The ECE Child Report table identifies data fields to be included in the transfer of child-level data from Contractor to First 5. The ECE Child Report shall be transmitted quarterly on July 30th, October 30th, January 30th, and April 30th with data from the preceding quarter and shall include records of all children who were actively enrolled at any point during the reporting period. Starting July 1, 2024, fields and definitions listed below are subject to change pending data availability and to be documented annually by April 15th after agreement by First 5 and the Contractor.

The submission should include an entry (row) for each child enrolled in Contractor early childhood or transitional kindergarten 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. |

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| 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. |

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| 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 Contractor to First 5. The Classroom Report shall be transmitted on October 30th 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. Starting July 1, 2024, fields and definitions listed below are subject to change pending data availability and to be documented annually by April 15th after agreement by First 5 and the Contractor.

The submission should 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. |

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| Language of Instruction | Primary language formally used for instruction in the classroom |
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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 30th 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 or via agreed upon invoicing procedures in the Facility Expense Report. Starting July 1, 2024, fields and definitions listed below are subject to change pending data availability and to be documented annually by April 15th after agreement by First 5 and the Agency.

The submission should 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 |

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| 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 quarterly on July 30th, October 30th, January 30th, and April 30th with data from the preceding quarter 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. Starting July 1, 2024, fields and definitions listed below are subject to change pending data availability and to be documented annually by April 15th after agreement by First 5 and the Agency.

The submission should 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 |
| Training Hours | Number of hours of training received by the employee |
| 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 |

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| | 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. |
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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 30th 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. Starting July 1, 2024, fields and definitions listed below are subject to change pending data availability and to be documented annually by April 15th after agreement by First 5 and the Agency.

The submission should 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 |
| Training Duration | Number of training hours earned by participating in 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 30th 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. Starting July 1, 2024, fields and definitions listed below are subject to change pending data availability and to be documented annually by April 15th after agreement by First 5 and the Agency.

The submission should 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 |

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| 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 30th 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. Starting July 1, 2024, fields and definitions listed below are subject to change pending data availability and to be documented annually by April 15th after agreement by First 5 and the Agency.

Submission should 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 |

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| | 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 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 |

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EXHIBIT D.2-2

SECOND REVISED DATA TRANSMISSION PROTOCOL - TECHNOLOGY SOLUTION AND SERVICES

Pursuant to Exhibit D.2 (Data Transmission Protocol) to the Data Sharing Agreement (“DSA”), First 5 Alameda County and Contractor hereby agree to the following data sharing platform for the transfer of data (“Platform Agreement”). The Parties agree that this Platform Agreement is hereby incorporated into Exhibit D.2 of the DSA and governed by all terms and conditions of the DSA. To the extent there is a conflict between this Platform Agreement and the DSA, the terms of this Platform Agreement will govern.

How and When Will Education Records Data Be Shared

The data will be received by First 5 through a Secure File Transfer Protocol (SFTP) platform hosted and maintained by First 5. Contractor will be provided with a confidential and secure access point that offers access to specified destinations in which to transfer files, documents, images etc. that are called out in the Data Sharing Agreement (DSA). First 5 will ensure that the SFTP server and any related components comply with all applicable federal, state, and local laws and regulations, and is specifically FERPA compliant. First 5 agrees that the obligations outlined in this Platform Agreement are specifically incorporated into the Roles and Responsibilities of the DSA. Additionally, First 5 agrees that it has the responsibility to comply with all applicable laws for responding to a data breach or any form of unauthorized access and for all breaches that occur pursuant to or as a result of the data transmission protocol outlined below.

Prior to the deployment of the SFTP site, the following information will be confirmed by First 5’s Technology Infrastructure Team Staff:

- Data that will be shared in compliance with the description of data and the submission format shared elsewhere in the DSA
 - If data is password protected by Contractor, passwords will be communicated to identified First 5 staff via an encrypted email and/or phone call
- Identify a submission duration (start date and end date)
- Contractor staff submitting the data and contact information (email and phone number)
- Identify First 5 staff who will confirm data receipt and access and provide internal notifications

A member of the First 5’s Technology Infrastructure Team will communicate the data transmission access point and date and time of transmission to Contractor staff.

After the transmission has occurred:

- The file will be moved to a secure Technology folder location with limited access.
- The file will then be deleted from the SFTP server.
- The identified First 5 staff within the Technology Infrastructure Team will promptly confirm, via email and/or phone call to assigned Contractor Staff, that 1) receipt of the data is successful; 2) the data processing procedure has begun; and 3) the original data file has been deleted from the SFTP server.
- As part of the First 5 data processing procedures, a copy of the data file will also be moved to a secure Data and Evaluation folder location with limited access for de-identification.

The confirmation process described above will be implemented in accordance with the frequency terms identified in the DSA.

Operations and Maintenance

First 5's Technology Infrastructure Team shall be responsible for the operation and maintenance of a secure data sharing environment that supports the exchange of all education records data that may include personal identifiable information, consistent with its Data Storage, Security, and Access Protocol. This responsibility includes maintaining the technological infrastructure such that all systems and software are kept up to date with appropriate software and operating system levels, security patches, antivirus and security software is installed on all systems, access controls are in place to ensure unauthorized access is prohibited, and security events are monitored and promptly responded to. This responsibility also includes individual user education to staff, maintaining a log of all data requested and received and providing appropriate access to the partner agency and internal staff. At the termination of the Data Sharing Agreement (DSA) or following the completion of the First 5's audit and evaluation of Contractor as set forth in the DSA, First 5's Technology Infrastructure Team will implement any agreed upon process regarding data retention and destruction of the education records.

TECHNOLOGY SECURITY, ACCESS AND BACKUP (CONFIDENTIAL DATA)

First 5 Alameda County utilizes a Secure File Transfer Protocol (SFTP) server and Microsoft Office 365 E3 Solution and Contractor policies and procedures to support secure document and data receipt access and storage.

TECHNOLOGY PROCEDURES

All endpoints within the Contractor's agency are managed by Ninja, a remote management tool, which keeps them current with security patches and operating system patches. And all are protected by state-of-the-art anti-virus software, Bitdefender.

At onboarding and annually all First 5 staff are presented with the *First 5 Technology Use Agreement (available upon request)*, which identifies proper use and best practices of agency technology (hardware and software). All staff members must certify review and understanding of the agreement.

Annually a Confidentiality and Security training is held for all staff. All staff members must certify completion of the training.

SUBMISSION and ACCESS

The ability to submit and access documents and data are restricted to identified and authorized First 5 Alameda County and partner Contractor's staff. In addition, these users must use multifactor authentication (MFA) in all cases.

This MFA is governed by Okta. *(MFA configuration and performance information will be made available to Contractor at any time upon request)*

BACKUP

First 5 employs a three-tiered backup approach that includes:

- Microsoft E3 Backup
- Cloud backup to TECHSperience, ACRONIS
- On premises server incremental backups
 - This option is in a properly secured dedicated room within the Contractor's building secured by an alarm system. The building is under 24-hour security patrol.

(Backup configuration and performance information will be made available to Contractor at any time upon request)

DATA COMPLIANCE STANDARDS

Data and document storage and access is governed by HIPAA and FERPA compliance and Contractor's confidentiality standards.

Contract requirements, data sharing agreements and memorandum of understanding are recognized tools that govern agency data management. Technology staff will ensure that appropriate receipt and access are controlled and restricted to designated staff. In addition to the agreed upon instructions in the tools mentioned above, retention, and destruction of data is informed by compliance with the First 5 Retention and Destruction Policy.

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EXHIBIT D.2-3

SECOND REVISED RESULTS-BASED ACCOUNTABILITY (RBA) MEASURES

The City of Oakland requires a framework to establish performance metrics that will track the enhancement and expansion of early education for the target population by focusing on three (3) critical questions: How much work was done? How well was it done? and Is anyone better off?

The following table indicates performance measures and reporting timeframes needed in the transfer of data from Contractor to First 5. First 5 and the Contractor will collaborate to review data definitions and calculations, validate findings, contextualize analyses, and troubleshoot system constraints. Contractor is responsible for participating in completion of joint review and completing Fiscal Year Anticipated Result column, 5-Year Target Result Column, and Alignment to Ordinance Goal Check boxes, to be completed during capacity building phase.

| | Performance Measure | Primary Data | Supporting Data | Periodicity of Data Transfer | Completion of Joint Review | January 2023 Baseline | Fiscal Year Anticipated Result | Fiscal Year Actual Result | 5-Year Target Result | Aligned to Ordinance Goal | | | | | | | | | | | |
|-----------|---|---|--|--|--|-----------------------|--------------------------------|---------------------------|----------------------|---------------------------|----|----|----|----|----|----|----|----|---|---|--|
| | | | | | | | | | | 1a | 1b | 1c | 1d | 1e | 3a | 3b | 3c | 3d | 4 | 5 | |
| How much? | Number of free and subsidized slots by program type, by age group, by site | Quarterly child data transfer as specified in Exhibit D.2-1 | Quarterly Staff and Annual Site data files as specified in Exhibit D.2-1. State and Federal contract | Quarterly July 30 th , October 30 th , January 30 th , April 30 th | August 30 th , November 30 th , February 28 th , May 30 th | | | | | | | | | | | | | | | | |
| | Number of children enrolled, by site, by classroom, by age, by demographics | Quarterly Child data transfer as specified in Exhibit D.2-1 | Quarterly Staff and Annual Site data files as specified in Exhibit D.2-1 | Quarterly July 30 th , October 30 th , January 30 th , April 30 th | August 30 th , November 30 th , February 28 th , May 30 th | | | | | | | | | | | | | | | | |
| | Average number of hours educators and related staff participated in training/coaching/and PLCs by site, by role | Annual training and coaching data as specified in Exhibit D.2-1 | Quarterly Staff and Annual Training data files as specified in Exhibit D.2-1 | Annually on July 30 th | August 30 th | | | | | | | | | | | | | | | | |

| | | | | | | | | | | Aligned to Ordinance Goal | | | | | | | | | | | |
|-----------|---|--|--|--|--|-----------------------|--------------------------------|---------------------------|----------------------|---------------------------|----|----|----|----|----|----|----|----|---|---|--|
| | Performance Measure | Primary Data | Supporting Data | Periodicity of Data Transfer | Completion of Joint Review | January 2023 Baseline | Fiscal Year Anticipated Result | Fiscal Year Actual Result | 5-Year Target Result | 1a | 1b | 1c | 1d | 1e | 3a | 3b | 3c | 3d | 4 | 5 | |
| | Number of ECE workforce by site, by role, by FTE, by salary | Quarterly Staff data transfer as specified in Exhibit D.2-1 | Quarterly Child and Annual Site data files as specified in Exhibit D.2-1 | Quarterly July 30 th , October 30 th , January 30 th , April 30 th | August 30 th , November 30 th , February 28 th , May 30 th | | | | | | | | | | | | | | | | |
| | Total number and percentage of sites receiving funding to augment facility by project type, by zip code | Annual Site data transfer as specified in Exhibit D.2-1 | Quarterly Child and Staff data files as specified in Exhibit D.2-1 | Annual on July 30 th | August 30 th | | | | | | | | | | | | | | | | |
| | Additional estimated licensed capacity built using OCI funds, by site, by zip code, by age group | Annual Site data transfer as specified in Exhibit D.2-1 | Quarterly Child and Annual Site data files as specified in Exhibit D.2-1 | Annual on July 30 th | August 30 th | | | | | | | | | | | | | | | | |
| How well? | Percent of available slots enrolled (uptake), by site, by age, by demographics | Quarterly Child data transfer as specified in Exhibit D.2-1 | Quarterly Child and Annual Site data files as specified in Exhibit D.2-1 | Quarterly July 30 th , October 30 th , January 30 th , April 30 th | August 30 th , November 30 th , February 28 th , May 30 th | | | | | | | | | | | | | | | | |
| | Staff retention rate, by site, by role | Quarterly Staff data transfer as specified in Exhibit D.2-1 | Quarterly Child and Staff data files as specified in Exhibit D.2-1 | Quarterly July 30 th , October 30 th , January 30 th , April 30 th | August 30 th , November 30 th , February 28 th , May 30 th | | | | | | | | | | | | | | | | |
| | Number and percentage of educators and staff who report the quality of trainings, coaching, and PLCs were good or very good, by topic | Annual Training satisfaction data transfer as specified in Exhibit D.2-1 | Quarterly Child and Annual Site data files as specified in Exhibit D.2-1 | Annual on Jul 30 th | August 30 th | | | | | | | | | | | | | | | | |

| | | | | | | | | | | Aligned to Ordinance Goal | | | | | | | | | | | |
|-----------------------|---|--|--|--|--|-----------------------|--------------------------------|---------------------------|----------------------|---------------------------|----|----|----|----|----|----|----|----|---|---|--|
| | Performance Measure | Primary Data | Supporting Data | Periodicity of Data Transfer | Completion of Joint Review | January 2023 Baseline | Fiscal Year Anticipated Result | Fiscal Year Actual Result | 5-Year Target Result | 1a | 1b | 1c | 1d | 1e | 3a | 3b | 3c | 3d | 4 | 5 | |
| | Number and percentage of educators & staff who report learning content they will use in their work with children during training, coaching, or PLCs, by topic | Annual Training satisfaction data transfer as specified in Exhibit D.2-1 | Quarterly Child and Annual Site data files as specified in Exhibit D.2-1 | Annual on Jul 30 th | August 30 th | | | | | | | | | | | | | | | | |
| Is anyone better off? | Number and percentage of children enrolled in an improved ECE facility funded by OCI by project type, by zip code | Annual Site data and child data transfer as specified in Exhibit D.2-1 | Quarterly Child and Annual Site data files as specified in Exhibit D.2-1 | Annual on Jul 30 th | August 30 th | | | | | | | | | | | | | | | | |
| | Percentage of OCI sites with a quality rating above standard | First 5 internal data, on site level | Annual, or on QRIS schedule | Annual | August 30 th | | | | | | | | | | | | | | | | |
| | DRDP Domain Scores, by Child | Quarterly Child data transfer as specified in Exhibit D.2-1 | Quarterly Staff and Annual Site data files as specified in Exhibit D.2-1 | Quarterly July 30 th , October 30 th , January 30 th , April 30 th | August 30 th , November 30 th , February 28 th , May 30 th | | | | | | | | | | | | | | | | |
| | CLASS Scores, by Classroom | Annual Classroom data transfer as specified in Exhibit D.2-1 | | Annual on October 30 th | November 30 th | | | | | | | | | | | | | | | | |
| | ECERS Scores, by Classroom | Annual Classroom data transfer as specified in Exhibit D.2-1 | Quarterly Staff and Annual Site data files as specified in Exhibit D.21 | Annual on October 30 th | November 30 th | | | | | | | | | | | | | | | | |
| | Kindergarten Readiness Assessment Scores, by Site | TBD | TBD | TBD | TBD | TBD | TBD | TBD | TBD | TBD | | | | | | | | | | | |

**ATTACHMENT 1.B
SECOND REVISED APPROVED BUDGET**

Contractor Name: Oakland Unified School District
Contract #: PS-CHI-2324-225
Contract Term: July 1, 2023 - June 30, 2027

| Budget Type | FY 2023-24 | FY 2023-24 Revised | FY 2024-25 | TOTAL FY 2023-25 |
|---------------------|---------------------|----------------------|----------------------|----------------------|
| Baseline | 4,829,782.00 | 6,829,782.00 | 12,022,896.00 | 18,852,678.00 |
| Non-Baseline | - | 5,062,377.00 | 2,474,400.00 | 7,536,777.00 |
| TOTAL BUDGET | 4,829,782.00 | 11,892,159.00 | 14,497,296.00 | 26,389,455.00 |

Contractor will submit a proposed revised budget to First 5 for the subsequent fiscal years 2025-26 and 2026-27 by February 15th annually.

| Fiscal Year | | FY 2023-2024 | FY 2023-2024 | FY 2024-25 | | |
|--|------------------------|-----------------------|-----------------------------|-----------------------|--|--|
| BUDGET LINE ITEMS | OCI Goals & Strategies | Total Approved Budget | Approved 1st Revised Budget | Total Approved Budget | Justification of Budget <i>Proportional split based on enrollment as applicable: 4-year-old classrooms 70%; 3-year-old classrooms 30%</i> | |
| ANNUAL BASELINE BUDGET | | | | | | |
| PERSONNEL EXPENSES (Title, FTE, and salary listed in description. Total combined salary and benefits listed per budget line item) | | | | | | |
| Early Learning Coaches (11.0 FTE @ \$97,327) | Goal 3 | Strategy 3.2 | 1,207,560.00 | 1,225,002.00 | 1,573,792.00 | Early learning coaches will provide peer coaching in Pre-Kindergarten (PK) and Transitional Kindergarten (TK) classrooms |
| Family Navigator (1.0 FTE @ \$72,335) | Goal 5 | Strategy 5.1 | 770,751.00 | 719,718.00 | 1,206,250.00 | Address equity and inclusion through increased family navigation, education, and engagement. |
| Multi-tiered System of Supports (MTSS) Early Learning Behaviorists (2.0 FTE @ \$328,074) | Goal 1a | Strategy 1a.3 | 200,000.00 | 193,249.00 | 343,656.60 | 70% Coach teachers and work with individual children within PK & TK. Develop Early Learning trainings and tools 30% |
| | Goal 1b | Strategy 1a.3 | 100,000.00 | 100,000.00 | 147,281.40 | |

| Fiscal Year | | FY 2023-2024 | FY 2023-2024 | FY 2024-25 | | | |
|--|------------------------|---------------|-----------------------|-----------------------------|-----------------------|--|--|
| BUDGET LINE ITEMS | OCI Goals & Strategies | | Total Approved Budget | Approved 1st Revised Budget | Total Approved Budget | Justification of Budget | |
| | | | | | | <i>Proportional split based on enrollment as applicable: 4-year-old classrooms 70%; 3-year-old classrooms 30%</i> | |
| MTSS Early Learning Speech Therapists (2.0 FTE @ \$227,262) | Goal 1a | Strategy 1a.3 | 200,000.00 | 150,000.00 | 230,945.40 | 70% | MTSS Response to Intervention (RTI) Behaviorists develop support and training for Early Learning classrooms to cultivate best-practice Tier 1 strategies being consistently implemented across classroom settings. |
| | Goal 1b | Strategy 1a.3 | 100,000.00 | 100,000.00 | 98,976.60 | 30% | |
| Director, Kindergarten Readiness (1.0 FTE @ \$155,887) | Goal 5 | Strategy 5.2 | 150,000.00 | 179,932.00 | 228,038.00 | Develop systems of transition, enrollment and student support services to promote school readiness | |
| Program Manager, Kindergarten Readiness (1.0 FTE @ \$115,274) | Goal 5 | Strategy 5.2 | 115,000.00 | 140,308.00 | 171,571.00 | Manage operational aspects and development of the PK and TK program, oversee Summer Pre-K (SPK) program and school readiness events, | |
| Director of Student Assignment (1.0 FTE @ \$162,861) | Goal 1a | Strategy 1a.4 | 150,000.00 | 170,000.00 | 138,915.00 | 70% | Provide leadership, direction, and supervision of ECE enrollment operations at enrollment center and assist families in providing increased access to OUSD early learning programs. |
| | Goal 1b | Strategy 1a.4 | | | 59,535.00 | 30% | |
| Project Manager, Facilities (1.0 FTE @ \$137,035) | Goal 1a | Strategy 1a.2 | - | 150,000.00 | 144,932.20 | 70% | Plan, coordinate, manage construction of facilities and the alteration and addition of existing buildings and structures. |
| | Goal 1b | Strategy 1a.2 | | | 62,113.80 | 30% | |
| Social Worker (1.0 FTE @ \$133,524) | Goal 1c | Strategy 1c.5 | | | 93,466.80 | 70% | Provide case management; conduct individual and family assessments; make referrals, provide crisis intervention counseling, and facilitate education groups for students, parents, and staff |
| | Goal 1d | Strategy 1c.5 | | | 40,057.20 | 30% | |
| Early Care Education Prep Teacher (3.0 FTE @ \$124,446) | Goal 1c | Strategy 1c.3 | | | 385,354.20 | 70% | Provide weekly release time for CSPP lead preschool teachers to engage in PD, coaching, prep, and staff meetings. During release time, provide children with enrichment classes. |
| | Goal 1d | Strategy 1c.3 | | | 165,151.80 | 30% | |

| Fiscal Year | | FY 2023-2024 | FY 2023-2024 | FY 2024-25 | | | |
|---|------------------------|---------------|-----------------------|-----------------------------|-----------------------|---|---|
| BUDGET LINE ITEMS | OCI Goals & Strategies | | Total Approved Budget | Approved 1st Revised Budget | Total Approved Budget | Justification of Budget | |
| | | | | | | <i>Proportional split based on enrollment as applicable: 4-year-old classrooms 70%; 3-year-old classrooms 30%</i> | |
| Early Care Education Workforce Pathways Coordinator (1.0 FTE @ \$144,470) | Goal 1a | Strategy 1a.5 | | | 167,974.10 | 70% | Develop and coordinate ECE Apprenticeship Program that focuses on training OUSD high school students to gain ECE college-credits as a career pathway to an ECE permit. |
| | Goal 1b | Strategy 1a.5 | | | 71,988.90 | 30% | |
| Early Literacy Royalty Program Manager (1.0 FTE @ \$130,926) | Goal 1a | Strategy 1a.5 | | | 127,966.30 | 70% | Plan, coordinate, and manage the Early Literacy Royalty project, a career pathway for OUSD high school juniors and seniors interested in becoming ECE educators. |
| | Goal 1b | Strategy 1a.5 | | | 54,842.70 | 30% | |
| Early Literacy Royalty Tutor (12 Tutors @ 0.40 FTE, \$16,500 each) | Goal 1a | Strategy 1a.5 | | | 138,600.00 | 70% | Tutor and assist current TK classroom teachers in facilitating instruction and social development. A career pathway for OUSD high school juniors/seniors interested in becoming ECE educators. |
| | Goal 1b | Strategy 1a.5 | | | 59,400.00 | 30% | |
| Culture Keeper - United Nation CDC (1.0 FTE @ \$44,517) | Goal 1a | Strategy 1a.3 | | | 52,530.80 | 70% | Preserve child enrollment and maintain safety through positive relationships with students, parents, staff and community. Assist in the workplace; monitor school campus; maintain order and safety; assure student compliance with school and district policies/regulations. |
| | Goal 1b | Strategy 1a.3 | | | 22,513.20 | 30% | |
| STIP Substitutes (4.0 FTE @ \$62,695) | Goal 3 | Strategy 3.1 | | | 358,252.00 | | Provide coverage for educators in CSPP classrooms to participate in professional development and intensive family engagement |
| ECE Manager (1.0 FTE @ \$133,088) | Goal 3 | Strategy 3.4 | | | 184,448.00 | | Manages quality and compliance initiatives such as developmental screening, assessment, curriculum guidance, quality improvement plans in 3–4-year-old classrooms |

| Fiscal Year | | FY 2023-2024 | FY 2023-2024 | FY 2024-25 | | |
|--|---|--------------|------------------------|-----------------------------|------------------------|--|
| BUDGET LINE ITEMS | OCI Goals & Strategies | | Total Approved Budget | Approved 1st Revised Budget | Total Approved Budget | Justification of Budget <i>Proportional split based on enrollment as applicable: 4-year-old classrooms 70%; 3-year-old classrooms 30%</i> |
| | ECE Research Analyst (1.0 FTE @ \$131,240) | Goal 4 | Strategy 4.1 | | | 192,919.00 |
| Staff Attorney (1.0 FTE @ \$184,569) | Goal 4 | Strategy 4.1 | | | 277,921.00 | Support the review and expedited completion of contracts related to OCI grant activities. |
| Credentials Associate (1.0 FTE @ \$120,826) | Goal 4 | Strategy 4.1 | | | 173,092.00 | Support recruiting, hiring, and nurturing positions needed to execute OCI plans. Serve as District's lead on matters related to credential laws, policies, regulations, and reporting. |
| Outreach Family Liaison, 1.0 FTE | Goal 5 | Strategy 1 | 109,000.00 | 109,000.00 | | <i>Position removed in FY 24-25</i> |
| Director of Children's Initiative, 1.0 FTE | Goal 5 | Strategy 1 | - | 185,000.00 | - | <i>Position removed in FY 24-25</i> |
| Director, Early learning, 1.0 FTE | Goal 5 | Strategy 1 | 150,000.00 | 150,000.00 | | <i>Position removed in FY 24-25</i> |
| MTSS Network Partner 1.0 FTE | Goal 5 | Strategy 1 | 120,000.00 | 177,800.00 | | <i>Position removed in FY 24-25</i> |
| Community School Managers, 3.0 FTE | Goal 5 | Strategy 2 | - | 420,000.00 | | <i>Position removed in FY 24-25</i> |
| Home Visiting Lead Teacher and Instructional Assistant 1.0 FTE | Goal 5 | Strategy 3 | 94,500.00 | - | | <i>Position removed in FY 23-24.</i> |
| Total Salaries | | | 3,466,811.00 | 4,170,009.00 | 6,972,485.00 | |
| Personnel Benefits | | | | | | <i>Benefits are included in budget above.</i> |
| PERSONNEL EXPENSES SUBTOTAL | | | \$ 3,466,811.00 | \$ 4,170,009.00 | \$ 6,972,485.00 | |
| GENERAL EXPENSES | | | | | | |
| Training | | | | | | |

| Fiscal Year | | FY 2023-2024 | FY 2023-2024 | FY 2024-25 | | |
|---|------------------------|--------------|-----------------------|-----------------------------|-----------------------|--|
| BUDGET LINE ITEMS | OCI Goals & Strategies | | Total Approved Budget | Approved 1st Revised Budget | Total Approved Budget | Justification of Budget |
| | | | | | | <i>Proportional split based on enrollment as applicable: 4-year-old classrooms 70%; 3-year-old classrooms 30%</i> |
| Sustenance Provisions - Professional Development (PD) | Goal 3 | Strategy 3.1 | 7,250.00 | 8,000.00 | 10,000.00 | Light refreshments or meals for participants for all-day PD or PD occurring during typical mealtimes. |
| Meeting Venue - District wide Early Learning Professional Development | Goal 3 | Strategy 3.1 | 50,000.00 | - | 150,000.00 | Venue to accommodate over 380 early learning educators for three (3) district-wide PD trainings. Includes venue and food related expenses. |
| Professional Development - Materials | Goal 3 | Strategy 3.1 | 45,000.00 | 25,000.00 | 50,000.00 | Utilize funds to pay for materials, supplies, and consulting services related to PD. |
| Professional Development - Educator Wellness | Goal 3 | Strategy 3.2 | 40,000.00 | 20,000.00 | 25,000.00 | Mindfulness-based PD materials and facilitation to OUSD PK and TK educators and staff to address work-related stress and burnout. |
| Paid Time - Educator Professional Learning Communities | Goal 3 | Strategy 3.1 | 10,000.00 | 10,000.00 | 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 |
| Professional Development - Parent-Teacher Home Visiting Training and Materials | Goal 5 | Strategy 3 | 5,500.00 | 5,500.00 | 6,000.00 | Train and orient new and existing ECE staff (instructional, periphery and administrative) in Parent-Teacher Home Visiting program and practices. |
| Training/Professional Development - Royalty Pathway Program - | Goal 3 | Strategy 3.1 | | | 13,000.00 | Royalty apprentices receive SEEDS training and additional PD such as FAFSA support, time management, conflict resolution, professional skill development, relationship building. |
| Stipends- Professional Learning Communities by Oakland Starting Smart and Strong (OSSS): ROCK and YBC initiatives | Goal 3 | Strategy 3.1 | | | 55,000.00 | OUSD will support educator stipends for two professional learning communities (managed by subcontractor OSSS) for initiatives Resilient Oakland Communities & Kids (ROCK) and Supporting Young Boys of Color (YBC) |
| Educator Wellness - Staff Requested Supports | Goal 3 | Strategy 4 | 10,000.00 | 10,000.00 | - | <i>Item removed in FY 24-25</i> |

| Fiscal Year | | FY 2023-2024 | | FY 2023-2024 | FY 2024-25 | | |
|--|------------------------|---------------|-----------------------|-----------------------------|-----------------------|---|--|
| BUDGET LINE ITEMS | OCI Goals & Strategies | | Total Approved Budget | Approved 1st Revised Budget | Total Approved Budget | Justification of Budget <i>Proportional split based on enrollment as applicable: 4-year-old classrooms 70%; 3-year-old classrooms 30%</i> | |
| Program Materials, Printing, and Office Supplies | | | | | | | |
| Materials - PK and TK classrooms | Goal 1c | Strategy 1c.1 | 141,000.00 | 141,000.00 | 140,000.00 | 70% | Developmentally appropriate classroom materials, supplies, and consumables to ensure a high-quality & developmentally appropriate ECE program. |
| | Goal 1d | Strategy 1c.1 | | | 60,000.00 | 30% | |
| Materials - Family Engagement | Goal 5 | Strategy 5.1 | 10,000.00 | 10,000.00 | 10,000.00 | Family engagement materials for family events (office supplies, learning materials, early learning kits, items to enhance home learning). | |
| Sustenance Provisions - Kindergarten Readiness and Family Engagement | Goal 5 | Strategy 5.1 | 4,000.00 | 4,000.00 | 5,000.00 | Refreshments/food for family engagement events that support school readiness, PK-Kindergarten enrollment, all other family facing engagement events to attract participation. | |
| Materials - Summer Kinder Bridge | Goal 5 | Strategy 5.2 | 10,000.00 | 10,000.00 | 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. | |
| Outreach & Marketing fees and materials | Goal 5 | Strategy 5.1 | 50,000.00 | 50,000.00 | 100,000.00 | Marketing & Outreach: Spanish language radio advertising, targeted digital outreach, outreach videos, physical advertising, Marketing and promotional materials. | |
| Royalty Pathway Program - Materials/Technology | Goal 3 | Strategy 3.1 | | | 7,500.00 | Program materials, office supplies, electronic devices for Royal Apprentices. | |
| Program Materials - ECE Apprenticeship Program | Goal 5 | Strategy 1 | | 12,552.00 | - | <i>Budget removed in FY 24-25</i> | |
| Subcontractors | | | | | | | |
| Professional Development and Coaching - Melissa Early Education | Goal 3 | Strategy 3.2 | 75,000.00 | 56,000.00 | 75,000.00 | Assist in the establishment of intentional OUSD early learning coaching system (approach, framework, toolkit, technical assistance). Rates and hours vary for program development, coaching program development, and coaching mentorship. | |

| Fiscal Year | | FY 2023-2024 | FY 2023-2024 | FY 2024-25 | | | |
|--|----------------------------------|---------------|-----------------------|-----------------------------|-----------------------|--|---|
| BUDGET LINE ITEMS | OCI Goals & Strategies | | Total Approved Budget | Approved 1st Revised Budget | Total Approved Budget | Justification of Budget <i>Proportional split based on enrollment as applicable: 4-year-old classrooms 70%; 3-year-old classrooms 30%</i> | |
| | Teaching Pyramid - Ramya Krishna | Goal 3 | Strategy 3.1 | | | 24,000.00 | Professional development training for developing a successful and sustainable approach for ensuring healthy social and emotional development of the children served by all OUSD PK, TK, and ECSE educators and staff. |
| Trauma-Responsive Practices Professional Development - Center for Optimal Brain Integration | Goal 3 | Strategy 3.1 | | | 15,000.00 | PD series to learn the foundation for understanding neurobiology of trauma/toxic stress and the science of hope, promote social emotional learning, healing and resilience in modules including overview, implementation and reflective practice. | |
| Professional Learning Communities for Trauma-Responsive Work - Oakland Starting Smart and Strong: Resilient Oakland Communities & Kids (ROCK) and Supporting Young Boys of Color (YBC) | Goal 3 | Strategy 3.1 | | | 60,500.00 | (1) ROCK provides trainings, professional learning communities, mindfulness and coaching for educators to increase resilience and healing and promote the healthy social emotional development of children and for educators' well-being; (2) YBC supports educators with implementation of key culturally responsive strategies to improve educational outcomes for young boys of color | |
| EnrollWise/AERIES (student information systems for enrollment) | Goal 1a | Strategy 1a.4 | | | 430,785.60 | 70% | Build enrollment system for ECE program that aligns with TK-12 enrollment system. |
| | Goal1b | Strategy 1b.4 | | | 184,622.40 | 30% | |
| SEEDS/Collaborative Classroom Coach Training of Trainers (TOT) | Goal 3 | Strategy 3.2 | | | 41,500.00 | TOT for one OUSD staff member to become a SEEDS coach, proving coaching and mentorship support in the Early Literacy Royalty. | |
| Equipment | | | | | | | |
| Technology - Replace aging technology in ECE classrooms and offices. | Goal 4 | Strategy 4.1 | | | 500,000.00 | Refresh and purchase new technology for 143 classrooms and 380 educators to utilize for curriculum development, lesson planning, assessment, family engagement, sign-in | |

| Fiscal Year | | FY 2023-2024 | FY 2023-2024 | FY 2024-25 | | | |
|---|------------------------|---------------|-----------------------|-----------------------------|-----------------------|--|--|
| BUDGET LINE ITEMS | OCI Goals & Strategies | | Total Approved Budget | Approved 1st Revised Budget | Total Approved Budget | Justification of Budget <i>Proportional split based on enrollment as applicable: 4-year-old classrooms 70%; 3-year-old classrooms 30%</i> | |
| Miscellaneous | | | | | | | |
| Family fees for attending subsidized 4- and 3-year-old programs | Goal 1a | Strategy 1a.1 | 420,000.00 | 20,000.00 | 28,000.00 | 70% | Funds to offset family fees charged for attending subsidized 4-year-old and 3-year-old programs. |
| | Goal 1b | Strategy 1a.1 | 180,000.00 | 20,000.00 | 12,000.00 | 30% | |
| Educator Paid Time - ECE Family Engagement | Goal 5 | Strategy 5.1 | 6,000.00 | 6,000.00 | 6,000.00 | Paid time for PK Teachers and Instructional Aides participation and design in after-hours family engagement activities. | |
| Educator Paid Time - Kindergarten Transition Teacher Leader Program | Goal 5 | Strategy 5.2 | 60,000.00 | 60,000.00 | 60,000.00 | Paid time for teachers who support PreK transition to elementary school by helping children familiarize with the school environment, activities, and routines. | |
| Educator Paid Time - Home Visiting Program | Goal 5 | Strategy 5.1 | | | 100,000.00 | Compensation for lead ECE teacher and assistant to conduct 2 home visits for each TK and K transitioning child. | |
| Parent Leadership Program | Goal 5 | Strategy 2 | 15,000.00 | - | | <i>Removed in FY 23-24.</i> | |
| Stipends - Parent Leadership | Goal 5 | Strategy 2 | 60,000.00 | | - | <i>Removed in FY 23-24.</i> | |
| Stipends - ECE Apprenticeship Program | Goal 5 | Strategy 1 | | 27,500.00 | - | <i>Removed in FY 24-25.</i> | |
| GENERAL EXPENSES SUBTOTAL | | | \$1,198,750.00 | \$495,552.00 | \$2,188,908.00 | | |
| Facilities Modernization / Site Improvement | | | | | | | |
| Playspace Designer | Goal 1c | Strategy 2 | 19,000.00 | 19,000.00 | | Develop master plans for the outdoor learning environment at Highland & Harriet Tubman CDC | |
| Exterior construction/improvements | Goal 1c | Strategy 1c.2 | - | 1,400,000.00 | 350,000.00 | 70% | Renovate and/or install new, safe play yards for 4-year-old and 3-year-old children |
| | Goal 1d | Strategy 1d.2 | - | 600,000.00 | 150,000.00 | 30% | |

| Fiscal Year | | FY 2023-2024 | FY 2023-2024 | FY 2024-25 | | | |
|--|------------------------|---------------|-----------------------|-----------------------------|------------------------|---|--|
| BUDGET LINE ITEMS | OCI Goals & Strategies | | Total Approved Budget | Approved 1st Revised Budget | Total Approved Budget | Justification of Budget | |
| | | | | | | <i>Proportional split based on enrollment as applicable: 4-year-old classrooms 70%; 3-year-old classrooms 30%</i> | |
| Maintenance and additions of ECE sites | Goal 1a | Strategy 1a.2 | | | 1,400,000.00 | 70% | Renovations to create age-appropriate learning environments including classrooms, outdoor play yards, office, shared spaces. Includes all relevant planning, permitting, and inspections. |
| | Goal 1b | Strategy 1a.2 | | | 600,000.00 | 30% | |
| FACILITIES SUBTOTAL | | | \$19,000.00 | \$2,019,000.00 | \$2,500,000.00 | | |
| BASELINE - SUBTOTAL OF DIRECT EXPENSES | | | \$4,684,561.00 | \$6,684,561.00 | \$11,661,393.00 | Sum of Personnel, General, Subcontractors, Facilities, and Miscellaneous for ANNUAL BASELINE Budget | |
| BASELINE - ADMINISTRATIVE/INDIRECT COSTS | | | \$145,221.00 | \$145,221.00 | \$361,503.00 | OUSD 3.1 % indirect costs to reduce administrative burden - applied to ongoing costs | |
| BASELINE - TOTAL BUDGET | | | \$4,829,782.00 | \$6,829,782.00 | \$12,022,896.00 | | |
| ANNUAL NON-BASELINE BUDGET | | | | | | | |
| <i>The Non-Baseline Budget includes one-time costs and approved carryover of unspent funds from prior years.</i> | | | | | | | |
| Program Materials - Teaching Strategies - <i>CARRYOVER from FY 22-23 to FY 23-24</i> | Goal 1c | Strategy 1 | | 289,801.00 | - | One Time Cost purchased in FY 23-24 | |
| Facility enhancements: Kaiser site location - <i>CARRYOVER from FY 22-23 to FY 23-24</i> | Goal 1a | Strategy 3 | - | 3,010,000.00 | - | 70% | Renovations at Kaiser CDC create 4 ECE-appropriate classrooms, staff room, play yards, administrator office, and shared kitchen. Costs include all relevant planning, permitting, and inspections. |
| | Goal 1b | Strategy 3 | - | 1,290,000.00 | - | 30% | |
| Facility and ADA improvements - Oak, Highland, and Jefferson sites <i>CARRYOVER from FY 22-23 to FY 23-24</i> | Goal 1a | Strategy 3 | - | 330,803.00 | - | 70% | Renovate and/or install new, safe play yards at the Oak, Highland, and Jefferson sites |
| | Goal 1b | Strategy 3 | - | 141,773.00 | - | 30% | |

| Fiscal Year | | FY 2023-2024 | FY 2023-2024 | FY 2024-25 | | | |
|---|------------------------|---------------|-----------------------|-----------------------------|------------------------|---|--|
| BUDGET LINE ITEMS | OCI Goals & Strategies | | Total Approved Budget | Approved 1st Revised Budget | Total Approved Budget | Justification of Budget | |
| | | | | | | <i>Proportional split based on enrollment as applicable: 4-year-old classrooms 70%; 3-year-old classrooms 30%</i> | |
| Renovations: reopen Washington Child Development Center site ONE-TIME Costs FY 2024-25 | Goal 1a | Strategy 1b.2 | | | 1,680,000 | 70% | Renovate Washington CDC site cost - hazardous materials abatement, ADA compliance, interior finishes, electrical & lighting, HVAC, re-roof, flooring & ceilings, interior/exterior painting, windows, site work, asphalt, fence/gate upgrades, upgrade play structure. |
| | Goal 1b | Strategy 1b.2 | | | 720,000 | 30% | |
| NON-Baseline - SUBTOTAL OF DIRECT EXPENSES | | | - | \$5,062,377.00 | \$2,400,000.00 | | |
| NON-Baseline - ADMINISTRATIVE/INDIRECT COSTS | | | | | 74,400.00 | OUSD 3.1 % indirect costs to reduce administrative burden - applied to one-time costs | |
| NON-Baseline - TOTAL BUDGET | | | \$ - | \$5,062,377.00 | \$2,474,400.00 | | |
| GRAND TOTAL ANNUAL BUDGET | | | \$4,829,782.00 | \$11,892,159.00 | \$14,497,296.00 | Sum of Baseline and NON-Baseline Budgets | |

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ATTACHMENT 2.1B

SECOND REVISED SERVICE ACCOUNTABILITY PLAN

Contractor: Oakland Unified School District

Contract Term: July 1, 2023 – June 30, 2027

Program: Oakland Children’s Initiative (OCI)

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| <p>Oakland Children’s Initiative Goal 1a and Goal 1b <i>Increase the availability of free or affordable and high-quality early education and/or preschool for four-year old children (Goal 1a) and three-year old children (Goal 1b) from low-income families, 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 (FFN) care.</i></p> | | |
| <p>Funded Activity 1 Make available high quality early education and/or preschool for 4-year-old and 3-year-old children from low-income families by offsetting family fees charged for attending subsidized programs.</p> | <p>By When Ongoing through June 30, 2027</p> | <p>Additional Comments Based on amended proposal submitted by Contractor on 05/03/2024 in alignment with Goal 1a/1b, Strategy 1a/b.1</p> |
| <p>Funded Activity 2 Provide coordination, support, and staffing for 4-year-old and 3-year-old children. Staff includes Early Learning Behaviorists, Early Learning Speech Therapists, ECE Workforce Pathways Coordinator, and a Culture Keeper.</p> | <p>By When Ongoing through June 30, 2027</p> | <p>Additional Comments Based on amended proposal submitted by Contractor on 05/03/2024, in alignment with Goal 1a/1b, Strategy 1a/b.3</p> |

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| <p>Funded Activity 3 Increase demand for ECE programming through family outreach and information campaigns, enrollment processes, and communication of array of care options for low-income 4-year-old and 3-year-old children.</p> <p>Staff includes Director of Student Assignment.</p> | <p>By When Ongoing through June 30, 2027</p> | <p>Additional Comments Based on amended proposal submitted by Contractor on 05/03/2024, in alignment with Goal 1a/b, Strategy 1a/b.4</p> |
| <p>Funded Activity 4 Hire and retain Early Learning Educators to support additional access to quality early care and education for low income 4-year-olds and 3-year-olds.</p> <p>Staff includes ECE Workforce Pathways Coordinator, Early Literacy Royalty Program Manager, Early Literacy Royalty Tutors</p> | <p>By When Ongoing through June 30, 2027</p> | <p>Additional Comments Based on amended proposal submitted by Contractor on 05/03/2024, in alignment with Goal 1a/1b, Strategy 1a.5</p> |
| <p>Funded Activity 5 Update the enrollment system for TK-12 to link with ECE enrollment. Build out EnrollWise system to be used in ECE and help ease the burden on families to enroll using an improved and streamlined system.</p> | <p>By When Ongoing through June 30, 2027</p> | <p>Additional Comments Based on amended proposal submitted by Contractor on 05/03/2024, in alignment with Goal 1a/b, Strategy 1a/b.4</p> |
| <p>Funded Activity 6 Maintain, enhance, or replace existing ECE facilities to provide safe, engaging, and developmentally appropriate campuses to increase access for 4-year-old and 3-year-old children from low-income families and those who are in high need.</p> <p>Enable the creation of age-appropriate learning environments including classrooms, office, and shared spaces. Anticipated work includes, but is not limited to, renovating classrooms, creating ADA-compliant access throughout the campus, plumbing, electrical, restructuring of walls, roofing, appliances, door/windows, and HVAC.</p> <p>Prioritize ECE sites based on need, data, and in coordination with OUSD Facilities Team</p> | <p>By When Ongoing through June 30, 2027</p> | <p>Additional Comments Based on amended proposal submitted by Contractor on 05/03/2024, in alignment with Goal 1a/b, Strategy 1a/b.2</p> |

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| Hire and retain a Facilities Project Manager to plan, coordinate, and manage the construction of facilities and the alteration and addition of existing buildings and structures. | | |
| Funded Activity 7 Infrastructure improvements to at the Kaiser Early Childhood Center to increase access and quality for 4-year-olds and 3-year-olds from low-income families and those who are in high need. | By When By June 30, 2024 | Additional Comments Based on amended proposal submitted by Contractor on 11/14/2023, in alignment with Goal 1a, Strategy 3 <i>Activity Carryover from FY 2022-23. To be completed in FY 2023-24.</i> |
| Funded Activity 8 Renovations needed to reopen the closed Washington Child Development Center to increase access and quality for 4-year-olds and 3-year-olds from low-income families and those who are in high need. | By When By June 30, 2025 | Additional Comments Based on amended proposal submitted by Contractor on 5/03/2024, in alignment with Goal 1a, Strategy 1a/b.2 <i>FY 2024-25 one-time cost.</i> |

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| Oakland Children’s Initiative Goal 1c and Goal 1d <i>Increase the affordability and/or quality of preschool for all four-year-old and 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.</i> | | |
| Funded Activity 9 Provide materials, curriculum, and resources to support additional access and improved quality for 3-year-olds and 4-year-olds from low-income families. | By When Ongoing through June 30, 2027 | Additional Comments Based on amended proposal submitted by Contractor on 05/03/2024, in alignment with Goal 1c/d, Strategy 1c/d.1 |
| Funded Activity 10 Provide materials, curriculum, and resources to support additional access and improved quality for 4-year-olds from low-income families. | By When By June 30, 2024 | Additional Comments Based on amended proposal submitted by Contractor on 05/03/2024, in alignment with Goal 1c, Strategy 3 |

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| <p>Purchase curriculum and 90 cloud subscriptions to provide educators of 4-year-old children with access to curriculum resources, planning documents, curriculum differentiation tools, and professional development modules</p> <p>Purchase Creative Curriculum materials to provide educators of 4-year-old children with access to curriculum resources, planning documents, curriculum differentiation tools, and professional development modules.</p> | | <p><i>Activity Carryover from FY 2022-23. To be completed in FY 23-24.</i></p> |
| <p>Funded Activity 11</p> <p>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</p> <p>June 30, 2024</p> | <p>Additional Comments</p> <p>Based on amended proposal submitted by Contractor on 11/14/2023, in alignment with Goal 1c, Strategy 2</p> |
| <p>Funded Activity 12</p> <p>Renovate and/or install new, safe play yards and outdoor spaces for 4-year-old and 3-year-old children from low-income families and those who are in high need.</p> <p>Provide Outdoor Facilities and ADA improvements at Oak, Highland, Jefferson Child Development Center (FY 2023-24)</p> <p>Provide Facilities and ADA improvements at ECE sites, prioritized based on need and data and in coordination with OUSD Facilities team.</p> | <p>By When</p> <p>Ongoing through June 30, 2027</p> | <p>Additional Comments</p> <p>Based on amended proposal submitted by Contractor on 05/03/2024, in alignment with Goal 1c/1d, Strategy 1c/d.2</p> |
| <p>Funded Activity 13</p> <p>Provide in-class supplemental, specialized support staff and/or resources for improved quality for 4-year-old and 3-year-old children from low-income families.</p> <p>Staff include Early Care and Education Prep Teachers to provide weekly release time for CSPP teachers to engage in professional development. During the teacher's release time, ECE Prep teachers will provide enrichment classes that support the whole child's development.</p> | <p>By When</p> <p>Ongoing through June 30, 2027</p> | <p>Additional Comments</p> <p>Based on amended proposal submitted by Contractor on 05/03/2024, in alignment with Goal 1a/1b, Strategy 1c/d.3</p> |

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| <p>Funded Activity 14 Provide wraparound supports such as screenings, case management, and family engagement for improved quality for 4-year-old and 3-year-old children from low-income families.</p> <p>Staff include a Social Worker to provide case management; conduct individual and family assessments; make referrals, provide crisis intervention counseling, and facilitate education groups for students, parents, and school staff.</p> | <p>By When Ongoing through June 30, 2027</p> | <p>Additional Comments Based on amended proposal submitted by Contractor on 05/03/2024, in alignment with Goal 1a/1b, Strategy 1c/d.5</p> |
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Oakland Children’s Initiative Goal 2
Provide for a rigorous external evaluation 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 the Act and provide information on how to mitigate disparities, such as those by wealth and income or for children in high-need.

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| <p>Funded Activity 15 Measure progress of funded activities by providing timely data per Exhibit D.2: Second Revised Data Services Agreement</p> | <p>By When Ongoing through June 30, 2027</p> | <p>Additional Comments Additional information requests may be periodically requested based on City of Oakland requirements.</p> |
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Oakland Children’s Initiative Goal 3
Ensure that professional development and coaching are generally available for educators, and that participating center-based preschool programs generally are able to do the following within a reasonable timeframe: expand professional development opportunities, provide Early Learning professional development and coaching consultation, and host professional development activities for all early learning educators.

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| <p>Funded Activity 16 Develop and provide an Early Learning Professional Development (PD) Program related to priority topics to support needs of 3-year-olds and 4-year-olds. Provide opportunities for early learning educators to participate in Professional Learning Communities (PLCs).</p> <p>Topics include but are not limited to healthy social emotional child development, toxic stress, trauma-responsive work, culturally responsive</p> | <p>By When Ongoing through June 30, 2027</p> | <p>Additional Comments Based on amended proposal submitted by Contractor on 05/03/2024, in alignment with Goal 3, Strategy 3.1</p> |
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| <p>strategies, and other topics as identified by the needs of 3-year-olds and 4-year-olds and ECE educators.</p> <p>Provide PD and associated materials tailored for the Royalty Pathway Program apprentices.</p> | | |
| <p>Funded Activity 17 Ensure that professional development (PD) is generally available for all early learning educators by providing PD related materials, supplies, sustenance provisions, appropriate meeting locations, and paying for staff time outside contracted hours.</p> <p>Provide STIP substitutes to provide classroom coverage so teachers can attend professional development and family engagement activities during school time.</p> | <p>By When Ongoing through June 30, 2027</p> | <p>Additional Comments Based on amended proposal submitted by Contractor on 05/03/2024, in alignment with Goal 3, Strategy 3.1</p> |
| <p>Funded Activity 18 Develop and provide an early learning coaching system that provides coaching, consultation, technical assistance, reflective practice, and additional coaching models and tools for a successful coaching framework.</p> <p>Staff include Early Learning Coaches.</p> <p>Provide training of trainers (TOT) to develop a SEEDS coach to support the Early Literacy Royalty Program. Offer additional TOT to develop additional coaches based on need.</p> <p>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 Ongoing through June 30, 2027</p> | <p>Additional Comments Based on amended proposal submitted by Contractor on 05/03/2024, in alignment with Goal 3, Strategy 3.2</p> |

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| <p>Funded Activity 19 Provide educators with instructional and assessment consultation, including but not limited to QRIS, state standards, and OUSD regulations.</p> <p>Staff include an ECE Manager.</p> | <p>By When Ongoing through June 30, 2027</p> | <p>Additional Comments Based on amended proposal submitted by Contractor on 05/03/2024, in alignment with Goal 3, Strategy 3.3</p> |
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Oakland Children’s Initiative Goal 4

Ensure that funding streams from federal, state, and local sources, including Head Start, are coordinated to reduce the administrative burden of program beneficiaries in accessing services, and to ensure that existing high-quality early education programs are not made financially unviable.

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| <p>Funded Activity 20 Ensure administrative operational capacity through infrastructure staffing, technology business processes, data sharing agreements, or coordinated funding streams.</p> <p>Staff include an ECE Research Analyst, Staff Attorney, and Credentials Associate.</p> <p>Refresh and purchase new technology for ECE classrooms and educators to utilize for curriculum development, lesson planning, assessment, engaging with families, sign-in, etc. Refresh includes technology for 11 new TK classrooms opening in FY 24-25.</p> | <p>By When Ongoing through June 30, 2027</p> | <p>Additional Comments Based on amended proposal submitted by Contractor on 05/03/2024, in alignment with Goal 4, Strategy 4.1</p> |
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Oakland Children’s Initiative Goal 5

Give priority consideration to expanding higher quality programs and/or facilities for children who are in the highest need, from the lowest-income backgrounds, live in areas of high unmet early education need, and/or who are traditionally underserved, as resources allow, which could include enhanced services, such as bilingual or dual-language instruction, supports to enhance cultural competency, or a higher rating on the QRIS or a successor system.

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| <p>Funded Activity 21 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</p> | <p>By When June 30, 2024</p> | <p>Additional Comments Based on amended proposal submitted by Contractor on 11/14/2023, in alignment with Goal 5, Strategy 1</p> |
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| <p>the lowest-income backgrounds, live in areas of high unmet ECE need and/or are traditionally underserved.</p> <p>The following FY 2023-24 positions were moved and consolidated with other funded activities starting in FY 2024-25:</p> <ul style="list-style-type: none"> • Student Assignment Director reclassified to Funded Activity 3 • Project Manager: Facilities reclassified to Funded Activity 5 • Kindergarten Readiness Director and Kindergarten Readiness Program Manager reclassified to Funded Activity 20 <p>The following FY 2023-24 positions were not hired and removed from the program plan in FY 2024-25. Early Learning Director, ECE MTSS Network Partner, Director of Children’s Initiative.</p> <p>The following FY 2023-24 activity was removed from the program plan in FY 2024-25.</p> <ul style="list-style-type: none"> • Develop ECE Apprenticeship Program that focuses on training OUSD high school students to gain ECE college-credits as a career pathway to fill roles requiring an ECE permit. | | |
| <p>Funded Activity 22 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. Staffing includes Family Navigators to address equity and inclusion through increased family navigation, education, and engagement. 2. Provide paid time/stipends for Pre-K teachers and instructional aids for their participation and design in after-hours ECE family engagement activities, projects, and events. 3. Provide Home Visiting program training, supplies, and materials. | <p>By When Ongoing through June 30, 2027</p> | <p>Additional Comments Based on amended proposal submitted by Contractor on 05/03/2024, in alignment with Goal 5, Strategy 5.1</p> |

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| <ol style="list-style-type: none"> 4. Provide paid time/stipends for teachers to participate in the Kindergarten Readiness Home Visiting program 5. Conduct marketing outreach and engagement (including multi-lingual outreach). 6. Support family engagement and Kindergarten readiness events with sustenance provisions, materials, etc. <p>The following FY 23-24 planned activities did not start as planned and was removed from the program plan in FY 24-25.</p> <ol style="list-style-type: none"> 1. Outreach Family Liaison to provide strategic and targeted outreach to Oakland families. 2. Develop and host Parent Leadership Program 3. Support parents to become Parent Leaders at each early learning site – Amendment has suspended this project due to lack of capacity. 4. Hire three (3) Community School Managers to manage and lead the development of the full-service community school | | |
| <p>Funded Activity 23 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 materials and resources. 2. Provide paid time/stipends for teachers to participate in the Kindergarten Transition Teacher Leader program <p>Staff include Kindergarten Readiness Director and Kindergarten Readiness Program Manager.</p> | <p>By When Ongoing through June 30, 2027</p> | <p>Additional Comments Based on amended proposal submitted by Contractor on 05/03/2024, in alignment with Goal 5, Strategy 5.2</p> |

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ARTICLE XVI THE CHILDREN'S INITIATIVE OF 2018

Section 1600. Definitions.

- (a) "Act" shall mean the Children's Initiative of 2018.
- (b) "Citizens' Oversight Commission" shall mean the Children's Initiative Citizens' Oversight Commission created by Section 1601 of this Act.
- (c) "College" shall mean a not-for-profit post-secondary educational institution, including two-year, four-year accredited career technical educational degrees, and/or certificates.
- (d) "Early Education Fund" shall mean the Oakland Early Education Fund established by Section 1604 of this Act.
- (e) "Early Education Implementation Partner" shall mean the body selected to implement the early education program, either directly or through subcontracts, pursuant to Section 1605 of this Act.
- (f) "First 5 Alameda County" shall mean the independent county agency established by the County of Alameda pursuant to Section 130140 of the California Health and Safety Code.
- (g) "Guidelines" shall mean strategic guidelines developed by the accountability officer and adopted by the Citizens' Oversight Commission every five (5) years for the Early Education and Oakland Promise Funds to outline the priorities for programs supported by the Funds in support of the Purpose and Intent and consistent with the Act.
- (h) "High need" shall mean a child experiencing homelessness, or other criteria as recommended by the accountability officer and approved by the Citizens' Oversight Commission, such as homelessness as broadly defined by the McKinney Vento Homeless Assistance Act, child abuse or neglect, trauma, interaction with the foster care system, interaction with the criminal-justice system including incarceration or deportation, linguistic isolation, domestic violence, a child or family with disabilities or special needs, or children living in areas of high concentrated poverty, or children facing other similar challenges.
- (i) "Preschool" shall mean a developmentally-appropriate and evidence-based educational program for children prior to kindergarten.
- (j) "Oakland Promise Fund" shall mean the Oakland Promise Fund established by Section 1607 of this Act.
- (k) "Oakland Promise Implementation Partner" shall mean the body selected to implement the Oakland Promise program, either directly or through subcontracts, pursuant to Section 1608 of this Act.
- (l) "Oakland Public School" shall mean a K-12 educational institution in Oakland that is supported with public funds and that is authorized by action of and operated under the oversight of a publicly constituted local or state educational agency.
- (m) "Oversight, Accountability, and Evaluation Fund" shall mean the Oversight, Accountability and Evaluation Fund established by Section 1603 of this Act.
- (n) "Proceeds of the parcel tax" shall mean all revenue derived from the parcel tax imposed by this Act net of Alameda County's cost of collection.

(Added by: Stats. November 2018)

The Children's Initiative Oversight and Accountability.

Section 1601. The Children's Initiative Citizens' Oversight Commission.

- (a) Establishment. There is hereby established the Children's Initiative Citizens' Oversight Commission.
- (b) Membership; Appointment Process; Qualifications. The Citizens' Oversight Commission shall be composed of nine (9) to fifteen (15) members. Members of the Citizens' Oversight Commission shall be appointed by the Mayor and confirmed by the Council pursuant to Section 601 of the Charter. The Mayor shall request recommendations from members of the City Council and the Oakland Unified School District Board of Education and Superintendent at least fourteen (14) days prior to submitting any appointments for confirmation. The composition of the Commission should be reflective of the diversity of Oakland and shall include the following members:
 - (1) At least one (1) member with professional expertise in early childhood education policy;
 - (2) At least one (1) member with professional expertise in, or who is a provider of, early childhood care or education;
 - (3) At least one (1) member with at least two (2) years of experience teaching in early childhood education;
 - (4) At least one (1) member with at least two (2) years of experience teaching TK-12, or who has professional expertise in TK-12 education or college access;
 - (5) At least one (1) member with professional expertise in college completion, college or university leadership, or support for traditionally underrepresented college students;
 - (6) At least one (1) member with experience in budgeting, auditing, finance, or early asset building;
 - (7) At least one (1) member of a union or labor advocacy group who is employed by the City of Oakland Head Start, the Oakland Unified School District, or a participating early care and education provider;
 - (8) At least one (1) homeowner who is subject to the parcel tax imposed by Section 5 of the Act;
 - (9) At least one (1) parent, who presently has, or has had within five (5) years from the time of appointment, a child of preschool age who attended a preschool program benefiting from public subsidy, or who was on a waitlist for such a program; and
 - (10) At least one (1) member who is, or who within five (5) years from the time of appointment was, enrolled in an Oakland public school, or who has graduated from an Oakland public school and enrolled in college within five (5) years from the time of appointment, or who is the first in their immediate family to graduate from College.
- (c) Qualifications; Conflicts. A majority of the members of the Commission shall be residents of Oakland. The members in paragraphs (7) through (10) must be residents of Oakland. The members set forth in paragraphs (1) through (6) must reside and/or work in Oakland. At least one (1) member in paragraphs (1) or (2) must be an employee of the Oakland Unified School District. One member may satisfy more than one of the requirements set forth in paragraphs (1) through (10) of subdivision (b). Members may not receive income from or serve as an officer, director, or employee of an Implementation Partner.
- (d) Terms. A member shall serve no more than four (4) full, consecutive terms. A member may be removed for cause pursuant to Section 601 of the Charter, or for the failure to attend three (3) consecutive meetings of the Citizens' Oversight Commission or more than fifty percent (50%) of the meetings in a

twelve-month period. For the initial nine (9) appointments only, one-third (1/3) of the members shall be appointed to serve for four (4) years, one-third (1/3) shall be appointed to serve for three (3) years, and one-third (1/3) shall be appointed to serve for two (2) years. Subsequently, all terms shall be for three (3) years.

- (e) Quorum. A majority of the appointed members of the Commission shall constitute a quorum, but in no case shall a quorum be fewer than five (5) members.
- (f) Compensation. Members shall serve without compensation, provided that members may request and receive reimbursement for actual transportation and childcare expenses, not to exceed five hundred dollars (\$500) annually.
- (g) Responsibilities. It shall be the responsibility of the Citizens' Oversight Commission to:
 - (1) Approve subsequent five-year Guidelines for the Early Education and Oakland Promise Funds after the expiration of the initial five-year Guidelines, which are set forth in Sections 1606 and 1609 of this Act;
 - (2) Review the analysis and recommendations of the accountability officer for the selection of Implementation Partners, approve or reject the recommendation for the selection of Implementation Partners for the Early Education and Oakland Promise Funds, ensure that the selection is consistent with the Act, and once approved, submit the final selection to the Oakland City Council for its adoption without amendment;
 - (3) After considering the recommendation of the accountability officer, approve any extensions of the term of an Implementation Partner, by a majority vote, or any termination of an Implementation Partner for reasons as specified in Sections 1605 and 1608, by a two-thirds (2/3) vote, if extension or termination would further the purposes of the Act;
 - (4) Review and approve the results of annual independent financial audits of each of the Funds;
 - (5) Review the performance appraisals of the implementation of the Early Education and Oakland Promise programs presented by the accountability officer;
 - (6) Review the external evaluations of the implementation of the Early Education and Oakland Promise programs presented by the accountability officer; and
 - (7) Perform such other functions and duties as may be prescribed by the City Administrator.

(Added by: Stats. November 2018)

Section 1602. The Children's Initiative Accountability Officer.

- (a) Establishment. A position that serves as accountability officer for the Children's Initiative is hereby established at a classification and at a salary scale commensurate with the duties of the position, as determined by the City Administrator. The City Administrator or the City Administrator's designee shall hire for the position, in consultation with the Superintendent of the Oakland Unified School District and shall oversee the work of the accountability officer for the Children's Initiative. The City Administrator may appoint an interim Children's Initiative accountability officer to carry out the duties set forth in subdivision (b) until such time as a permanent appointment is made or if the position is vacant.
- (b) Responsibilities. The accountability officer shall be responsible for:
 - (1) Overseeing the Early Education and Oakland Promise programs and ensuring that the programs further the Purpose and Intent of the Act, supporting and providing recommendations to the Citizens' Oversight Commission, and bringing any required items to City Council;

- (2) Preparing subsequent five-year Guidelines for the Early Education and Oakland Promise Funds after the expiration of the initial five-year Guidelines set forth in Sections 1606 and 1609. The subsequent five-year Guidelines shall be created through an assessment of the local context and needs, as well as national evidence-based best practices in the field, and shall identify metrics for each program to assess the achievement of outcomes central to the identified goals in support of the statement of Purpose and Intent and consistent with the Act;
- (3) Leading the selection process and contracting for the Early Education and Oakland Promise Implementation Partners, consistent with the Act, making a recommendation to the Citizens' Oversight Commission for the selection of the Implementation Partners, and developing the scope of services, including performance standards and mechanisms for monitoring and reporting progress to the Citizens' Oversight Commission at least every two (2) years;
- (4) Ensuring that independent financial audits of expenditures from the Funds for the implementation of the Early Education and Oakland Promise programs are conducted, and presenting the audits to the Citizens' Oversight Commission;
- (5) Monitoring the performance of the Implementation Partners through a formal performance appraisal, consistent with the metrics established in the five-year Guidelines and scope of services for the Implementation Partners, and reporting at least once every two (2) years regarding the Implementation Partners' performance to the Citizens' Oversight Commission;
- (6) Overseeing a rigorous and reliable external evaluation or evaluations of the Implementation Partners' performance, including the selection of external evaluation partners or the utilization of existing external evaluations as applicable, and presenting the results of such evaluations to the Citizens' Oversight Commission;
- (7) Carrying out such other duties as may be delegated by the City Administrator; and
- (8) Providing or coordinating training for members of the Citizens' Oversight Commission.

(Added by: Stats. November 2018)

(Res. No.89280, 6-21-2022)

Section 1603. Funding for Oversight, Accountability, and Evaluation.

- (a) The Fund. There is hereby established the Oakland Children's Initiative Oversight, Accountability, and Evaluation Fund.
- (b) Revenue. For each fiscal year, seven percent (7%) of the proceeds of the parcel tax imposed pursuant to Section 5 of this Act shall be deposited in the Children's Initiative Oversight, Accountability, and Evaluation Fund, and shall be appropriated, together with any interest that accrues thereon, for the purposes specified in subdivision (c) of this Section.
- (c) Eligible Uses. Moneys in the Children's Initiative Oversight, Accountability and Evaluation Fund shall be used to support the oversight and accountability costs of the Citizens' Oversight Commission, including but not limited to the costs of Commission and accountability staff, operations and meetings, financial management, audits, strategic and implementation planning, and communications and outreach. At least one-third (1/3) of the moneys deposited in the Oversight, Accountability and Evaluation Fund shall be appropriated for independent third-party evaluations.
- (d) Transfer to Program Funds. To the extent that at the end of each two-year (2) budget period, any unspent and unencumbered or undesignated funds remain in the Oversight, Accountability, and

Evaluation Fund, fifty percent (50%) of the funds remaining shall be transferred to the Early Education Fund and shall be available for appropriation to achieve the goals of the Early Education Fund, twenty-five percent (25%) shall be transferred to the Oakland Promise Fund and shall be available for appropriation to achieve the goals of the Oakland Promise Fund, and twenty-five percent (25%) shall remain in the Oversight, Accountability and Evaluation Fund as a reserve for the eligible uses set forth in subdivision (c) of this Section.

(Added by: Stats. November 2018)

The Oakland Early Education Program.

Section 1604. Early Education Fund.

- (a) The Account. There is hereby established the Oakland Early Education Fund.
- (b) Revenue. For each fiscal year, sixty-two percent (62%) of the proceeds of the parcel tax imposed pursuant to Section 5 of this Act shall be deposited in the Early Education Fund, and shall be appropriated, together with any interest that accrues thereon, for the purposes specified in subdivision (c) of this Section.
- (c) Eligible Uses. Moneys in the Early Education Fund shall be used 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, as further specified in the five-year Guidelines.
- (d) Non-Supplantation.
 - (1) Moneys in the Early Education Fund shall only be used to expand access to, or enhance the quality of, early care and education, 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.
 - (2) Moneys in the Early Education Fund shall not be used for K-12 school day services except for the purpose of expanding transitional kindergarten eligibility to additional four-year old children.

(Added by: Stats. November 2018)

Section 1605. Early Education Implementation Partner.

- (a) Selection. The Early Education Implementation Partner shall be selected pursuant to paragraph (1) of subdivision (b) of Section 1606, and pursuant to subdivision (b) of this Section or through a request for proposals. If the requirement in paragraph (1) of subdivision (b) of Section 1606 is deemed not to apply pursuant to subdivision (c) of Section 1606, then the accountability officer shall recommend, and the Citizens' Oversight Commission shall select an Early Education Implementation Partner pursuant to a

request for proposals or pursuant to subdivision (b) of this Section. The Early Education Implementation Partner shall meet the following minimum criteria:

- (1) The Implementation Partner must have a mission consistent with the purposes of the Early Education Fund and the capability to implement all of the Guidelines of the Early Education Fund, through direct provision or through partnership agreements;
 - (2) The Implementation Partner must have expertise in early education or a record of successfully implementing programs or services for children age zero to five; and
 - (3) At the time of application and while acting as Early Education Implementation Partner, the Implementation Partner must not be a private preschool provider in the City of Oakland.
- (b) Alternative Selection Process.
- (1) The accountability officer may recommend First 5 Alameda County as the Early Education Implementation Partner to the Citizens' Oversight Commission, without issuing a request for proposals, provided that:
 - (A) The voters of Alameda County have approved a tax to fund child care and early education in June 2018 and that First 5 Alameda County is the entity selected to implement the child care and early education programs; and
 - (B) First 5 Alameda County is willing, and has the capacity, to serve as the Early Education Implementation Partner.
 - (2) The accountability officer may recommend administering the program through a City of Oakland department, which shall serve as the Early Education Implementation Partner, without issuing a request for proposals.
- (c) Term of the Early Education Implementation Partner.
- (1) The initial Early Education Implementation Partner shall act as the Early Education Implementation Partner for a period of five (5) years with an opportunity for renewal for additional terms of up to five (5) years, provided that it remains in good standing and continues to carry out the requirements specified in this Act and is not terminated prior to the expiration of its term pursuant to paragraph (2).
 - (2) The accountability officer may recommend, and the Citizens' Oversight Commission may approve, by a vote of two-thirds (2/3) of its members, the termination of the Early Education Implementation Partner before the expiration of the Early Education Implementation Partner's term, if the Early Education Implementation Partner breaches its agreement with the City, is unwilling or unable to carry out the purposes of this Act, or engages in gross negligence, fraud, or unlawful activity. In the event of termination, the accountability officer shall recommend an Early Education Implementation Partner in accordance with this Section to serve until the expiration of the then-current five-year Guidelines.
 - (3) At the expiration of the first five-year period, the accountability officer may recommend, based on the Early Education Implementation Partner's performance, that the Citizens' Oversight Commission renew the contract for an additional term of up to five (5) years, issue a request for proposals for an Early Education Implementation Partner, or if the requirement in paragraph (1) of subdivision (b) of Section 1606 is deemed not to apply, select an Early Education Implementation Partner in accordance with subdivision (a) or (b) of this Section for a period of up to five years. The terms of the Early Education Implementation Partner shall be aligned with the

five-year Guidelines and there shall be no limit on the number of years an Implementation Partner may serve.

- (d) Requirements for the Early Education Implementation Partner. The City Administrator shall have the authority to enter into a contract with the Implementation Partner that includes legally required terms and terms deemed to be in furtherance of the Purpose and Intent of this Act, such as but not limited to the following:
- (1) Performance metrics and benchmarks;
 - (2) Plans for consultation or engagement with experts, community members, and program beneficiaries;
 - (3) Annual independent financial audits;
 - (4) Data sharing agreements including disaggregation by race and income of program beneficiaries; and
 - (5) Accounting practices that securely segregate Fund revenues and expenditures in order to ensure appropriate accounting of receipts and expenditures.

(Added by: Stats. November 2018)

Section 1606. The First Five Years of the Early Education Fund.

- (a) Early Education Guidelines for the First Five Years. For the first five (5) years following the appointment of a quorum of the Citizens' Oversight Commission, in order to expedite implementation and ensure the people of Oakland begin to feel the benefit of the approval of the Act, the Guidelines for the Early Education Fund, which are based upon an assessment of the local context and needs and national evidence-based best practices in the field, shall be as follows and shall not be amended:
- (1) 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:
 - (A) 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.
 - (B) 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.
 - (C) 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.

- (D) 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.
- (E) 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.
- (2) Provide for a rigorous external evaluation 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 the Act and provide information on how to mitigate disparities, such as those by wealth and income or for children in high-need.
- (3) Ensure that professional development and coaching are generally available for educators, and that participating center-based preschool programs generally are able to do the following within a reasonable timeframe:
 - (A) Achieve a baseline rating of at least three (3) or higher on the regional Quality Rating and Improvement System (QRIS), or a successor system;
 - (B) Utilize 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;
 - (C) Conduct formative assessments to shape instruction; and
 - (D) Participate 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.
- (4) Ensure that funding streams from federal, state and local sources, including Head Start, are coordinated to reduce the administrative burden of program beneficiaries in accessing services, and to ensure that existing high-quality early education programs are not made financially unviable.
- (5) Give priority consideration to expanding higher quality programs and/or facilities for children who are in the highest need, from the lowest-income backgrounds, live in areas of high unmet early education need, and/or who are traditionally underserved, as resources allow, which could include enhanced services, such as bilingual or dual-language instruction, supports to enhance cultural competency, or a higher rating on the QRIS or a successor system.
- (b) Additional Requirements for the Early Education Fund for the First Five Years.
 - (1) Administration by a Public Agency. The Alameda County Children and Families First Commission, known as First 5 Alameda County, or another public entity, will be selected by the Citizens' Oversight Commission to be the Early Education Implementation Partner and to administer the program.
 - (2) Expanding Existing Public Services. First funding priority shall 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. This could include converting part-day OUSD preschool to full-day OUSD preschool at OUSD sites, hiring additional OUSD staff, or expanding the hours of service to better meet the needs of working families, subject to capacity limitations determined by OUSD and City of Oakland Head Start in

consultation with the Implementation Partner. After OUSD and Head Start sites have reached agreement with the Implementation Partner on ensuring funding to reach capacity as outlined above, the Early Education Fund may contract with private nonprofit agencies that show a commitment to and interest in serving low income children, and adhere to the privatization requirements set forth in paragraphs (3) and (4) of this subdivision.

(3) Private Contractor Requirements.

- (A) Maintenance of Wage Standards: All contracted nonprofit agencies receiving 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.
- (B) All contracted agencies must present as a part of the contracting process: (i) a list of current employees with employee names and job classifications, on a biannual basis. The contractor will also provide length of continuous employment of those employees provided that employer tracks length of employment; (ii) the annual rate of current staff turnover for early educators and teaching assistants; (iii) the number of hours of training planned for each employee in subject matters directly related to providing services to state residents and clients; (iv) a self-certification which requires the contractor report whether the contractor has or has not violated any applicable federal, state or local rules, regulations or laws, including laws governing employee safety and health, labor relations and other employment requirements, and any citations, court findings or administrative findings for violations of such federal, state or local rules, regulations or laws. In the case where a contractor has violated aforementioned laws or regulations, contractor must disclose the date, enforcement agency, the rule, law or regulation involved and any additional information the contractor may wish to submit; and (v) any collective bargaining agreements or personnel policies covering the employees who provide services.
- (C) (i) Union Neutrality: Moneys from the Early Education Fund shall not be used to support or oppose unionization, including but not limited to, preparation and distribution of materials which advocate for or against unionization; hiring or consulting legal counsel or other consultants to advise the contractor about how to assist, promote or deter union organizing or how to impede a union which represents the contractor's employees from fulfilling its representational responsibilities; holding meetings to influence employees about unionization; planning or conducting activities by supervisors to assist, promote, or deter union activities; or defending against unfair labor practice charges brought by federal or state enforcement agencies.
 - (ii) Contractors are prohibited from retaliating against early educators for participating in or contributing to a professional organization. Violation of this provision shall constitute an immediate breach of contract.

(4) Worker Organization and Payroll Deduction.

- (A) The Early Education Implementation Partner will regularly convene organizations representing parents and/or early educators, as appropriate, to receive input on program development and implementation. They will collaborate with parent and early educator organizations and providers and other stakeholders to disseminate information in public meetings or other means, such as pamphlets, to families, child care providers and early

educators and others about initiative-funded programs and to support robust involvement in Guideline components.

- (B) Funding agreements with participating child care and early education programs paid for with Early Education Fund dollars will require these programs to honor their early educator employees' written, voluntary requests to contribute part of their pay via payroll deduction to a professional organization of their choosing. Funding agreements will require the participating child care and early education program operators to notify early educators about the programs' contractual obligation to honor their written request to contribute.
 - (C) Early educators will be informed about their rights under this program during an orientation. The Early Education Implementation Partner or a contracted third party will convene regular in-person orientation sessions for family child care center providers and their assistants, family, friend and neighbor providers, and center early educator employees who work in programs receiving funding from the initiative. These staff at participating programs will be required to attend an informational orientation session within a certain period of time after programs are contracted to participate in initiative funded components. For agencies who are unable to document full participation of staff, information may be shared in alternative formats on a case-by-case-basis. Effort will be made to ensure that this information will include program overview, quality and other guidelines, and information on other city-related resources and programs will not deter participation in these initiative-funded activities. These information sessions shall also include presentations by qualified professional early childhood education organizations and other stakeholders with goals, missions, or resources related to the initiative's goals, including training and professional development at which qualified professional organizations will be invited to participate. Attendance sheets for orientation sessions and qualifying staff rosters will be made available twice per year upon request in order to allow professional organizations to monitor participation.
 - (D) Professional organizations will be required to meet minimum criteria, including nonprofit status, connecting early educators to professional development and training opportunities, and improving the ability of early educators to advocate for improvement to the child care system.
- (c) Applicability of Requirements After Five Years.
- (1) The requirements set forth in subdivision (b) of this Section shall remain in effect for a minimum of five (5) years, and shall remain in effect thereafter unless the Citizens' Oversight Commission recommends, and the City Council approves, deeming that any of the requirements set forth in subdivision (b) shall not apply.
 - (2) Prior to the Citizens' Oversight Commission's consideration of funding guidelines for each five-year period, the Early Education Implementation Partner shall convene a meeting of stakeholders, including organizations representing parents and early educators, to assess whether the requirements set forth in subdivision (b) are serving the purposes of the Act and to consider whether the requirements should be deemed not to apply for the purposes of the next five-year funding period. The Early Education Implementation Partner shall present any recommendations that the requirements should be deemed not to apply that it considers necessary to further the purposes of the Act to the Citizens' Oversight Commission for its consideration, and if the Citizens' Oversight Commission recommends adoption of any recommendations, the recommendations shall be presented to the City Council for approval so that the changes are in place for the next five-year period. In addition, upon a finding of a fiscal

emergency by the Citizens' Oversight Commission, the Early Education Implementation Partner shall follow the process outlined above and present any recommendations that the requirements should be deemed not to apply that it considers necessary to address the fiscal crisis to the Citizens' Oversight Commission for its consideration, and if the Citizens' Oversight Commission recommends adoption of any recommendations, they shall be presented to the City Council for approval.

- (3) Notwithstanding paragraph (1) of this subdivision, the requirement in subparagraph (A) of paragraph (3) of subdivision (b) of this Section that all contracted nonprofit agencies receiving Fund dollars pay all employees at least fifteen dollars (\$15) per hour may not be amended. In addition, 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 in subparagraph (A) of paragraph (3) of subdivision (b) of this Section 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.
- (4) When considering whether the requirement set forth in paragraph (2) of subdivision (b) of this Section should be deemed not to apply, the Citizens' Oversight Commission and the City Council shall consider the ability and the capacity of public agencies to serve the early care and education needs of children age three and below in determining whether the funding priority is consistent with achieving the purposes and intent of the Act.

(Added by: Stats. November 2018)

The Oakland Promise Program.

Section 1607. The Oakland Promise Fund.

- (a) The Account. There is hereby established the Oakland Promise Fund.
- (b) Revenue. For each fiscal year, thirty-one percent (31%) of the proceeds of the parcel tax imposed pursuant to Section 5 of this Act shall be deposited in the Oakland Promise Fund, and shall be appropriated, together with any interest that accrues thereon, for the purposes specified in subdivision (c) of this Section.
- (c) Eligible Uses. Moneys in the Oakland Promise Fund shall be used exclusively to achieve the following public purposes for Oakland residents and children who attend Oakland Public Schools, as further specified by the five-year Guidelines, and including the collection and maintenance of data to enable evaluation over time:
 - (1) Increase early college awareness and expectations in children and their families, such as by instilling a college-bound identity in students and college-going culture in schools;
 - (2) Increase college savings and/or family economic well-being starting early in a child's life;
 - (3) Increase college- and/or career-access, such as by increasing awareness, preparedness, planning, and/or eligibility;
 - (4) Increase college enrollment rates, and application and/or admission rates;

- (5) Increase college affordability, such as by expanding access to public and private student financial aid, and direct scholarships to students for tuition, room and board, and/or other college expenses;
- (6) Increase college persistence and graduation rates, such as by expanding access to mentoring; and
- (7) Reduce disparities in post-secondary education outcomes for students traditionally underrepresented in post-secondary education.

(Added by: Stats. November 2018)

Section 1608. Oakland Promise Implementation Partner.

- (a) Selection. The accountability officer shall recommend and the Citizens' Oversight Commission shall approve the Oakland Promise Implementation Partner pursuant to a request for proposals. The Implementation Partner must meet the following minimum criteria:
 - (1) The Implementation Partner must be an Oakland-based non-profit organization in good standing or a government agency, or an entity, project, or program within such a body;
 - (2) The Implementation Partner must be a non-profit organization, government agency, or an entity, project or program within such a body, with a mission consistent with the purposes of the Oakland Promise Fund and the capability to implement all of the Guidelines, including the initial Guidelines set forth in Section 1609, and the eligible uses of the Oakland Promise Fund, as set forth in paragraphs (1) through (7) of subdivision (c) of Section 1607, through direct provision or through partnership agreements;
 - (3) The Implementation Partner must have the capability to successfully implement, either directly or through subcontracts, evidence-based programs or services for children from birth through college graduation and experience serving populations reflective of the diversity of Oakland, in service of all Oakland Promise Fund eligible uses as set forth in paragraphs (1) through (7) of subdivision (c) of Section 1607;
 - (4) The Implementation Partner must have the ability to leverage other funding sources, such as private philanthropy, grants, and/or an endowment or quasi-endowment, to achieve the purposes of the Oakland Promise Fund; and
 - (5) The Implementation Partner must have the ability to enable the external evaluation of programs, demonstrated through means such as having an existing data-evaluation system or an existing relationship with a credible external evaluator.
- (b) Term of the Oakland Promise Implementation Partner.
 - (1) The initial Oakland Promise Implementation Partner shall act as the Oakland Promise Implementation Partner for a period of five (5) years with opportunity for renewal for additional terms of up to five (5) years, provided that it remains in good standing and continues to carry out the requirements specified in this Act and is not terminated prior to the expiration of its term pursuant to paragraph (2) of this subdivision.
 - (2) The accountability officer may recommend, and Citizens' Oversight Commission may approve, by a vote of two-thirds (2/3) of its members, the termination of the Oakland Promise Implementation Partner before the expiration of the Oakland Promise Implementation Partner's term, if the Oakland Promise Implementation Partner breaches its agreement with the City, is unwilling or unable to carry out the purposes of this Act, or engages in gross negligence, fraud, or unlawful activity. In the event of termination, the accountability officer shall recommend a new

Oakland Promise Implementation Partner in accordance with subdivision (a) of this Section to serve until the expiration of the then-current five-year Guidelines.

- (3) At the expiration of the first five-year period, the accountability officer may recommend, based on the Oakland Promise Implementation Partner's performance, that the Citizens' Oversight Commission renew the contract for additional terms of up to five (5) years, without issuing a request for proposals. In the event an existing contract is not extended, the Oakland Promise Implementation Partner shall be selected in accordance with subdivision (a) of this Section for a period of up to five years. The terms of the Oakland Promise Implementation Partner shall be aligned with the five-year Guidelines and there shall be no limit on the number of years an implementation partner may serve. In any event, the Oakland Promise Implementation Partner must be selected pursuant to a request for proposals at least once every ten (10) years, and the Oakland Promise Implementation Partner selected pursuant to the decennial request for proposals shall act as the Oakland Promise Implementation Partner for a period of five years, unless terminated pursuant to paragraph (2) of this subdivision.
- (c) Requirements for the Oakland Promise Implementation Partner. The City Administrator shall have the authority to enter into a contract with the Implementation Partner that includes legally required terms and terms deemed to be in furtherance of the purposes of this Act, such as but not limited to the following:
 - (1) Performance metrics and benchmarks;
 - (2) Plans for consultation or engagement with experts, community members, and program beneficiaries;
 - (3) Annual independent financial audits;
 - (4) Data sharing agreements including disaggregation by race and income of program beneficiaries;
 - (5) Accounting practices that securely segregate Fund revenues and expenditures in order to ensure appropriate accounting of receipts and expenditures; and
 - (6) Ensuring that students who receive a financial benefit through a program funded by the initiative are not deprived of that financial benefit for as long as they are eligible to participate in the program, even if the program is discontinued.

(Added by: Stats. November 2018)

Section 1609. Oakland Promise Guidelines for the First Five Years. For the first five (5) years following the appointment of a quorum of the Oversight Commission, in order to expedite implementation and ensure the people of Oakland begin to feel the benefit of the approval of the Act, the Guidelines for programs supported by the Oakland Promise Fund, which are based upon an assessment of the local context and needs and national evidence-based best practices in the field, shall be, consistent with the public purposes expressed in the Act, as follows and shall not be amended:

- (a) Reduce socioeconomic and/or demographic disparities, such as those related to wealth and income, for children from an early age, in College readiness, access, affordability, applications, enrollment, retention and completion, particularly for students in high-need or who are traditionally underrepresented in post-secondary education.
- (b) Increase early College savings and asset building for families with children ranging in age from zero to grade five, such as through the creation and seeding of college savings accounts and the provision of financial coaching and supports to families.

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- (c) Increase the expectations and resources to attend College among children and families of all socioeconomic backgrounds in Oakland public schools, with a priority for students from low-income backgrounds and/or traditionally underrepresented in College, through strategies, such as increasing school-based programming that builds the college-bound identity of students and a college-going culture in elementary, middle, and high schools.
- (d) Increase College awareness, application, and eligibility, as measured by increases in completing courses required for College enrollment, such as those required by the University of California, and in College acceptance rates of Oakland Public School students, through means such as providing College access services that are integrated into schools.
- (e) Increase College affordability, including by expanding access to public and private student financial aid, such as by increasing FAFSA or Dream Act Application completion rates, increasing the direct provision of College scholarships including multi-year last dollar scholarships, and partnering with educational institutions in order to provide institution-specific scholarships and to reduce tuition, room and board, and/or other college expenses.
- (f) Increase College admission, matriculation, and enrollment rates, such as increasing the percent of students who enroll in College in the fall directly following high school graduation through a focus on the above strategies.
- (g) Increase full-time College persistence rates for students enrolled in College, especially persistence between their first and second year of enrollment, through means such as mentoring, peer advising, and on-campus supports.
- (h) Increase the number of Oakland students graduating from College within six (6) years of high school graduation.

(Added by: Stats. November 2018)

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| Enactment Date | 12/14/2023 os |



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Jenine Lindsey, Interim General Counsel
Sondra Aguilera, Chief Academic Officer
Drew Giles, Director Quality Enhancement & Professional Development,
Early Childhood Education Department

Meeting Date December 13, 2023

Subject Oakland Children’s Initiative (Measure AA) Funds for OUSD Early Childhood Education, Contract Amendment July 2023-June 2024

Ask of the Board Approval by the Board of Education of Amendment No. 1 to the Contract for Services (Contract No. PS-CHI-2324-225) by and between the District and First 5 Alameda County, Alameda, CA, for services from First 5 and Measure AA funds for Early Childhood Education facilities improvements, quality improvements, family supports, Multi-Tiered System of Support (MTSS) supports, curriculum items, professional development and Early Childhood Education staffing positions and infrastructure supports, in the amount of \$7,062,377.00, increasing the contract from \$4,829,782.00 to an amount not to exceed \$11,892,159.00, for the period of July 1, 2023 and June 30, 2024, via the Early Childhood Education Department. All other terms and conditions remain in full force and effect.

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. The City of Oakland projects it will leverage +\$30 million in annual revenue to dramatically expand access to and the quality of preschool, as well as significantly increase college enrollment and college graduation rates.

Discussion Oakland Children’s Initiative (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 Childhood Education Staff and Families.

Fiscal Impact

Allowable uses of the funds are specified in the voter-approved Charter amendment. Additionally, contracts awarded to Implementation Partners will be performed from contract execution date through 2027. The contract can be extended for an additional term of up to five (5) years, provided the Implementation Partner(s) remains in good standing and continues to carry out requirements as specified in Oakland Children's Initiative and is not terminated prior to the expiration of its term.

Attachment(s)

- Amendment No 1 Contract for Services with First 5 Alameda County
- City of Oakland – Article XVI – The Children's Initiative of 2018
- Copy of Contract for Services #23-1774, Approved 9/13/23, Enactment #23-1545



Contract Number: PS-CHI-2324-225

AMENDMENT TO CONTRACT

Reference is made to that contract made and entered into on July 1, 2023, by and between First 5 Alameda County, an independent public agency of the State of California, and Oakland Unified School District herein referred to as "CONTRACTOR".

Said contract is hereby amended:

- 1. By changing COMPENSATION from "Payment under the terms of this Agreement shall not exceed the total amount of \$4,829,782.00" to "Payment under the terms of this Agreement shall not exceed the total amount of \$11,892,159.00".
2. By substituting the original Exhibit A: Program Description and Requirements with the attached Exhibit A1: Revised Program Description and Requirements.
3. By substituting the original Exhibit B: Terms and Conditions of Payment and Accountability Requirements with the attached Exhibit B1: Revised Terms and Conditions of Payment and Accountability Requirements.
4. By substituting the original Attachment 1: Approved Budget with the attached Attachment 1A: Approved Revised Budget.
5. By substituting the original Attachment 2.1: Service Accountability Plan with the attached Attachment 2.1A: Revised Service Accountability Plan.
6. By substituting the original Exhibit D: Data Sharing Agreement with the attached Exhibit D.1: Revised Data Sharing Agreement.

Except as herein amended, said contract is continued in full force and effect.

This Amendment is effective on October 12, 2023.

By: [DocuSigned by: Kristin Spanos] Kristin Spanos, CEO First 5 Alameda County

By: [Signature] Sondra Aguilera, Chief Academic Officer Oakland Unified School District

Date: 11/15/2023

Date: 11/17/2023

[Signature] Mike Hutchinson, President, BOE

Approved as to Form: [Signature] Jenine Lindsey, Interim General Counsel Oakland Unified School District Date: 12/1/2023

EXHIBIT A1

REVISED 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 2.1A: Revised Service Accountability Plan.

4. Data Sharing and Partnership Requirements

The parties data sharing and partnership requirements are set forth in Exhibit D1: Revised Data Sharing Agreement.

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 1A: Approved Revised 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.

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EXHIBIT B1**REVISED 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 1 st advance of funds 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 & Backup Documentation | October 15, 2023 | Based on actual expenses. |
| 4. | Contractor will submit 3rd invoice for 2 nd advance of funds upon full execution of the contract amendment. | Upon execution of contract amendment | Not to exceed \$3,540,000.00 |
| 5. | For the period October 1, 2023 - December 31, 2023, Contractor will submit: <ul style="list-style-type: none"> • 4th Invoice • 2nd Expense Report & Backup Documentation • Confirmation of data submission per Attachment D.1: Revised Data Sharing Agreement (DSA) | January 30 2024 | Based on actual expenses. |
| 6. | For the period January 1, 2024 - March 30, 2024, Contractor will submit: <ul style="list-style-type: none"> • 5th Invoice • 3rd Expense Report & Backup Documentation • Confirmation of data submission per DSA | April 30, 2024 | Based on actual expenses. |
| 7. | For the period April 1, 2024 - June 30, 2024, Contractor will submit: <ul style="list-style-type: none"> • 6th (Final) Invoice | July 30, 2024 | Based on total actual expenses and reconciled |

| | | | |
|--|---|--|---------------------------|
| | <ul style="list-style-type: none"> • 4th (Final) Expense Report & Backup Documentation • Confirmation of data submission per DSA | | against advance payments. |
|--|---|--|---------------------------|

Invoices should be accompanied by an expense report and general ledger expense reports, quotes, receipts, and salaries and benefits documentation, and/or other documentation supporting expenses to be reimbursed. 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 \$11,892,159.00.

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 request 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.

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EXHIBIT D.1

REVISED 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.1-1, 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.1-2, 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 quarterly detailed child and staff data files, annual site/facility data files, training and assessment data, including provision of those 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 30th of the month after each quarter, or as otherwise specified in Exhibit D.1-1.
- 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.1-2;
 - 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: 510-227-6901

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

First 5 Alameda County

DocuSigned by:
Kristin Spanos
ED030456154404

11/15/2023

Kristin Spanos
Chief Executive Officer

Date

Oakland Unified School District

Sondra Aguilera

11/17/2023

Sondra Aguilera
Chief Academic Officer

Date

EXHIBIT D.1-1

The City of Oakland requires Results Based Accountability (RBA) performance metrics to strengthen and increase data collection and improve contract performance in accordance with the Early Education Guidelines. This rigorous monitoring, reporting, and compliance process facilitates the assessment of whether the early education programs are achieving the goals of the Early Education Guidelines. The Oakland Childrens Initiative presents an opportunity for First 5 and the Agency to build, integrate, and strengthen our shared commitment to Early Care and Education data systems.

First 5 and the Agency will engage in a capacity building phase of data exploration to refine data fields and RBA performance metric calculations, including, but not limited to, partnering to align data definitions, understand data systems, discuss opportunities to optimize data, and trouble shoot system constraints.

The Agency will provide First 5 the initial data export by January 31, 2024, to begin identifying capacity building needs and data priorities. The initial data export will be retroactive to January 1, 2023.

The following tables below indicate data fields needed in the transfer of data from Agency to First 5. The elements and definitions are subject to change pending data availability. The Data Tables (Exhibit D.1-1) and the RBA Measures (Exhibit D.1-3) may be revised based on the capacity building phase, requirements of Measure AA, and/or the availability of data.

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 quarterly on July 30th, October 30th, January 30th, and April 30th with data from the preceding quarter and shall include records of all children who were actively enrolled at any point during the reporting period. Fields and definitions listed below are subject to change pending data availability.

The submission should include an entry (row) for each child enrolled in Agency early childhood or transitional kindergarten 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 |

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| 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 |

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| | 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 |

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| 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 30th 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. Fields and definitions listed below are subject to change pending data availability.

The submission should 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. |

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| Language of Instruction | Primary language formally used for instruction in the classroom |
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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 30th 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. Fields and definitions listed below are subject to change pending data availability.

The submission should 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 |

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| 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 quarterly on July 30th, October 30th, January 30th, and April 30th with data from the preceding quarter 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. Fields and definitions listed below are subject to change pending data availability.

The submission should 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 |
| Training Hours | Number of hours of training received by the employee |
| 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 |

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| | 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. |
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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 30th 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. Fields and definitions listed below are subject to change pending data availability.

The submission should 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 |
| Training Duration | Number of training hours earned by participating in 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 30th 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. Fields and definitions listed below are subject to change pending data availability.

The submission should 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 |

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| 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 30th 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. Fields and definitions listed below are subject to change pending data availability.

Submission should 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 |

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|------------------------|--|
| Coach WFR ID | Unique ID assigned to the coach or PLC leader from the Workforce Registry |
| Duration | Length 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 |

EXHIBIT D.1-2

DATA TRANSMISSION PROTOCOL - TECHNOLOGY SOLUTION AND SERVICES

How and When Will Education Records Data Be Shared

Data sharing will occur using a secure solution provided by First 5 utilizing Office 365 E3 Azure Solution that addresses confidentiality and FERPA compliance. Agency will be provided with a confidential and secure access point that offers access to specified locations in which to transfer files, documents, images etc. that are called out in the DSA.

Prior to the transmission, the following information will be confirmed by First 5's Technology Infrastructure Team Staff:

- Data that will be shared in compliance with the description of data and the submission format shared elsewhere in the DSA
 - If data is password protected, passwords will be communicated through an encrypted email or require multi-factor authentication
- Identify a submission duration (start date and end date)
- Agency staff submitting the data and contact information (email and phone number)
- Identify First 5 staff who will confirm data receipt and access and provide internal notifications

A member of the First 5's Technology Infrastructure Team will communicate the data transmission access point and date and time of transmission to Agency staff.

After the transmission has occurred the identified First 5 staff will confirm receipt and access to the data and the Agency staff's access will be removed.

The confirmation process described above will be implemented in accordance with the frequency terms identified in the DSA.

Operations and Maintenance

First 5's Technology Infrastructure Team shall be responsible for the operation and maintenance of a secure data sharing environment that supports the exchange of all education records data that may include personal identifiable information. This responsibility also includes individual user education to staff, maintaining a log of all data requested and received and providing appropriate access to the partner agency and internal staff. At the termination of this DSA or following the completion of the First 5's audit and evaluation of Agency as set forth in the DSA, First 5's Technology Infrastructure Team will implement any agreed upon process regarding data retention and destruction of the education records.

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|-----------|---|--|--|--|--|-----------------------|--------------------------------|---------------------------|----------------------|---------------------------|----|----|----|----|----|----|----|----|---|---|--|
| | Performance Measure | Primary Data | Supporting Data | Periodicity of Data Transfer | Completion of Joint Review | January 2023 Baseline | Fiscal Year Anticipated Result | Fiscal Year Actual Result | 5-Year Target Result | 1a | 1b | 1c | 1d | 1e | 3a | 3b | 3c | 3d | 4 | 5 | |
| | Number of ECE workforce by site, by role, by FTE, by salary | Quarterly Staff data transfer as specified in Exhibit D 1.1-1 | Quarterly Child and Annual Site data files as specified in Exhibit D 1.1-1 | Quarterly July 30 th , October 30 th , January 30 th , April 30 th | August 30 th , November 30 th , February 28 th , May 30 th | | | | | | | | | | | | | | | | |
| | Total number and percentage of sites receiving funding to augment facility by project type, by zip code | Annual Site data transfer as specified in Exhibit D 1.1-1 | Quarterly Child and Staff data files as specified in Exhibit D 1.1-1 | Annual on July 30 th | August 30 th | | | | | | | | | | | | | | | | |
| | Additional estimated licensed capacity built using OCI funds, by site, by zip code, by age group | Annual Site data transfer as specified in Exhibit D 1.1-1 | Quarterly Child and Annual Site data files as specified in Exhibit D 1.1-1 | Annual on July 30 th | August 30 th | | | | | | | | | | | | | | | | |
| How well? | Percent of available slots enrolled (uptake), by site, by age, by demographics | Quarterly Child data transfer as specified in Exhibit D 1.1-1 | Quarterly Child and Annual Site data files as specified in Exhibit D 1.1-1 | Quarterly July 30 th , October 30 th , January 30 th , April 30 th | August 30 th , November 30 th , February 28 th , May 30 th | | | | | | | | | | | | | | | | |
| | Staff retention rate, by site, by role | Quarterly Staff data transfer as specified in Exhibit D 1.1-1 | Quarterly Child and Staff data files as specified in Exhibit D 1.1-1 | Quarterly July 30 th , October 30 th , January 30 th , April 30 th | August 30 th , November 30 th , February 28 th , May 30 th | | | | | | | | | | | | | | | | |
| | Number and percentage of educators and staff who report the quality of trainings, coaching, and PLCs were good or very good, by topic | Annual Training satisfaction data transfer as specified in Exhibit D 1.1-1 | Quarterly Child and Annual Site data files as specified in Exhibit D 1.1-1 | Annual on Jul 30 th | August 30 th | | | | | | | | | | | | | | | | |

| | | | | | | | | | | Aligned to Ordinance Goal | | | | | | | | | | | |
|-----------------------|---|--|--|------------------------------------|---|---|--------------------------------|---------------------------|----------------------|---------------------------|----|----|----|----|----|----|----|----|---|---|--|
| | Performance Measure | Primary Data | Supporting Data | Periodicity of Data Transfer | Completion of Joint Review | January 2023 Baseline | Fiscal Year Anticipated Result | Fiscal Year Actual Result | 5-Year Target Result | 1a | 1b | 1c | 1d | 1e | 3a | 3b | 3c | 3d | 4 | 5 | |
| | Number and percentage of educators & staff who report learning content they will use in their work with children during training, coaching, or PLCs, by topic | Annual Training satisfaction data transfer as specified in Exhibit D 1.1-1 | Quarterly Child and Annual Site data files as specified in Exhibit D 1.1-1 | Annual on Jul 30 th | August 30 th | | | | | | | | | | | | | | | | |
| Is anyone better off? | Number and percentage of children enrolled in an improved ECE facility funded by OCI by project type, by zip code | Annual Site data and child data transfer as specified in Exhibit D 1.1-1 | Quarterly Child and Annual Site data files as specified in Exhibit D 1.1-1 | Annual on Jul 30 th | August 30 th | | | | | | | | | | | | | | | | |
| | Percentage of OCI sites with a quality rating above standard | First 5 internal data, on site level | Annual, or on QRIS schedule | Annual | August 30 th | | | | | | | | | | | | | | | | |
| | DRDP Domain Scores, by Child | Quarterly Child data transfer as specified in Exhibit D 1.1-1 | Quarterly Staff and Annual Site data files as specified in Exhibit D 1.1-1 | Quarterly | July 30 th , October 30 th , January 30 th , April 30 th | August 30 th , November 30 th , February 28 th , May 30 th | | | | | | | | | | | | | | | |
| | CLASS Scores, by Classroom | Annual Classroom data transfer as specified in Exhibit D 1.1-1 | | Annual on October 30 th | November 30 th | | | | | | | | | | | | | | | | |
| | ECERS Scores, by Classroom | Annual Classroom data transfer as specified in Exhibit D 1.1-1 | Quarterly Staff and Annual Site data files as specified in Exhibit D 1.1-1 | Annual on October 30 th | November 30 th | | | | | | | | | | | | | | | | |

| | | | | | | | | | | Aligned to Ordinance Goal | | | | | | | | | | |
|--|---|--------------|-----------------|------------------------------|----------------------------|-----------------------|--------------------------------|---------------------------|----------------------|---------------------------|----|----|----|----|----|----|----|----|---|---|
| | Performance Measure | Primary Data | Supporting Data | Periodicity of Data Transfer | Completion of Joint Review | January 2023 Baseline | Fiscal Year Anticipated Result | Fiscal Year Actual Result | 5-Year Target Result | 1a | 1b | 1c | 1d | 1e | 3a | 3b | 3c | 3d | 4 | 5 |
| | Kindergarten Readiness Assessment Scores, by Site | TBD | TBD | TBD | TBD | TBD | TBD | TBD | TBD | | | | | | | | | | | |



ATTACHMENT 1A

APPROVED REVISED BUDGET

Contractor Name: Oakland Unified School District

Contract # PS-CHI-2324-225

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

| BUDGET LINE ITEMS | Original Budget | Approved Revised Budget | Justification of Budget Revision |
|--|-----------------|-------------------------|---|
| PERSONNEL EXPENSES * for positions greater than 5% FTE, List position, FTE % on project, rate | | | |
| 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 | 857,501.00 | 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 | 367,501.00 | 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 | 193,249.00 | 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 | 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 | 150,000.00 | Coach teachers and 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 | 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 | 150,000.00 | Position to support Early Learning leaders, sites, children, and families with instruction and services. |
| Director, Kindergarten Readiness, 1.0 FTE (Goal 5, Strategy 1) <i>Combined salary and benefits</i> | 150,000.00 | 179,932.00 | 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. |

| BUDGET LINE ITEMS | Original Budget | Approved Revised Budget | Justification of Budget Revision |
|--|-----------------|-------------------------|--|
| Program Manager, Kindergarten Readiness, 1.0 FTE (Goal 5, Strategy 1) <i>Combined salary and benefits</i> | 115,000.00 | 140,308.00 | 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 | 177,800.00 | 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 | 170,000.00 | 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 | 719,718.00 | 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 | 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. |
| 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 | 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 | 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 11) | 60,000.00 | 60,000.00 | Paid time for 75 teachers who support PreK transition to the elementary school by helping children familiarize themselves with the school environment, activities and routines. |
| Director of Children's Initiative, 1.0 FTE (Goal 5, Strategy 1) | - | 185,000.00 | Provide leadership, direction, and supervision of Oakland Children's Initiative-related work including data, facilities upgrades, increasing expansion/access, fiscal compliance, and program implementation. |

| BUDGET LINE ITEMS | Original Budget | Approved Revised Budget | Justification of Budget Revision |
|--|-----------------------|-------------------------|--|
| Project Manager, Facilities, 1.0 FTE (Goal 5, Strategy 1) | - | 150,000.00 | Plan, coordinate, and manage the construction of facilities and the alteration and addition of existing buildings and structures. |
| Community School Managers, 3.0 FTE (Goal 5, Strategy 2) | - | 420,000.00 | Manage and lead the development of the full-service community school, including assessment of the school community's needs and assets, coordination of all student and family support services and development of resources and partnerships. |
| Total Salaries | \$3,542,811.00 | \$4,246,009.00 | |
| Personnel Benefits | | | |
| PERSONNEL EXPENSES SUBTOTAL | \$3,542,811.00 | \$4,246,009.00 | |
| GENERAL EXPENSES | | | |
| Program Materials | | | |
| Materials - PK and TK classrooms, 4 Year Olds (Goal 1c, Strategy 1) | 141,000.00 | 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 | 25,000.00 | 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 | 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 | 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 | 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. |
| Outreach & Marketing fees and materials (Goal 5, Strategy 2) | 50,000.00 | 50,000.00 | Marketing & Outreach: 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 |
| Program Materials - ECE Apprenticeship Program | | 12,552.00 | Technology to support ECE Apprentice participation |
| Program Materials - Carryover (Goal 1c., Strategy 1) | | 289,801.00 | CARRYOVER from FY 2022-23: Purchase cloud subscriptions (\$4,800/4YOclassroom), provide lead teachers in 4 YO classrooms with access to Teaching Strategies' curriculum resources, planning documents, curriculum differentiation tools, and professional development modules. |

| BUDGET LINE ITEMS | Original Budget | Approved Revised Budget | Justification of Budget Revision |
|--|---------------------|-------------------------|---|
| Stipends and Incentives | | | |
| Stipends - Parent Leadership (Goal 5, Strategy 2) | 60,000.00 | | No longer able to offer Parent Leadership Program due to limited capacity |
| Stipends - ECE Apprenticeship Program (Goal 5, Strategy 1) | | 27,500.00 | Stipends for High School Teacher Point Success Coordinator and student apprentices |
| Consulting Services | | | |
| Consultant: Professional Development and Coaching (Goal 3, Strategy 2) | 75,000.00 | 56,000.00 | 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 | 8,000.00 | Light refreshments or meals to participants while attending all-day PD or PD occurring during typical meal times. |
| Meeting Venue - District wide Early Learning Professional Development (Goal 3, Strategy 3) | 50,000.00 | - | Meeting will be changed to a virtual offering, venue costs no longer needed. |
| Sustenance Provisions - Kindergarten Readiness and family engagement (Goal 5, Strategy 2) | 4,000.00 | 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 | 20,000.00 | Mindfulness-based PD materials and facilitation to OUSD PK and TK educators and staff to address work-related stress and burnout. (Budget reduced due to capacity to meet demand) |
| Educator Wellness - Staff Requested Supports (Goal 3, Strategy 4) | 10,000.00 | 10,000.00 | Staff requested wellness support and services to address work-related stress and burnout; based on equitable application process and criteria. |
| Parent Leadership Program (Goal 5, strategy 2) | 15,000.00 | - | No longer able to offer Parent Leadership Program due to limited capacity |
| GENERAL EXPENSES SUBTOTAL | \$522,750.00 | \$669,353.00 | |
| 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 | 20,000.00 | 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 | 20,000.00 | Funds to offset family fees charged for attending subsidized 3-year-old programs. |
| OTHER EXPENSES SUBTOTAL | \$600,000.00 | \$40,000.00 | Budget for family fees reduced due to changes in the family fee structure from the State. |

| BUDGET LINE ITEMS | Original Budget | Approved Revised Budget | Justification of Budget Revision |
|---|-----------------------|-------------------------|--|
| FACILITY/INFRASTRUCTURE EXPENSES | | | |
| Playspace Designer (Goal 1c, Strategy 2) | 19,000.00 | 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) |
| Facility and ADA improvements to ECE sites - (Goal 1a, Strategy 3) | - | 1,400,000.00 | Funds needed to renovate and/or install new, safe play yards for 4-year-old children |
| Facility and ADA improvements to ECE sites - (Goal 1b, Strategy 3) | - | 600,000.00 | Funds needed to renovate and/or install new, safe play yards for 3-year-old children |
| Kaiser site location facility enhancements (Goal 1a., Strategy 3) - CARRYOVER | - | 3,010,000.00 | CARRYOVER from FY 2022-23: Renovations at Kaiser CDC will create 4 ECE-appropriate classrooms (two 4-year-old classrooms, two 3-year-old classrooms), staff room, outdoor play yards, administrator office, and shared kitchen. The construction budget item includes all relevant planning, permitting, and inspections. (70% proportional split based on enrollment for 4-year-olds) |
| Kaiser site location facility enhancements (Goal 1b., Strategy 3) - CARRYOVER | - | 1,290,000.00 | CARRYOVER from FY 2022-23: Renovations at Kaiser CDC will create 4 ECE-appropriate classrooms (two 4-year-old classrooms, two 3-year-old classrooms), staff room, outdoor play yards, administrator office, and shared kitchen. The construction budget item includes all relevant planning, permitting, and inspections. (30% proportional split based on enrollment for 3-year-olds) |
| Facility and ADA improvements - Oak, Highland, and Jefferson sites - (Goal 1a., Strategy 3) - CARRYOVER | - | 330,803.00 | CARRYOVER Funds from FY 2022-23: renovate and/or install new, safe play yards at the Oak, Highland, and Jefferson sites (70% proportional split based on enrollment for 4-year-olds) |
| Facility and ADA improvements - Oak, Highland, and Jefferson sites - (Goal 1a., Strategy 3) - CARRYOVER | - | 141,773.00 | CARRYOVER Funds from FY 2022-23: renovate and/or install new, safe play yards at the Oak, Highland, and Jefferson sites (30% proportional split based on enrollment for 3-year-olds) |
| FACILITIES SUBTOTAL | \$19,000.00 | \$6,791,576.00 | |
| SUBTOTAL OF DIRECT EXPENSES | | | |
| Sum of totals for Personnel, General, Equipment, Subcontractors and Other | \$4,684,561.00 | \$11,746,938.00 | |
| ADMINISTRATIVE/INDIRECT COSTS Maximum 15% of Direct Costs | 145,221.00 | 145,221.00 | Contracts in excess of \$150,000 must report specific administrative line-item expenses. |
| TOTAL BUDGET | \$4,829,782.00 | \$11,892,159.00 | |



ATTACHMENT 2.1A

APPROVED REVISED SERVICE ACCOUNTABILITY PLAN

Contractor: Oakland Unified School District

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

Program: Oakland Children’s Initiative (OCI)

| | | |
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| <p>Oakland Children’s Initiative Goal 1a <i>Increase the availability of free or affordable and high-quality early education and/or preschool for four-year old children from low-income families, 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 (FFN) care.</i></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 4-year-old programs.</p> | <p>By When June 30, 2024</p> | <p>Additional Comments Based on amended proposal submitted by Contractor on 11/14/2023, in alignment with Goal 1a, Strategy 1</p> |
| <p>Funded Activity 2 Provide Early Education Teachers and Support staff for 4-year-old classrooms. Staff includes two (2) Multi-tier Systems of Support (MTSS) Behaviorists, two (2) MTSS Early Learning Speech Therapists, and 10 Early Learning Coaches (70% proportional split based on enrollment data for 4-year-olds)</p> | <p>By When June 30, 2024</p> | <p>Additional Comments Based on amended proposal submitted by Contractor on 11/14/2023, in alignment with Goal 1a, Strategy 2</p> |
| <p>Funded Activity 3 Renovate and/or install new, safe play yards for 4-year-old children from low-income families and those who are in high need. Provide Facilities and ADA improvements at Oak, Highland, Jefferson Child Development Center</p> | <p>By When By June 30, 2024</p> | <p>Additional Comments Based on amended proposal submitted by Contractor on 11/14/2023, in alignment with Goal 1a, Strategy 3</p> |

| | | |
|---|--|--|
| <p>Funded Activity 4 Infrastructure improvements to at the Kaiser Early Childhood Center to increase access and quality for 4-year-olds from low-income families and those who are in high need.</p> | <p>By When By June 30, 2024</p> | <p>Additional Comments Based on amended proposal submitted by Contractor on 11/14/2023, in alignment with Goal 1a, Strategy 3 Activity Carryover from FY 2022-23</p> |
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| <p>Oakland Children’s Initiative Goal 1b <i>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 and/or those who are in high need, while also supporting such families who need family, friend, and neighbor (FFN) care.</i></p> | | |
| <p>Funded Activity 5 Make available high quality early education and/or preschool for three-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 amended proposal submitted by Contractor on 11/14/2023, in alignment with Goal 1b, Strategy 1</p> |
| <p>Funded Activity 6 Provide Early Education Teachers and Support staff for 3-year-old classrooms to ensure high-quality early education and/or preschool for three-year-old children from low-income families with a priority on serving the children who are in in high need. 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 amended proposal submitted by Contractor on 11/14/2023, in alignment with Goal 1b, Strategy 2</p> |
| <p>Funded Activity 7 Renovate and/or install new, safe play yards for 3-year-old children from low-income families and those who are in high need. Provide Facilities and ADA improvements at Oak, Highland, Jefferson Child Development Center</p> | <p>By When By June 30, 2024</p> | <p>Additional Comments Based on amended proposal submitted by Contractor on 11/14/2023, in alignment with Goal 1b, Strategy 3</p> |

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|---|--|--|
| <p>Funded Activity 8 Infrastructure improvements to at the Kaiser Early Childhood Center to increase access and quality for 3-year-olds from low-income families and those who are in high need.</p> | <p>By When By June 30, 2024</p> | <p>Additional Comments Based on amended proposal submitted by Contractor on 11/14/2023, in alignment with Goal 1b, Strategy 3 Activity Carryover from FY 2022-23</p> |
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| <p>Oakland Children’s Initiative Goal 1c <i>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.</i></p> | | |
| <p>Funded Activity 9 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 amended proposal submitted by Contractor on 11/14/2023, in alignment with Goal 1c, Strategy 1</p> |
| <p>Funded Activity 10 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 amended proposal submitted by Contractor on 11/14/2023, in alignment with Goal 1c, Strategy 2</p> |
| <p>Funded Activity 11 Provide materials, curriculum, and resources to support additional access and improved quality for 4-year-olds from low-income families. Purchase curriculum and 90 cloud subscriptions to provide educators of 4-year-old children with access to curriculum resources, planning documents, curriculum differentiation tools, and professional development modules Purchase Creative Curriculum materials to provide educators of 4-year-old children with access to curriculum resources, planning documents, curriculum differentiation tools, and professional development modules.</p> | <p>By When By June 30, 2024</p> | <p>Additional Comments Based on amended proposal submitted by Contractor on 11/14/2023, in alignment with Goal 1c, Strategy 3 Activity Carryover from FY 2022-23</p> |

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|--|---------------------------------|---|
| Oakland Children’s Initiative Goal 3 <i>Ensure that professional development and coaching are generally available for educators, and that participating center-based preschool programs generally are able to do the following within a reasonable timeframe: expand professional development opportunities, provide Early Learning professional development and coaching consultation, and host professional development activities for all early learning educators.</i> | | |
| Funded Activity 12 Provide opportunities for early learning educators to participate in Professional Learning Communities (PLCs). | By When June 30, 2024 | Additional Comments Based on amended proposal submitted by Contractor on 11/14/2023, in alignment with Goal 3, Strategy 1 |
| Funded Activity 13 Develop an Early Learning Professional Development and Coaching Program related to priority topics to support needs of 3-year-olds and 4-year-olds. | By When June 30, 2024 | Additional Comments Based on amended proposal submitted by Contractor on 11/14/2023, in alignment with Goal 3, Strategy 2 |
| Funded Activity 14 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. | By When June 30, 2024 | Additional Comments Based on amended proposal submitted by Contractor on 11/14/2023, in alignment with Goal 3, Strategy 3 |
| Funded Activity 15 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. | By When June 30, 2024 | Additional Comments Based on amended proposal submitted by Contractor on 11/14/2023, in alignment with Goal 3, Strategy 4 |

| Oakland Children’s Initiative Goal 5 <i>Give priority consideration to expanding higher quality programs and/or facilities for children who are in the highest need, from the lowest-income backgrounds, live in areas of high unmet early education need, and/or who are traditionally underserved, as resources allow, which could include enhanced services, such as bilingual or dual-language instruction, supports to enhance cultural competency, or a higher rating on the QRIS or a successor system.</i> | | |
|---|--|--|
| <p>Funded Activity 16 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>New Positions to support the OCI Initiative: 1 Director of Children’s Initiative, 1 Project Manager – Facilities</p> <p>Develop ECE Apprenticeship Program that focuses on training OUSD high school students to gain ECE college-credits as a career pathway to fill roles requiring an ECE permit.</p> | <p>By When June 30, 2024</p> | <p>Additional Comments Based on amended proposal submitted by Contractor on 11/14/2023, in alignment with Goal 5, Strategy 1</p> |
| <p>Funded Activity 17 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 – Amendment has suspended this project due to lack of capacity | <p>By When June 30, 2024</p> | <p>Additional Comments Based on amended proposal submitted by Contractor on 11/14/2023, in alignment with Goal 5, Strategy 2</p> |

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|---|--|--|
| <ol style="list-style-type: none"> 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.) 8. Hire three (3) Community School Managers to manage and lead the development of the full-service community school | | |
| <p>Funded Activity 18 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. | <p>By When June 30, 2024</p> | <p>Additional Comments Based on amended proposal submitted by Contractor on 11/14/2023, in alignment with Goal 5, Strategy 3</p> |

| | | |
|---|---|---|
| <p>Oakland Children’s Initiative Goal 2 <i>Provide for a rigorous external evaluation 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 the Act and provide information on how to mitigate disparities, such as those by wealth and income or for children in high-need.</i></p> | | |
| <p>Funded Activity 19 Measure progress of funded activities by providing timely data per Exhibit D.1: Revised Data Services Agreement</p> | <p>By When By June 30, 2024</p> | <p>Additional Comments Not applicable</p> |

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ARTICLE XVI THE CHILDREN'S INITIATIVE OF 2018

Section 1600. Definitions.

- (a) "Act" shall mean the Children's Initiative of 2018.
- (b) "Citizens' Oversight Commission" shall mean the Children's Initiative Citizens' Oversight Commission created by Section 1601 of this Act.
- (c) "College" shall mean a not-for-profit post-secondary educational institution, including two-year, four-year accredited career technical educational degrees, and/or certificates.
- (d) "Early Education Fund" shall mean the Oakland Early Education Fund established by Section 1604 of this Act.
- (e) "Early Education Implementation Partner" shall mean the body selected to implement the early education program, either directly or through subcontracts, pursuant to Section 1605 of this Act.
- (f) "First 5 Alameda County" shall mean the independent county agency established by the County of Alameda pursuant to Section 130140 of the California Health and Safety Code.
- (g) "Guidelines" shall mean strategic guidelines developed by the accountability officer and adopted by the Citizens' Oversight Commission every five (5) years for the Early Education and Oakland Promise Funds to outline the priorities for programs supported by the Funds in support of the Purpose and Intent and consistent with the Act.
- (h) "High need" shall mean a child experiencing homelessness, or other criteria as recommended by the accountability officer and approved by the Citizens' Oversight Commission, such as homelessness as broadly defined by the McKinney Vento Homeless Assistance Act, child abuse or neglect, trauma, interaction with the foster care system, interaction with the criminal-justice system including incarceration or deportation, linguistic isolation, domestic violence, a child or family with disabilities or special needs, or children living in areas of high concentrated poverty, or children facing other similar challenges.
- (i) "Preschool" shall mean a developmentally-appropriate and evidence-based educational program for children prior to kindergarten.
- (j) "Oakland Promise Fund" shall mean the Oakland Promise Fund established by Section 1607 of this Act.
- (k) "Oakland Promise Implementation Partner" shall mean the body selected to implement the Oakland Promise program, either directly or through subcontracts, pursuant to Section 1608 of this Act.
- (l) "Oakland Public School" shall mean a K-12 educational institution in Oakland that is supported with public funds and that is authorized by action of and operated under the oversight of a publicly constituted local or state educational agency.
- (m) "Oversight, Accountability, and Evaluation Fund" shall mean the Oversight, Accountability and Evaluation Fund established by Section 1603 of this Act.
- (n) "Proceeds of the parcel tax" shall mean all revenue derived from the parcel tax imposed by this Act net of Alameda County's cost of collection.

(Added by: Stats. November 2018)

The Children's Initiative Oversight and Accountability.

Section 1601. The Children's Initiative Citizens' Oversight Commission.

- (a) Establishment. There is hereby established the Children's Initiative Citizens' Oversight Commission.
- (b) Membership; Appointment Process; Qualifications. The Citizens' Oversight Commission shall be composed of nine (9) to fifteen (15) members. Members of the Citizens' Oversight Commission shall be appointed by the Mayor and confirmed by the Council pursuant to Section 601 of the Charter. The Mayor shall request recommendations from members of the City Council and the Oakland Unified School District Board of Education and Superintendent at least fourteen (14) days prior to submitting any appointments for confirmation. The composition of the Commission should be reflective of the diversity of Oakland and shall include the following members:
- (1) At least one (1) member with professional expertise in early childhood education policy;
 - (2) At least one (1) member with professional expertise in, or who is a provider of, early childhood care or education;
 - (3) At least one (1) member with at least two (2) years of experience teaching in early childhood education;
 - (4) At least one (1) member with at least two (2) years of experience teaching TK-12, or who has professional expertise in TK-12 education or college access;
 - (5) At least one (1) member with professional expertise in college completion, college or university leadership, or support for traditionally underrepresented college students;
 - (6) At least one (1) member with experience in budgeting, auditing, finance, or early asset building;
 - (7) At least one (1) member of a union or labor advocacy group who is employed by the City of Oakland Head Start, the Oakland Unified School District, or a participating early care and education provider;
 - (8) At least one (1) homeowner who is subject to the parcel tax imposed by Section 5 of the Act;
 - (9) At least one (1) parent, who presently has, or has had within five (5) years from the time of appointment, a child of preschool age who attended a preschool program benefiting from public subsidy, or who was on a waitlist for such a program; and
 - (10) At least one (1) member who is, or who within five (5) years from the time of appointment was, enrolled in an Oakland public school, or who has graduated from an Oakland public school and enrolled in college within five (5) years from the time of appointment, or who is the first in their immediate family to graduate from College.
- (c) Qualifications; Conflicts. A majority of the members of the Commission shall be residents of Oakland. The members in paragraphs (7) through (10) must be residents of Oakland. The members set forth in paragraphs (1) through (6) must reside and/or work in Oakland. At least one (1) member in paragraphs (1) or (2) must be an employee of the Oakland Unified School District. One member may satisfy more than one of the requirements set forth in paragraphs (1) through (10) of subdivision (b). Members may not receive income from or serve as an officer, director, or employee of an Implementation Partner.
- (d) Terms. A member shall serve no more than four (4) full, consecutive terms. A member may be removed for cause pursuant to Section 601 of the Charter, or for the failure to attend three (3) consecutive meetings of the Citizens' Oversight Commission or more than fifty percent (50%) of the meetings in a

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twelve-month period. For the initial nine (9) appointments only, one-third (1/3) of the members shall be appointed to serve for four (4) years, one-third (1/3) shall be appointed to serve for three (3) years, and one-third (1/3) shall be appointed to serve for two (2) years. Subsequently, all terms shall be for three (3) years.

- (e) Quorum. A majority of the appointed members of the Commission shall constitute a quorum, but in no case shall a quorum be fewer than five (5) members.
- (f) Compensation. Members shall serve without compensation, provided that members may request and receive reimbursement for actual transportation and childcare expenses, not to exceed five hundred dollars (\$500) annually.
- (g) Responsibilities. It shall be the responsibility of the Citizens' Oversight Commission to:
 - (1) Approve subsequent five-year Guidelines for the Early Education and Oakland Promise Funds after the expiration of the initial five-year Guidelines, which are set forth in Sections 1606 and 1609 of this Act;
 - (2) Review the analysis and recommendations of the accountability officer for the selection of Implementation Partners, approve or reject the recommendation for the selection of Implementation Partners for the Early Education and Oakland Promise Funds, ensure that the selection is consistent with the Act, and once approved, submit the final selection to the Oakland City Council for its adoption without amendment;
 - (3) After considering the recommendation of the accountability officer, approve any extensions of the term of an Implementation Partner, by a majority vote, or any termination of an Implementation Partner for reasons as specified in Sections 1605 and 1608, by a two-thirds (2/3) vote, if extension or termination would further the purposes of the Act;
 - (4) Review and approve the results of annual independent financial audits of each of the Funds;
 - (5) Review the performance appraisals of the implementation of the Early Education and Oakland Promise programs presented by the accountability officer;
 - (6) Review the external evaluations of the implementation of the Early Education and Oakland Promise programs presented by the accountability officer; and
 - (7) Perform such other functions and duties as may be prescribed by the City Administrator.

(Added by: Stats. November 2018)

Section 1602. The Children's Initiative Accountability Officer.

- (a) Establishment. A position that serves as accountability officer for the Children's Initiative is hereby established at a classification and at a salary scale commensurate with the duties of the position, as determined by the City Administrator. The City Administrator or the City Administrator's designee shall hire for the position, in consultation with the Superintendent of the Oakland Unified School District and shall oversee the work of the accountability officer for the Children's Initiative. The City Administrator may appoint an interim Children's Initiative accountability officer to carry out the duties set forth in subdivision (b) until such time as a permanent appointment is made or if the position is vacant.
- (b) Responsibilities. The accountability officer shall be responsible for:
 - (1) Overseeing the Early Education and Oakland Promise programs and ensuring that the programs further the Purpose and Intent of the Act, supporting and providing recommendations to the Citizens' Oversight Commission, and bringing any required items to City Council;

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- (2) Preparing subsequent five-year Guidelines for the Early Education and Oakland Promise Funds after the expiration of the initial five-year Guidelines set forth in Sections 1606 and 1609. The subsequent five-year Guidelines shall be created through an assessment of the local context and needs, as well as national evidence-based best practices in the field, and shall identify metrics for each program to assess the achievement of outcomes central to the identified goals in support of the statement of Purpose and Intent and consistent with the Act;
- (3) Leading the selection process and contracting for the Early Education and Oakland Promise Implementation Partners, consistent with the Act, making a recommendation to the Citizens' Oversight Commission for the selection of the Implementation Partners, and developing the scope of services, including performance standards and mechanisms for monitoring and reporting progress to the Citizens' Oversight Commission at least every two (2) years;
- (4) Ensuring that independent financial audits of expenditures from the Funds for the implementation of the Early Education and Oakland Promise programs are conducted, and presenting the audits to the Citizens' Oversight Commission;
- (5) Monitoring the performance of the Implementation Partners through a formal performance appraisal, consistent with the metrics established in the five-year Guidelines and scope of services for the Implementation Partners, and reporting at least once every two (2) years regarding the Implementation Partners' performance to the Citizens' Oversight Commission;
- (6) Overseeing a rigorous and reliable external evaluation or evaluations of the Implementation Partners' performance, including the selection of external evaluation partners or the utilization of existing external evaluations as applicable, and presenting the results of such evaluations to the Citizens' Oversight Commission;
- (7) Carrying out such other duties as may be delegated by the City Administrator; and
- (8) Providing or coordinating training for members of the Citizens' Oversight Commission.

(Added by: Stats. November 2018)

(Res. No.89280, 6-21-2022)

Section 1603. Funding for Oversight, Accountability, and Evaluation.

- (a) The Fund. There is hereby established the Oakland Children's Initiative Oversight, Accountability, and Evaluation Fund.
- (b) Revenue. For each fiscal year, seven percent (7%) of the proceeds of the parcel tax imposed pursuant to Section 5 of this Act shall be deposited in the Children's Initiative Oversight, Accountability, and Evaluation Fund, and shall be appropriated, together with any interest that accrues thereon, for the purposes specified in subdivision (c) of this Section.
- (c) Eligible Uses. Moneys in the Children's Initiative Oversight, Accountability and Evaluation Fund shall be used to support the oversight and accountability costs of the Citizens' Oversight Commission, including but not limited to the costs of Commission and accountability staff, operations and meetings, financial management, audits, strategic and implementation planning, and communications and outreach. At least one-third (1/3) of the moneys deposited in the Oversight, Accountability and Evaluation Fund shall be appropriated for independent third-party evaluations.
- (d) Transfer to Program Funds. To the extent that at the end of each two-year (2) budget period, any unspent and unencumbered or undesignated funds remain in the Oversight, Accountability, and

Evaluation Fund, fifty percent (50%) of the funds remaining shall be transferred to the Early Education Fund and shall be available for appropriation to achieve the goals of the Early Education Fund, twenty-five percent (25%) shall be transferred to the Oakland Promise Fund and shall be available for appropriation to achieve the goals of the Oakland Promise Fund, and twenty-five percent (25%) shall remain in the Oversight, Accountability and Evaluation Fund as a reserve for the eligible uses set forth in subdivision (c) of this Section.

(Added by: Stats. November 2018)

The Oakland Early Education Program.

Section 1604. Early Education Fund.

- (a) The Account. There is hereby established the Oakland Early Education Fund.
- (b) Revenue. For each fiscal year, sixty-two percent (62%) of the proceeds of the parcel tax imposed pursuant to Section 5 of this Act shall be deposited in the Early Education Fund, and shall be appropriated, together with any interest that accrues thereon, for the purposes specified in subdivision (c) of this Section.
- (c) Eligible Uses. Moneys in the Early Education Fund shall be used 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, as further specified in the five-year Guidelines.
- (d) Non-Supplantation.
 - (1) Moneys in the Early Education Fund shall only be used to expand access to, or enhance the quality of, early care and education, 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.
 - (2) Moneys in the Early Education Fund shall not be used for K-12 school day services except for the purpose of expanding transitional kindergarten eligibility to additional four-year old children.

(Added by: Stats. November 2018)

Section 1605. Early Education Implementation Partner.

- (a) Selection. The Early Education Implementation Partner shall be selected pursuant to paragraph (1) of subdivision (b) of Section 1606, and pursuant to subdivision (b) of this Section or through a request for proposals. If the requirement in paragraph (1) of subdivision (b) of Section 1606 is deemed not to apply pursuant to subdivision (c) of Section 1606, then the accountability officer shall recommend, and the Citizens' Oversight Commission shall select an Early Education Implementation Partner pursuant to a

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request for proposals or pursuant to subdivision (b) of this Section. The Early Education Implementation Partner shall meet the following minimum criteria:

- (1) The Implementation Partner must have a mission consistent with the purposes of the Early Education Fund and the capability to implement all of the Guidelines of the Early Education Fund, through direct provision or through partnership agreements;
 - (2) The Implementation Partner must have expertise in early education or a record of successfully implementing programs or services for children age zero to five; and
 - (3) At the time of application and while acting as Early Education Implementation Partner, the Implementation Partner must not be a private preschool provider in the City of Oakland.
- (b) Alternative Selection Process.
- (1) The accountability officer may recommend First 5 Alameda County as the Early Education Implementation Partner to the Citizens' Oversight Commission, without issuing a request for proposals, provided that:
 - (A) The voters of Alameda County have approved a tax to fund child care and early education in June 2018 and that First 5 Alameda County is the entity selected to implement the child care and early education programs; and
 - (B) First 5 Alameda County is willing, and has the capacity, to serve as the Early Education Implementation Partner.
 - (2) The accountability officer may recommend administering the program through a City of Oakland department, which shall serve as the Early Education Implementation Partner, without issuing a request for proposals.
- (c) Term of the Early Education Implementation Partner.
- (1) The initial Early Education Implementation Partner shall act as the Early Education Implementation Partner for a period of five (5) years with an opportunity for renewal for additional terms of up to five (5) years, provided that it remains in good standing and continues to carry out the requirements specified in this Act and is not terminated prior to the expiration of its term pursuant to paragraph (2).
 - (2) The accountability officer may recommend, and the Citizens' Oversight Commission may approve, by a vote of two-thirds (2/3) of its members, the termination of the Early Education Implementation Partner before the expiration of the Early Education Implementation Partner's term, if the Early Education Implementation Partner breaches its agreement with the City, is unwilling or unable to carry out the purposes of this Act, or engages in gross negligence, fraud, or unlawful activity. In the event of termination, the accountability officer shall recommend an Early Education Implementation Partner in accordance with this Section to serve until the expiration of the then-current five-year Guidelines.
 - (3) At the expiration of the first five-year period, the accountability officer may recommend, based on the Early Education Implementation Partner's performance, that the Citizens' Oversight Commission renew the contract for an additional term of up to five (5) years, issue a request for proposals for an Early Education Implementation Partner, or if the requirement in paragraph (1) of subdivision (b) of Section 1606 is deemed not to apply, select an Early Education Implementation Partner in accordance with subdivision (a) or (b) of this Section for a period of up to five years. The terms of the Early Education Implementation Partner shall be aligned with the

five-year Guidelines and there shall be no limit on the number of years an Implementation Partner may serve.

- (d) Requirements for the Early Education Implementation Partner. The City Administrator shall have the authority to enter into a contract with the Implementation Partner that includes legally required terms and terms deemed to be in furtherance of the Purpose and Intent of this Act, such as but not limited to the following:
- (1) Performance metrics and benchmarks;
 - (2) Plans for consultation or engagement with experts, community members, and program beneficiaries;
 - (3) Annual independent financial audits;
 - (4) Data sharing agreements including disaggregation by race and income of program beneficiaries; and
 - (5) Accounting practices that securely segregate Fund revenues and expenditures in order to ensure appropriate accounting of receipts and expenditures.

(Added by: Stats. November 2018)

Section 1606. The First Five Years of the Early Education Fund.

- (a) Early Education Guidelines for the First Five Years. For the first five (5) years following the appointment of a quorum of the Citizens' Oversight Commission, in order to expedite implementation and ensure the people of Oakland begin to feel the benefit of the approval of the Act, the Guidelines for the Early Education Fund, which are based upon an assessment of the local context and needs and national evidence-based best practices in the field, shall be as follows and shall not be amended:
- (1) 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:
 - (A) 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.
 - (B) 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.
 - (C) 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.

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- (D) 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.
- (E) 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.
- (2) Provide for a rigorous external evaluation 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 the Act and provide information on how to mitigate disparities, such as those by wealth and income or for children in high-need.
- (3) Ensure that professional development and coaching are generally available for educators, and that participating center-based preschool programs generally are able to do the following within a reasonable timeframe:
 - (A) Achieve a baseline rating of at least three (3) or higher on the regional Quality Rating and Improvement System (QRIS), or a successor system;
 - (B) Utilize 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;
 - (C) Conduct formative assessments to shape instruction; and
 - (D) Participate 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.
- (4) Ensure that funding streams from federal, state and local sources, including Head Start, are coordinated to reduce the administrative burden of program beneficiaries in accessing services, and to ensure that existing high-quality early education programs are not made financially unviable.
- (5) Give priority consideration to expanding higher quality programs and/or facilities for children who are in the highest need, from the lowest-income backgrounds, live in areas of high unmet early education need, and/or who are traditionally underserved, as resources allow, which could include enhanced services, such as bilingual or dual-language instruction, supports to enhance cultural competency, or a higher rating on the QRIS or a successor system.
- (b) Additional Requirements for the Early Education Fund for the First Five Years.
 - (1) Administration by a Public Agency. The Alameda County Children and Families First Commission, known as First 5 Alameda County, or another public entity, will be selected by the Citizens' Oversight Commission to be the Early Education Implementation Partner and to administer the program.
 - (2) Expanding Existing Public Services. First funding priority shall 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. This could include converting part-day OUSD preschool to full-day OUSD preschool at OUSD sites, hiring additional OUSD staff, or expanding the hours of service to better meet the needs of working families, subject to capacity limitations determined by OUSD and City of Oakland Head Start in

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consultation with the Implementation Partner. After OUSD and Head Start sites have reached agreement with the Implementation Partner on ensuring funding to reach capacity as outlined above, the Early Education Fund may contract with private nonprofit agencies that show a commitment to and interest in serving low income children, and adhere to the privatization requirements set forth in paragraphs (3) and (4) of this subdivision.

(3) Private Contractor Requirements.

- (A) Maintenance of Wage Standards: All contracted nonprofit agencies receiving 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.
- (B) All contracted agencies must present as a part of the contracting process: (i) a list of current employees with employee names and job classifications, on a biannual basis. The contractor will also provide length of continuous employment of those employees provided that employer tracks length of employment; (ii) the annual rate of current staff turnover for early educators and teaching assistants; (iii) the number of hours of training planned for each employee in subject matters directly related to providing services to state residents and clients; (iv) a self-certification which requires the contractor report whether the contractor has or has not violated any applicable federal, state or local rules, regulations or laws, including laws governing employee safety and health, labor relations and other employment requirements, and any citations, court findings or administrative findings for violations of such federal, state or local rules, regulations or laws. In the case where a contractor has violated aforementioned laws or regulations, contractor must disclose the date, enforcement agency, the rule, law or regulation involved and any additional information the contractor may wish to submit; and (v) any collective bargaining agreements or personnel policies covering the employees who provide services.
- (C) (i) Union Neutrality: Moneys from the Early Education Fund shall not be used to support or oppose unionization, including but not limited to, preparation and distribution of materials which advocate for or against unionization; hiring or consulting legal counsel or other consultants to advise the contractor about how to assist, promote or deter union organizing or how to impede a union which represents the contractor's employees from fulfilling its representational responsibilities; holding meetings to influence employees about unionization; planning or conducting activities by supervisors to assist, promote, or deter union activities; or defending against unfair labor practice charges brought by federal or state enforcement agencies.
 - (ii) Contractors are prohibited from retaliating against early educators for participating in or contributing to a professional organization. Violation of this provision shall constitute an immediate breach of contract.

(4) Worker Organization and Payroll Deduction.

- (A) The Early Education Implementation Partner will regularly convene organizations representing parents and/or early educators, as appropriate, to receive input on program development and implementation. They will collaborate with parent and early educator organizations and providers and other stakeholders to disseminate information in public meetings or other means, such as pamphlets, to families, child care providers and early

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educators and others about initiative-funded programs and to support robust involvement in Guideline components.

- (B) Funding agreements with participating child care and early education programs paid for with Early Education Fund dollars will require these programs to honor their early educator employees' written, voluntary requests to contribute part of their pay via payroll deduction to a professional organization of their choosing. Funding agreements will require the participating child care and early education program operators to notify early educators about the programs' contractual obligation to honor their written request to contribute.
 - (C) Early educators will be informed about their rights under this program during an orientation. The Early Education Implementation Partner or a contracted third party will convene regular in-person orientation sessions for family child care center providers and their assistants, family, friend and neighbor providers, and center early educator employees who work in programs receiving funding from the initiative. These staff at participating programs will be required to attend an informational orientation session within a certain period of time after programs are contracted to participate in initiative funded components. For agencies who are unable to document full participation of staff, information may be shared in alternative formats on a case-by-case-basis. Effort will be made to ensure that this information will include program overview, quality and other guidelines, and information on other city-related resources and programs will not deter participation in these initiative-funded activities. These information sessions shall also include presentations by qualified professional early childhood education organizations and other stakeholders with goals, missions, or resources related to the initiative's goals, including training and professional development at which qualified professional organizations will be invited to participate. Attendance sheets for orientation sessions and qualifying staff rosters will be made available twice per year upon request in order to allow professional organizations to monitor participation.
 - (D) Professional organizations will be required to meet minimum criteria, including nonprofit status, connecting early educators to professional development and training opportunities, and improving the ability of early educators to advocate for improvement to the child care system.
- (c) Applicability of Requirements After Five Years.
- (1) The requirements set forth in subdivision (b) of this Section shall remain in effect for a minimum of five (5) years, and shall remain in effect thereafter unless the Citizens' Oversight Commission recommends, and the City Council approves, deeming that any of the requirements set forth in subdivision (b) shall not apply.
 - (2) Prior to the Citizens' Oversight Commission's consideration of funding guidelines for each five-year period, the Early Education Implementation Partner shall convene a meeting of stakeholders, including organizations representing parents and early educators, to assess whether the requirements set forth in subdivision (b) are serving the purposes of the Act and to consider whether the requirements should be deemed not to apply for the purposes of the next five-year funding period. The Early Education Implementation Partner shall present any recommendations that the requirements should be deemed not to apply that it considers necessary to further the purposes of the Act to the Citizens' Oversight Commission for its consideration, and if the Citizens' Oversight Commission recommends adoption of any recommendations, the recommendations shall be presented to the City Council for approval so that the changes are in place for the next five-year period. In addition, upon a finding of a fiscal

emergency by the Citizens' Oversight Commission, the Early Education Implementation Partner shall follow the process outlined above and present any recommendations that the requirements should be deemed not to apply that it considers necessary to address the fiscal crisis to the Citizens' Oversight Commission for its consideration, and if the Citizens' Oversight Commission recommends adoption of any recommendations, they shall be presented to the City Council for approval.

- (3) Notwithstanding paragraph (1) of this subdivision, the requirement in subparagraph (A) of paragraph (3) of subdivision (b) of this Section that all contracted nonprofit agencies receiving Fund dollars pay all employees at least fifteen dollars (\$15) per hour may not be amended. In addition, 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 in subparagraph (A) of paragraph (3) of subdivision (b) of this Section 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.
- (4) When considering whether the requirement set forth in paragraph (2) of subdivision (b) of this Section should be deemed not to apply, the Citizens' Oversight Commission and the City Council shall consider the ability and the capacity of public agencies to serve the early care and education needs of children age three and below in determining whether the funding priority is consistent with achieving the purposes and intent of the Act.

(Added by: Stats. November 2018)

The Oakland Promise Program.

Section 1607. The Oakland Promise Fund.

- (a) The Account. There is hereby established the Oakland Promise Fund.
- (b) Revenue. For each fiscal year, thirty-one percent (31%) of the proceeds of the parcel tax imposed pursuant to Section 5 of this Act shall be deposited in the Oakland Promise Fund, and shall be appropriated, together with any interest that accrues thereon, for the purposes specified in subdivision (c) of this Section.
- (c) Eligible Uses. Moneys in the Oakland Promise Fund shall be used exclusively to achieve the following public purposes for Oakland residents and children who attend Oakland Public Schools, as further specified by the five-year Guidelines, and including the collection and maintenance of data to enable evaluation over time:
 - (1) Increase early college awareness and expectations in children and their families, such as by instilling a college-bound identity in students and college-going culture in schools;
 - (2) Increase college savings and/or family economic well-being starting early in a child's life;
 - (3) Increase college- and/or career-access, such as by increasing awareness, preparedness, planning, and/or eligibility;
 - (4) Increase college enrollment rates, and application and/or admission rates;

- (5) Increase college affordability, such as by expanding access to public and private student financial aid, and direct scholarships to students for tuition, room and board, and/or other college expenses;
- (6) Increase college persistence and graduation rates, such as by expanding access to mentoring; and
- (7) Reduce disparities in post-secondary education outcomes for students traditionally underrepresented in post-secondary education.

(Added by: Stats. November 2018)

Section 1608. Oakland Promise Implementation Partner.

- (a) Selection. The accountability officer shall recommend and the Citizens' Oversight Commission shall approve the Oakland Promise Implementation Partner pursuant to a request for proposals. The Implementation Partner must meet the following minimum criteria:
 - (1) The Implementation Partner must be an Oakland-based non-profit organization in good standing or a government agency, or an entity, project, or program within such a body;
 - (2) The Implementation Partner must be a non-profit organization, government agency, or an entity, project or program within such a body, with a mission consistent with the purposes of the Oakland Promise Fund and the capability to implement all of the Guidelines, including the initial Guidelines set forth in Section 1609, and the eligible uses of the Oakland Promise Fund, as set forth in paragraphs (1) through (7) of subdivision (c) of Section 1607, through direct provision or through partnership agreements;
 - (3) The Implementation Partner must have the capability to successfully implement, either directly or through subcontracts, evidence-based programs or services for children from birth through college graduation and experience serving populations reflective of the diversity of Oakland, in service of all Oakland Promise Fund eligible uses as set forth in paragraphs (1) through (7) of subdivision (c) of Section 1607;
 - (4) The Implementation Partner must have the ability to leverage other funding sources, such as private philanthropy, grants, and/or an endowment or quasi-endowment, to achieve the purposes of the Oakland Promise Fund; and
 - (5) The Implementation Partner must have the ability to enable the external evaluation of programs, demonstrated through means such as having an existing data-evaluation system or an existing relationship with a credible external evaluator.
- (b) Term of the Oakland Promise Implementation Partner.
 - (1) The initial Oakland Promise Implementation Partner shall act as the Oakland Promise Implementation Partner for a period of five (5) years with opportunity for renewal for additional terms of up to five (5) years, provided that it remains in good standing and continues to carry out the requirements specified in this Act and is not terminated prior to the expiration of its term pursuant to paragraph (2) of this subdivision.
 - (2) The accountability officer may recommend, and Citizens' Oversight Commission may approve, by a vote of two-thirds (2/3) of its members, the termination of the Oakland Promise Implementation Partner before the expiration of the Oakland Promise Implementation Partner's term, if the Oakland Promise Implementation Partner breaches its agreement with the City, is unwilling or unable to carry out the purposes of this Act, or engages in gross negligence, fraud, or unlawful activity. In the event of termination, the accountability officer shall recommend a new

Oakland Promise Implementation Partner in accordance with subdivision (a) of this Section to serve until the expiration of the then-current five-year Guidelines.

- (3) At the expiration of the first five-year period, the accountability officer may recommend, based on the Oakland Promise Implementation Partner's performance, that the Citizens' Oversight Commission renew the contract for additional terms of up to five (5) years, without issuing a request for proposals. In the event an existing contract is not extended, the Oakland Promise Implementation Partner shall be selected in accordance with subdivision (a) of this Section for a period of up to five years. The terms of the Oakland Promise Implementation Partner shall be aligned with the five-year Guidelines and there shall be no limit on the number of years an implementation partner may serve. In any event, the Oakland Promise Implementation Partner must be selected pursuant to a request for proposals at least once every ten (10) years, and the Oakland Promise Implementation Partner selected pursuant to the decennial request for proposals shall act as the Oakland Promise Implementation Partner for a period of five years, unless terminated pursuant to paragraph (2) of this subdivision.
- (c) Requirements for the Oakland Promise Implementation Partner. The City Administrator shall have the authority to enter into a contract with the Implementation Partner that includes legally required terms and terms deemed to be in furtherance of the purposes of this Act, such as but not limited to the following:
 - (1) Performance metrics and benchmarks;
 - (2) Plans for consultation or engagement with experts, community members, and program beneficiaries;
 - (3) Annual independent financial audits;
 - (4) Data sharing agreements including disaggregation by race and income of program beneficiaries;
 - (5) Accounting practices that securely segregate Fund revenues and expenditures in order to ensure appropriate accounting of receipts and expenditures; and
 - (6) Ensuring that students who receive a financial benefit through a program funded by the initiative are not deprived of that financial benefit for as long as they are eligible to participate in the program, even if the program is discontinued.

(Added by: Stats. November 2018)

Section 1609. Oakland Promise Guidelines for the First Five Years. For the first five (5) years following the appointment of a quorum of the Oversight Commission, in order to expedite implementation and ensure the people of Oakland begin to feel the benefit of the approval of the Act, the Guidelines for programs supported by the Oakland Promise Fund, which are based upon an assessment of the local context and needs and national evidence-based best practices in the field, shall be, consistent with the public purposes expressed in the Act, as follows and shall not be amended:

- (a) Reduce socioeconomic and/or demographic disparities, such as those related to wealth and income, for children from an early age, in College readiness, access, affordability, applications, enrollment, retention and completion, particularly for students in high-need or who are traditionally underrepresented in post-secondary education.
- (b) Increase early College savings and asset building for families with children ranging in age from zero to grade five, such as through the creation and seeding of college savings accounts and the provision of financial coaching and supports to families.

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- (c) Increase the expectations and resources to attend College among children and families of all socioeconomic backgrounds in Oakland public schools, with a priority for students from low-income backgrounds and/or traditionally underrepresented in College, through strategies, such as increasing school-based programming that builds the college-bound identity of students and a college-going culture in elementary, middle, and high schools.
- (d) Increase College awareness, application, and eligibility, as measured by increases in completing courses required for College enrollment, such as those required by the University of California, and in College acceptance rates of Oakland Public School students, through means such as providing College access services that are integrated into schools.
- (e) Increase College affordability, including by expanding access to public and private student financial aid, such as by increasing FAFSA or Dream Act Application completion rates, increasing the direct provision of College scholarships including multi-year last dollar scholarships, and partnering with educational institutions in order to provide institution-specific scholarships and to reduce tuition, room and board, and/or other college expenses.
- (f) Increase College admission, matriculation, and enrollment rates, such as increasing the percent of students who enroll in College in the fall directly following high school graduation through a focus on the above strategies.
- (g) Increase full-time College persistence rates for students enrolled in College, especially persistence between their first and second year of enrollment, through means such as mentoring, peer advising, and on-campus supports.
- (h) Increase the number of Oakland students graduating from College within six (6) years of high school graduation.

(Added by: Stats. November 2018)

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Section 1600. Definitions.

- (a) "Act" shall mean the Children's Initiative of 2018.
- (b) "Citizens' Oversight Commission" shall mean the Children's Initiative Citizens' Oversight Commission created by Section 1601 of this Act.
- (c) "College" shall mean a not-for-profit post-secondary educational institution, including two-year, four-year accredited career technical educational degrees, and/or certificates.
- (d) "Early Education Fund" shall mean the Oakland Early Education Fund established by Section 1604 of this Act.
- (e) "Early Education Implementation Partner" shall mean the body selected to implement the early education program, either directly or through subcontracts, pursuant to Section 1605 of this Act.
- (f) "First 5 Alameda County" shall mean the independent county agency established by the County of Alameda pursuant to Section 130140 of the California Health and Safety Code.
- (g) "Guidelines" shall mean strategic guidelines developed by the accountability officer and adopted by the Citizens' Oversight Commission every five (5) years for the Early Education and Oakland Promise Funds to outline the priorities for programs supported by the Funds in support of the Purpose and Intent and consistent with the Act.
- (h) "High need" shall mean a child experiencing homelessness, or other criteria as recommended by the accountability officer and approved by the Citizens' Oversight Commission, such as homelessness as broadly defined by the McKinney Vento Homeless Assistance Act, child abuse or neglect, trauma, interaction with the foster care system, interaction with the criminal-justice system including incarceration or deportation, linguistic isolation, domestic violence, a child or family with disabilities or special needs, or children living in areas of high concentrated poverty, or children facing other similar challenges.
- (i) "Preschool" shall mean a developmentally-appropriate and evidence-based educational program for children prior to kindergarten.
- (j) "Oakland Promise Fund" shall mean the Oakland Promise Fund established by Section 1607 of this Act.
- (k) "Oakland Promise Implementation Partner" shall mean the body selected to implement the Oakland Promise program, either directly or through subcontracts, pursuant to Section 1608 of this Act.
- (l) "Oakland Public School" shall mean a K-12 educational institution in Oakland that is supported with public funds and that is authorized by action of and operated under the oversight of a publicly constituted local or state educational agency.
- (m) "Oversight, Accountability, and Evaluation Fund" shall mean the Oversight, Accountability and Evaluation Fund established by Section 1603 of this Act.
- (n) "Proceeds of the parcel tax" shall mean all revenue derived from the parcel tax imposed by this Act net of Alameda County's cost of collection.

(Added by: Stats. November 2018)

The Children's Initiative Oversight and Accountability.

Section 1601. The Children's Initiative Citizens' Oversight Commission.

- (a) Establishment. There is hereby established the Children's Initiative Citizens' Oversight Commission.
- (b) Membership; Appointment Process; Qualifications. The Citizens' Oversight Commission shall be composed of nine (9) to fifteen (15) members. Members of the Citizens' Oversight Commission shall be appointed by the Mayor and confirmed by the Council pursuant to Section 601 of the Charter. The Mayor shall request recommendations from members of the City Council and the Oakland Unified School District Board of Education and Superintendent at least fourteen (14) days prior to submitting any appointments for confirmation. The composition of the Commission should be reflective of the diversity of Oakland and shall include the following members:
- (1) At least one (1) member with professional expertise in early childhood education policy;
 - (2) At least one (1) member with professional expertise in, or who is a provider of, early childhood care or education;
 - (3) At least one (1) member with at least two (2) years of experience teaching in early childhood education;
 - (4) At least one (1) member with at least two (2) years of experience teaching TK-12, or who has professional expertise in TK-12 education or college access;
 - (5) At least one (1) member with professional expertise in college completion, college or university leadership, or support for traditionally underrepresented college students;
 - (6) At least one (1) member with experience in budgeting, auditing, finance, or early asset building;
 - (7) At least one (1) member of a union or labor advocacy group who is employed by the City of Oakland Head Start, the Oakland Unified School District, or a participating early care and education provider;
 - (8) At least one (1) homeowner who is subject to the parcel tax imposed by Section 5 of the Act;
 - (9) At least one (1) parent, who presently has, or has had within five (5) years from the time of appointment, a child of preschool age who attended a preschool program benefiting from public subsidy, or who was on a waitlist for such a program; and
 - (10) At least one (1) member who is, or who within five (5) years from the time of appointment was, enrolled in an Oakland public school, or who has graduated from an Oakland public school and enrolled in college within five (5) years from the time of appointment, or who is the first in their immediate family to graduate from College.
- (c) Qualifications; Conflicts. A majority of the members of the Commission shall be residents of Oakland. The members in paragraphs (7) through (10) must be residents of Oakland. The members set forth in paragraphs (1) through (6) must reside and/or work in Oakland. At least one (1) member in paragraphs (1) or (2) must be an employee of the Oakland Unified School District. One member may satisfy more than one of the requirements set forth in paragraphs (1) through (10) of subdivision (b). Members may not receive income from or serve as an officer, director, or employee of an Implementation Partner.
- (d) Terms. A member shall serve no more than four (4) full, consecutive terms. A member may be removed for cause pursuant to Section 601 of the Charter, or for the failure to attend three (3) consecutive meetings of the Citizens' Oversight Commission or more than fifty percent (50%) of the meetings in a

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twelve-month period. For the initial nine (9) appointments only, one-third (1/3) of the members shall be appointed to serve for four (4) years, one-third (1/3) shall be appointed to serve for three (3) years, and one-third (1/3) shall be appointed to serve for two (2) years. Subsequently, all terms shall be for three (3) years.

- (e) Quorum. A majority of the appointed members of the Commission shall constitute a quorum, but in no case shall a quorum be fewer than five (5) members.
- (f) Compensation. Members shall serve without compensation, provided that members may request and receive reimbursement for actual transportation and childcare expenses, not to exceed five hundred dollars (\$500) annually.
- (g) Responsibilities. It shall be the responsibility of the Citizens' Oversight Commission to:
 - (1) Approve subsequent five-year Guidelines for the Early Education and Oakland Promise Funds after the expiration of the initial five-year Guidelines, which are set forth in Sections 1606 and 1609 of this Act;
 - (2) Review the analysis and recommendations of the accountability officer for the selection of Implementation Partners, approve or reject the recommendation for the selection of Implementation Partners for the Early Education and Oakland Promise Funds, ensure that the selection is consistent with the Act, and once approved, submit the final selection to the Oakland City Council for its adoption without amendment;
 - (3) After considering the recommendation of the accountability officer, approve any extensions of the term of an Implementation Partner, by a majority vote, or any termination of an Implementation Partner for reasons as specified in Sections 1605 and 1608, by a two-thirds (2/3) vote, if extension or termination would further the purposes of the Act;
 - (4) Review and approve the results of annual independent financial audits of each of the Funds;
 - (5) Review the performance appraisals of the implementation of the Early Education and Oakland Promise programs presented by the accountability officer;
 - (6) Review the external evaluations of the implementation of the Early Education and Oakland Promise programs presented by the accountability officer; and
 - (7) Perform such other functions and duties as may be prescribed by the City Administrator.

(Added by: Stats. November 2018)

Section 1602. The Children's Initiative Accountability Officer.

- (a) Establishment. A position that serves as accountability officer for the Children's Initiative is hereby established at a classification and at a salary scale commensurate with the duties of the position, as determined by the City Administrator. The City Administrator or the City Administrator's designee shall hire for the position, in consultation with the Superintendent of the Oakland Unified School District and shall oversee the work of the accountability officer for the Children's Initiative. The City Administrator may appoint an interim Children's Initiative accountability officer to carry out the duties set forth in subdivision (b) until such time as a permanent appointment is made or if the position is vacant.
- (b) Responsibilities. The accountability officer shall be responsible for:
 - (1) Overseeing the Early Education and Oakland Promise programs and ensuring that the programs further the Purpose and Intent of the Act, supporting and providing recommendations to the Citizens' Oversight Commission, and bringing any required items to City Council;

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- (2) Preparing subsequent five-year Guidelines for the Early Education and Oakland Promise Funds after the expiration of the initial five-year Guidelines set forth in Sections 1606 and 1609. The subsequent five-year Guidelines shall be created through an assessment of the local context and needs, as well as national evidence-based best practices in the field, and shall identify metrics for each program to assess the achievement of outcomes central to the identified goals in support of the statement of Purpose and Intent and consistent with the Act;
- (3) Leading the selection process and contracting for the Early Education and Oakland Promise Implementation Partners, consistent with the Act, making a recommendation to the Citizens' Oversight Commission for the selection of the Implementation Partners, and developing the scope of services, including performance standards and mechanisms for monitoring and reporting progress to the Citizens' Oversight Commission at least every two (2) years;
- (4) Ensuring that independent financial audits of expenditures from the Funds for the implementation of the Early Education and Oakland Promise programs are conducted, and presenting the audits to the Citizens' Oversight Commission;
- (5) Monitoring the performance of the Implementation Partners through a formal performance appraisal, consistent with the metrics established in the five-year Guidelines and scope of services for the Implementation Partners, and reporting at least once every two (2) years regarding the Implementation Partners' performance to the Citizens' Oversight Commission;
- (6) Overseeing a rigorous and reliable external evaluation or evaluations of the Implementation Partners' performance, including the selection of external evaluation partners or the utilization of existing external evaluations as applicable, and presenting the results of such evaluations to the Citizens' Oversight Commission;
- (7) Carrying out such other duties as may be delegated by the City Administrator; and
- (8) Providing or coordinating training for members of the Citizens' Oversight Commission.

(Added by: Stats. November 2018)

(Res. No.89280, 6-21-2022)

Section 1603. Funding for Oversight, Accountability, and Evaluation.

- (a) The Fund. There is hereby established the Oakland Children's Initiative Oversight, Accountability, and Evaluation Fund.
- (b) Revenue. For each fiscal year, seven percent (7%) of the proceeds of the parcel tax imposed pursuant to Section 5 of this Act shall be deposited in the Children's Initiative Oversight, Accountability, and Evaluation Fund, and shall be appropriated, together with any interest that accrues thereon, for the purposes specified in subdivision (c) of this Section.
- (c) Eligible Uses. Moneys in the Children's Initiative Oversight, Accountability and Evaluation Fund shall be used to support the oversight and accountability costs of the Citizens' Oversight Commission, including but not limited to the costs of Commission and accountability staff, operations and meetings, financial management, audits, strategic and implementation planning, and communications and outreach. At least one-third (1/3) of the moneys deposited in the Oversight, Accountability and Evaluation Fund shall be appropriated for independent third-party evaluations.
- (d) Transfer to Program Funds. To the extent that at the end of each two-year (2) budget period, any unspent and unencumbered or undesignated funds remain in the Oversight, Accountability, and

Evaluation Fund, fifty percent (50%) of the funds remaining shall be transferred to the Early Education Fund and shall be available for appropriation to achieve the goals of the Early Education Fund, twenty-five percent (25%) shall be transferred to the Oakland Promise Fund and shall be available for appropriation to achieve the goals of the Oakland Promise Fund, and twenty-five percent (25%) shall remain in the Oversight, Accountability and Evaluation Fund as a reserve for the eligible uses set forth in subdivision (c) of this Section.

(Added by: Stats. November 2018)

The Oakland Early Education Program.

Section 1604. Early Education Fund.

- (a) The Account. There is hereby established the Oakland Early Education Fund.
- (b) Revenue. For each fiscal year, sixty-two percent (62%) of the proceeds of the parcel tax imposed pursuant to Section 5 of this Act shall be deposited in the Early Education Fund, and shall be appropriated, together with any interest that accrues thereon, for the purposes specified in subdivision (c) of this Section.
- (c) Eligible Uses. Moneys in the Early Education Fund shall be used 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, as further specified in the five-year Guidelines.
- (d) Non-Supplantation.
 - (1) Moneys in the Early Education Fund shall only be used to expand access to, or enhance the quality of, early care and education, 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.
 - (2) Moneys in the Early Education Fund shall not be used for K-12 school day services except for the purpose of expanding transitional kindergarten eligibility to additional four-year old children.

(Added by: Stats. November 2018)

Section 1605. Early Education Implementation Partner.

- (a) Selection. The Early Education Implementation Partner shall be selected pursuant to paragraph (1) of subdivision (b) of Section 1606, and pursuant to subdivision (b) of this Section or through a request for proposals. If the requirement in paragraph (1) of subdivision (b) of Section 1606 is deemed not to apply pursuant to subdivision (c) of Section 1606, then the accountability officer shall recommend, and the Citizens' Oversight Commission shall select an Early Education Implementation Partner pursuant to a

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request for proposals or pursuant to subdivision (b) of this Section. The Early Education Implementation Partner shall meet the following minimum criteria:

- (1) The Implementation Partner must have a mission consistent with the purposes of the Early Education Fund and the capability to implement all of the Guidelines of the Early Education Fund, through direct provision or through partnership agreements;
 - (2) The Implementation Partner must have expertise in early education or a record of successfully implementing programs or services for children age zero to five; and
 - (3) At the time of application and while acting as Early Education Implementation Partner, the Implementation Partner must not be a private preschool provider in the City of Oakland.
- (b) Alternative Selection Process.
- (1) The accountability officer may recommend First 5 Alameda County as the Early Education Implementation Partner to the Citizens' Oversight Commission, without issuing a request for proposals, provided that:
 - (A) The voters of Alameda County have approved a tax to fund child care and early education in June 2018 and that First 5 Alameda County is the entity selected to implement the child care and early education programs; and
 - (B) First 5 Alameda County is willing, and has the capacity, to serve as the Early Education Implementation Partner.
 - (2) The accountability officer may recommend administering the program through a City of Oakland department, which shall serve as the Early Education Implementation Partner, without issuing a request for proposals.
- (c) Term of the Early Education Implementation Partner.
- (1) The initial Early Education Implementation Partner shall act as the Early Education Implementation Partner for a period of five (5) years with an opportunity for renewal for additional terms of up to five (5) years, provided that it remains in good standing and continues to carry out the requirements specified in this Act and is not terminated prior to the expiration of its term pursuant to paragraph (2).
 - (2) The accountability officer may recommend, and the Citizens' Oversight Commission may approve, by a vote of two-thirds (2/3) of its members, the termination of the Early Education Implementation Partner before the expiration of the Early Education Implementation Partner's term, if the Early Education Implementation Partner breaches its agreement with the City, is unwilling or unable to carry out the purposes of this Act, or engages in gross negligence, fraud, or unlawful activity. In the event of termination, the accountability officer shall recommend an Early Education Implementation Partner in accordance with this Section to serve until the expiration of the then-current five-year Guidelines.
 - (3) At the expiration of the first five-year period, the accountability officer may recommend, based on the Early Education Implementation Partner's performance, that the Citizens' Oversight Commission renew the contract for an additional term of up to five (5) years, issue a request for proposals for an Early Education Implementation Partner, or if the requirement in paragraph (1) of subdivision (b) of Section 1606 is deemed not to apply, select an Early Education Implementation Partner in accordance with subdivision (a) or (b) of this Section for a period of up to five years. The terms of the Early Education Implementation Partner shall be aligned with the

five-year Guidelines and there shall be no limit on the number of years an Implementation Partner may serve.

- (d) Requirements for the Early Education Implementation Partner. The City Administrator shall have the authority to enter into a contract with the Implementation Partner that includes legally required terms and terms deemed to be in furtherance of the Purpose and Intent of this Act, such as but not limited to the following:
- (1) Performance metrics and benchmarks;
 - (2) Plans for consultation or engagement with experts, community members, and program beneficiaries;
 - (3) Annual independent financial audits;
 - (4) Data sharing agreements including disaggregation by race and income of program beneficiaries; and
 - (5) Accounting practices that securely segregate Fund revenues and expenditures in order to ensure appropriate accounting of receipts and expenditures.

(Added by: Stats. November 2018)

Section 1606. The First Five Years of the Early Education Fund.

- (a) Early Education Guidelines for the First Five Years. For the first five (5) years following the appointment of a quorum of the Citizens' Oversight Commission, in order to expedite implementation and ensure the people of Oakland begin to feel the benefit of the approval of the Act, the Guidelines for the Early Education Fund, which are based upon an assessment of the local context and needs and national evidence-based best practices in the field, shall be as follows and shall not be amended:
- (1) 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:
 - (A) 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.
 - (B) 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.
 - (C) 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.

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- (D) 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.
- (E) 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.
- (2) Provide for a rigorous external evaluation 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 the Act and provide information on how to mitigate disparities, such as those by wealth and income or for children in high-need.
- (3) Ensure that professional development and coaching are generally available for educators, and that participating center-based preschool programs generally are able to do the following within a reasonable timeframe:
 - (A) Achieve a baseline rating of at least three (3) or higher on the regional Quality Rating and Improvement System (QRIS), or a successor system;
 - (B) Utilize 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;
 - (C) Conduct formative assessments to shape instruction; and
 - (D) Participate 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.
- (4) Ensure that funding streams from federal, state and local sources, including Head Start, are coordinated to reduce the administrative burden of program beneficiaries in accessing services, and to ensure that existing high-quality early education programs are not made financially unviable.
- (5) Give priority consideration to expanding higher quality programs and/or facilities for children who are in the highest need, from the lowest-income backgrounds, live in areas of high unmet early education need, and/or who are traditionally underserved, as resources allow, which could include enhanced services, such as bilingual or dual-language instruction, supports to enhance cultural competency, or a higher rating on the QRIS or a successor system.
- (b) Additional Requirements for the Early Education Fund for the First Five Years.
 - (1) Administration by a Public Agency. The Alameda County Children and Families First Commission, known as First 5 Alameda County, or another public entity, will be selected by the Citizens' Oversight Commission to be the Early Education Implementation Partner and to administer the program.
 - (2) Expanding Existing Public Services. First funding priority shall 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. This could include converting part-day OUSD preschool to full-day OUSD preschool at OUSD sites, hiring additional OUSD staff, or expanding the hours of service to better meet the needs of working families, subject to capacity limitations determined by OUSD and City of Oakland Head Start in

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consultation with the Implementation Partner. After OUSD and Head Start sites have reached agreement with the Implementation Partner on ensuring funding to reach capacity as outlined above, the Early Education Fund may contract with private nonprofit agencies that show a commitment to and interest in serving low income children, and adhere to the privatization requirements set forth in paragraphs (3) and (4) of this subdivision.

(3) Private Contractor Requirements.

- (A) Maintenance of Wage Standards: All contracted nonprofit agencies receiving 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.
- (B) All contracted agencies must present as a part of the contracting process: (i) a list of current employees with employee names and job classifications, on a biannual basis. The contractor will also provide length of continuous employment of those employees provided that employer tracks length of employment; (ii) the annual rate of current staff turnover for early educators and teaching assistants; (iii) the number of hours of training planned for each employee in subject matters directly related to providing services to state residents and clients; (iv) a self-certification which requires the contractor report whether the contractor has or has not violated any applicable federal, state or local rules, regulations or laws, including laws governing employee safety and health, labor relations and other employment requirements, and any citations, court findings or administrative findings for violations of such federal, state or local rules, regulations or laws. In the case where a contractor has violated aforementioned laws or regulations, contractor must disclose the date, enforcement agency, the rule, law or regulation involved and any additional information the contractor may wish to submit; and (v) any collective bargaining agreements or personnel policies covering the employees who provide services.
- (C) (i) Union Neutrality: Moneys from the Early Education Fund shall not be used to support or oppose unionization, including but not limited to, preparation and distribution of materials which advocate for or against unionization; hiring or consulting legal counsel or other consultants to advise the contractor about how to assist, promote or deter union organizing or how to impede a union which represents the contractor's employees from fulfilling its representational responsibilities; holding meetings to influence employees about unionization; planning or conducting activities by supervisors to assist, promote, or deter union activities; or defending against unfair labor practice charges brought by federal or state enforcement agencies.
 - (ii) Contractors are prohibited from retaliating against early educators for participating in or contributing to a professional organization. Violation of this provision shall constitute an immediate breach of contract.

(4) Worker Organization and Payroll Deduction.

- (A) The Early Education Implementation Partner will regularly convene organizations representing parents and/or early educators, as appropriate, to receive input on program development and implementation. They will collaborate with parent and early educator organizations and providers and other stakeholders to disseminate information in public meetings or other means, such as pamphlets, to families, child care providers and early

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educators and others about initiative-funded programs and to support robust involvement in Guideline components.

- (B) Funding agreements with participating child care and early education programs paid for with Early Education Fund dollars will require these programs to honor their early educator employees' written, voluntary requests to contribute part of their pay via payroll deduction to a professional organization of their choosing. Funding agreements will require the participating child care and early education program operators to notify early educators about the programs' contractual obligation to honor their written request to contribute.
 - (C) Early educators will be informed about their rights under this program during an orientation. The Early Education Implementation Partner or a contracted third party will convene regular in-person orientation sessions for family child care center providers and their assistants, family, friend and neighbor providers, and center early educator employees who work in programs receiving funding from the initiative. These staff at participating programs will be required to attend an informational orientation session within a certain period of time after programs are contracted to participate in initiative funded components. For agencies who are unable to document full participation of staff, information may be shared in alternative formats on a case-by-case-basis. Effort will be made to ensure that this information will include program overview, quality and other guidelines, and information on other city-related resources and programs will not deter participation in these initiative-funded activities. These information sessions shall also include presentations by qualified professional early childhood education organizations and other stakeholders with goals, missions, or resources related to the initiative's goals, including training and professional development at which qualified professional organizations will be invited to participate. Attendance sheets for orientation sessions and qualifying staff rosters will be made available twice per year upon request in order to allow professional organizations to monitor participation.
 - (D) Professional organizations will be required to meet minimum criteria, including nonprofit status, connecting early educators to professional development and training opportunities, and improving the ability of early educators to advocate for improvement to the child care system.
- (c) Applicability of Requirements After Five Years.
- (1) The requirements set forth in subdivision (b) of this Section shall remain in effect for a minimum of five (5) years, and shall remain in effect thereafter unless the Citizens' Oversight Commission recommends, and the City Council approves, deeming that any of the requirements set forth in subdivision (b) shall not apply.
 - (2) Prior to the Citizens' Oversight Commission's consideration of funding guidelines for each five-year period, the Early Education Implementation Partner shall convene a meeting of stakeholders, including organizations representing parents and early educators, to assess whether the requirements set forth in subdivision (b) are serving the purposes of the Act and to consider whether the requirements should be deemed not to apply for the purposes of the next five-year funding period. The Early Education Implementation Partner shall present any recommendations that the requirements should be deemed not to apply that it considers necessary to further the purposes of the Act to the Citizens' Oversight Commission for its consideration, and if the Citizens' Oversight Commission recommends adoption of any recommendations, the recommendations shall be presented to the City Council for approval so that the changes are in place for the next five-year period. In addition, upon a finding of a fiscal

emergency by the Citizens' Oversight Commission, the Early Education Implementation Partner shall follow the process outlined above and present any recommendations that the requirements should be deemed not to apply that it considers necessary to address the fiscal crisis to the Citizens' Oversight Commission for its consideration, and if the Citizens' Oversight Commission recommends adoption of any recommendations, they shall be presented to the City Council for approval.

- (3) Notwithstanding paragraph (1) of this subdivision, the requirement in subparagraph (A) of paragraph (3) of subdivision (b) of this Section that all contracted nonprofit agencies receiving Fund dollars pay all employees at least fifteen dollars (\$15) per hour may not be amended. In addition, 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 in subparagraph (A) of paragraph (3) of subdivision (b) of this Section 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.
- (4) When considering whether the requirement set forth in paragraph (2) of subdivision (b) of this Section should be deemed not to apply, the Citizens' Oversight Commission and the City Council shall consider the ability and the capacity of public agencies to serve the early care and education needs of children age three and below in determining whether the funding priority is consistent with achieving the purposes and intent of the Act.

(Added by: Stats. November 2018)

The Oakland Promise Program.

Section 1607. The Oakland Promise Fund.

- (a) The Account. There is hereby established the Oakland Promise Fund.
- (b) Revenue. For each fiscal year, thirty-one percent (31%) of the proceeds of the parcel tax imposed pursuant to Section 5 of this Act shall be deposited in the Oakland Promise Fund, and shall be appropriated, together with any interest that accrues thereon, for the purposes specified in subdivision (c) of this Section.
- (c) Eligible Uses. Moneys in the Oakland Promise Fund shall be used exclusively to achieve the following public purposes for Oakland residents and children who attend Oakland Public Schools, as further specified by the five-year Guidelines, and including the collection and maintenance of data to enable evaluation over time:
 - (1) Increase early college awareness and expectations in children and their families, such as by instilling a college-bound identity in students and college-going culture in schools;
 - (2) Increase college savings and/or family economic well-being starting early in a child's life;
 - (3) Increase college- and/or career-access, such as by increasing awareness, preparedness, planning, and/or eligibility;
 - (4) Increase college enrollment rates, and application and/or admission rates;

- (5) Increase college affordability, such as by expanding access to public and private student financial aid, and direct scholarships to students for tuition, room and board, and/or other college expenses;
- (6) Increase college persistence and graduation rates, such as by expanding access to mentoring; and
- (7) Reduce disparities in post-secondary education outcomes for students traditionally underrepresented in post-secondary education.

(Added by: Stats. November 2018)

Section 1608. Oakland Promise Implementation Partner.

- (a) Selection. The accountability officer shall recommend and the Citizens' Oversight Commission shall approve the Oakland Promise Implementation Partner pursuant to a request for proposals. The Implementation Partner must meet the following minimum criteria:
 - (1) The Implementation Partner must be an Oakland-based non-profit organization in good standing or a government agency, or an entity, project, or program within such a body;
 - (2) The Implementation Partner must be a non-profit organization, government agency, or an entity, project or program within such a body, with a mission consistent with the purposes of the Oakland Promise Fund and the capability to implement all of the Guidelines, including the initial Guidelines set forth in Section 1609, and the eligible uses of the Oakland Promise Fund, as set forth in paragraphs (1) through (7) of subdivision (c) of Section 1607, through direct provision or through partnership agreements;
 - (3) The Implementation Partner must have the capability to successfully implement, either directly or through subcontracts, evidence-based programs or services for children from birth through college graduation and experience serving populations reflective of the diversity of Oakland, in service of all Oakland Promise Fund eligible uses as set forth in paragraphs (1) through (7) of subdivision (c) of Section 1607;
 - (4) The Implementation Partner must have the ability to leverage other funding sources, such as private philanthropy, grants, and/or an endowment or quasi-endowment, to achieve the purposes of the Oakland Promise Fund; and
 - (5) The Implementation Partner must have the ability to enable the external evaluation of programs, demonstrated through means such as having an existing data-evaluation system or an existing relationship with a credible external evaluator.
- (b) Term of the Oakland Promise Implementation Partner.
 - (1) The initial Oakland Promise Implementation Partner shall act as the Oakland Promise Implementation Partner for a period of five (5) years with opportunity for renewal for additional terms of up to five (5) years, provided that it remains in good standing and continues to carry out the requirements specified in this Act and is not terminated prior to the expiration of its term pursuant to paragraph (2) of this subdivision.
 - (2) The accountability officer may recommend, and Citizens' Oversight Commission may approve, by a vote of two-thirds (2/3) of its members, the termination of the Oakland Promise Implementation Partner before the expiration of the Oakland Promise Implementation Partner's term, if the Oakland Promise Implementation Partner breaches its agreement with the City, is unwilling or unable to carry out the purposes of this Act, or engages in gross negligence, fraud, or unlawful activity. In the event of termination, the accountability officer shall recommend a new

Oakland Promise Implementation Partner in accordance with subdivision (a) of this Section to serve until the expiration of the then-current five-year Guidelines.

- (3) At the expiration of the first five-year period, the accountability officer may recommend, based on the Oakland Promise Implementation Partner's performance, that the Citizens' Oversight Commission renew the contract for additional terms of up to five (5) years, without issuing a request for proposals. In the event an existing contract is not extended, the Oakland Promise Implementation Partner shall be selected in accordance with subdivision (a) of this Section for a period of up to five years. The terms of the Oakland Promise Implementation Partner shall be aligned with the five-year Guidelines and there shall be no limit on the number of years an implementation partner may serve. In any event, the Oakland Promise Implementation Partner must be selected pursuant to a request for proposals at least once every ten (10) years, and the Oakland Promise Implementation Partner selected pursuant to the decennial request for proposals shall act as the Oakland Promise Implementation Partner for a period of five years, unless terminated pursuant to paragraph (2) of this subdivision.
- (c) Requirements for the Oakland Promise Implementation Partner. The City Administrator shall have the authority to enter into a contract with the Implementation Partner that includes legally required terms and terms deemed to be in furtherance of the purposes of this Act, such as but not limited to the following:
 - (1) Performance metrics and benchmarks;
 - (2) Plans for consultation or engagement with experts, community members, and program beneficiaries;
 - (3) Annual independent financial audits;
 - (4) Data sharing agreements including disaggregation by race and income of program beneficiaries;
 - (5) Accounting practices that securely segregate Fund revenues and expenditures in order to ensure appropriate accounting of receipts and expenditures; and
 - (6) Ensuring that students who receive a financial benefit through a program funded by the initiative are not deprived of that financial benefit for as long as they are eligible to participate in the program, even if the program is discontinued.

(Added by: Stats. November 2018)

Section 1609. Oakland Promise Guidelines for the First Five Years. For the first five (5) years following the appointment of a quorum of the Oversight Commission, in order to expedite implementation and ensure the people of Oakland begin to feel the benefit of the approval of the Act, the Guidelines for programs supported by the Oakland Promise Fund, which are based upon an assessment of the local context and needs and national evidence-based best practices in the field, shall be, consistent with the public purposes expressed in the Act, as follows and shall not be amended:

- (a) Reduce socioeconomic and/or demographic disparities, such as those related to wealth and income, for children from an early age, in College readiness, access, affordability, applications, enrollment, retention and completion, particularly for students in high-need or who are traditionally underrepresented in post-secondary education.
- (b) Increase early College savings and asset building for families with children ranging in age from zero to grade five, such as through the creation and seeding of college savings accounts and the provision of financial coaching and supports to families.

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- (c) Increase the expectations and resources to attend College among children and families of all socioeconomic backgrounds in Oakland public schools, with a priority for students from low-income backgrounds and/or traditionally underrepresented in College, through strategies, such as increasing school-based programming that builds the college-bound identity of students and a college-going culture in elementary, middle, and high schools.
- (d) Increase College awareness, application, and eligibility, as measured by increases in completing courses required for College enrollment, such as those required by the University of California, and in College acceptance rates of Oakland Public School students, through means such as providing College access services that are integrated into schools.
- (e) Increase College affordability, including by expanding access to public and private student financial aid, such as by increasing FAFSA or Dream Act Application completion rates, increasing the direct provision of College scholarships including multi-year last dollar scholarships, and partnering with educational institutions in order to provide institution-specific scholarships and to reduce tuition, room and board, and/or other college expenses.
- (f) Increase College admission, matriculation, and enrollment rates, such as increasing the percent of students who enroll in College in the fall directly following high school graduation through a focus on the above strategies.
- (g) Increase full-time College persistence rates for students enrolled in College, especially persistence between their first and second year of enrollment, through means such as mentoring, peer advising, and on-campus supports.
- (h) Increase the number of Oakland students graduating from College within six (6) years of high school graduation.

(Added by: Stats. November 2018)

| Board Office Use: Legislative File Info. | |
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| 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, CEO
First 5 Alameda County

Sondra Aguilera, Chief Academic Officer
Oakland Unified School District

8/7/2023
Date

7/31/2023
Date

Approved as to Form: Mike Hutchinson, President
Board of Education 9/14/2023

Jenine A. Lindsey
Jenine Lindsey
Interim General Counsel

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.

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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.

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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.

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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.

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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. |

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|--|---|
| 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 | |

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ATTACHMENT 2.1

SERVICE ACCOUNTABILITY PLAN

Contractor: Oakland Unified School District

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

Program: Children’s Health Initiative

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|---|---|---|
| <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> |

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|---|---|---|
| 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> |

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| <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> |

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| <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> |

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