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Board Cover Memorandum

To Board of Education

From Denise G. Saddler, Interim Superintendent
Sondra Aguilera, Chief Academic Officer
Jessica Cannon, Executive Director, Early Learning

Meeting Date February 25, 2026

Subject Contract for Services and Standard Student Data Privacy Agreement - First Five Alameda County EDI (Early Development Instrument) - Early Childhood Education

Ask of the Board Approval by the Board of Education of a Contract for Services (CS) and a Standard Student Data Privacy Agreement (SSDPA), each, by and between District and First Five of Alameda County, Alameda, CA, for the latter, under the CS, to provide funding to support substitute teachers, refreshments and staff extended hours in order to implement EDI (Early Development Instrument). Implementation includes every kindergarten teacher in the district, including Special Education Mild/Moderate and Moderate/Extensive classroom teachers who have kindergarten students, to participate in training and complete an individual assessment for each student in their classroom for one day off-site, in an amount not to exceed \$174,975.00, and under the SSDPA, by and between said Parties, defining the terms and conditions of the District's transmission of or sharing of pupil data with First Five of Alameda County, and the protection by First Five of Alameda County, of such data, each for the term of October 15, 2025 through October 30, 2026, respectively.

Background First 5 Alameda County (First 5) and the UCLA Center for Healthier Children, Families, and Communities (UCLA) are partnering with our District to survey the health, wellbeing and school readiness of all kindergarten children in Alameda County using the Early Development Instrument (EDI). The EDI provides a valid measure of children's wellbeing at the community level and measures five areas, or domains, of early childhood development: physical health and well-being; social competence; emotional maturity; language and cognitive skills; and communication skills and general knowledge.

The EDI is a population survey tool to inform policies, resource allocation, and community level strategies to improve conditions for young children. Though it is not designed to inform instruction for an individual child, district leaders find it very useful because it helps them better understand and address the needs and assets of the current cohort of kindergarten students and to forge new partnerships in the community that will help prepare children for school. (See fact sheet in

Attachment). OUSD participated in the EDI pilot during the 2022-2023 school year, which resulted in the addition of preschool classrooms in areas of need and increased investment from the Early Learning Department in social/emotional support for students.

Discussion

To complete the EDI, each kindergarten teacher in the district will require one day offsite, and a substitute is required for 260 kindergarten teachers. First Five Alameda County offers the funding for these substitutes to support a quality implementation of the EDI that does not financially burden district funds. Principals are able to select the day that each kindergarten teacher attends out of 4 options, in order to decrease schedule interruptions as much as possible. The offsite location is the Santa Fe Campus and the dates are February 5th, 10th, 12th, and 17th. These dates were carefully selected to occur in the timeframe to complete the EDI and to happen prior to state testing for each site's 3-5 grade students.

UCLA will provide data sets for each school and an information session will be provided to principals and central office members in the spring. The Early Learning Department utilizes this data in order to identify needs and opportunities for enhancing high-quality early learning programs to ensure kindergarten readiness for future students.

Fiscal Impact

This is a positive fiscal impact for the District because Alameda County First Five is providing \$174,975.00 to secure and pay for substitute teachers.

Attachment(s)

- Contract for Services
- Standard Student Data Privacy Agreement
- OUSD EDI Monthly Updates
- Alameda County First Five EDI Fact Sheet
- Measure C Presentation by OSSS and OUSD on 2023 EDI Implications



CONTRACT FOR SERVICES

CONTRACT NUMBER: AS-EVA-2527-473
CONTRACT TERM: OCTOBER 15, 2025- OCTOBER 30, 2026
CONTRACT AMOUNT: \$174,975.00
CONTRACTOR: OAKLAND UNIFIED SCHOOL DISTRICT
CONTACT PERSON: SARA FARMER
CONTACT TITLE: DIRECTOR OF KINDERGARTEN READINESS
TELEPHONE: 510-457-1639
EMAIL: SARA.FARMER@OUSD.ORG
CONTRACTOR ADDRESS: 1011 UNION STREET, OAKLAND, CA 94607

THIS CONTRACT, is hereby made and entered into on this 15th day of October, 2025 by and between First 5 Alameda County ("First 5"), an independent public agency of the State of California, and Oakland Unified School District ("Contractor").

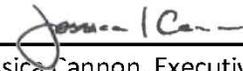
IT IS HEREBY MUTUALLY AGREED that both parties will adhere to the provisions of this Agreement including Exhibit A (Program Description and Requirements), Exhibit B (Terms and Conditions of Payment and Accountability Requirements), and Exhibit C (Insurance Requirements).

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

DocuSigned by:

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 Kristin Spanos, CEO
 First 5 Alameda County



 Jessica Cannon, Executive Director of
 Early Learning
 Oakland Unified School District

1/22/2026

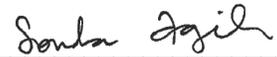
 Date

1/21/2026

 Date

Approved as to Form by OUSD Legal


 Shalini Anadkat 1/21/2026



 Sondra Aguilera, Chief Academic Officer
 Oakland Unified School District

1/21/2026

 Date

Agreement

Recitals:

WHEREAS, on March 3, 2020, Alameda County voters approved the Children’s Health and Child Care Initiative for Alameda County (“Measure C”); and

WHEREAS, Measure C imposes a half percent sales tax in Alameda County for twenty years and requires the revenues from the tax to be used to expand access to high quality early education and health care for children in Alameda County, particularly for low- and middle-income children and families; and

WHEREAS, Measure C allocates 80 percent of the sales tax revenues to the Child Care, Preschool, and Early Education Program, which is intended to increase access to high quality child care, preschool, and early education services to benefit low- and middle-income children and families in Alameda County, to improve wages and compensation for family child care providers and early educators who provide those services, and to support the efficient administration of the program; and

WHEREAS, Measure C designates First 5 Alameda County as the administrative agency to oversee and administer the Child Care, Preschool, and Early Education Program; 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 Measure C; 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 15th day of October, 2025 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. Contractor also understands that payment under this Agreement is contingent upon the allocation of funding to First 5.

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 \$174,975.00 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 here to 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

Contractor shall maintain in force, at all times during the term of this Agreement, the insurance specified in Exhibit C attached hereto and made a part of this Agreement by this reference, and shall comply with all other requirements set forth in that Exhibit. 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. 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.

VI. 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 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 its provision of services pursuant to the subcontract, or for a longer period as required by the applicable funding source.

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.

VII. 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. These audits include those performed pursuant to applicable Uniform Guidance or audits otherwise authorized by Federal or State law.

VIII. 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.

Contractor agrees to indemnify, to defend at its sole expense, to save and hold harmless 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 from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of Contractor or Contractor's employees, agents, subcontractors or volunteers in performance of services or in the course of performing services rendered pursuant to this Agreement.

IX. 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.

X. 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.

XI. 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.

XII. CONFIDENTIALITY

Pursuant to Health and Safety Code 130140.1(e), any individually identifiable information collected by First 5 must be protected from disclosure to unauthorized entities unless written consent was obtained from the parent or legal guardian. Contractor agrees to maintain the confidentiality of any patient information which may be obtained as a result of work performed pursuant to this Agreement unless otherwise required by law. Patients are defined as children and families who receive services by First 5 or children and families who receive services from the Contractor as outlined in Exhibit A to this Agreement. First 5 shall respect, to the extent permitted by law, the confidentiality of information furnished by Contractor to First 5 as specified in Exhibit A.

All information that is maintained by First 5 and Contractor may be subject to inspection by any person pursuant to a request under the California Public Records Act. The 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.

Confidential information is defined as all information disclosed to Contractor which relates to First 5's past, present and future activities, as well as activities under this Agreement. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, Contractor will, at First 5's sole discretion, return to First 5 or destroy all written or descriptive matter which contain any such confidential information.

XIII. 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.

XIV. 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 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.

XV. 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

XVI. 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.

XVII. 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. Contractor further agrees that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam Era Veteran's status, political affiliation, or any other non-merit factors protected by applicable law, be excluded from participation in, be denied associated benefits, or be otherwise subjected to discrimination under activities covered in this Agreement.

XVIII. 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.

Contractor/Grantee shall not engage in any activities under this Agreement that would constitute "lobbying" or a "contribution" or expenditure" as those terms are defined under the Political Reform Act (Gov. Code §§ 81000 et. seq.) or local law.

XIX. 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.

XX. 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.

XXI. OWNERSHIP OF WORK PRODUCT/INTELLECTUAL PROPERTY

Any work product developed by Contractor or its Subcontractors in performance of this Agreement shall be considered the work product of First 5 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"). Any public disclosure of collected Contract metrics, data, expenditures, or results pursuant to this Section must be approved by First 5, unless such information has already been made public by First 5. 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. 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.

XXII. 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.

XXIII. 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. ("Prevailing Wage Laws"), which when applicable, require compliance with 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 require sub-grantees to comply with the requirements as set forth in the Prevailing Wage Laws, to the extent applicable, as to be determined by Contractor or sub-grantee.

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

First 5 shall not 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.

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EXHIBIT A

PROGRAM DESCRIPTION AND REQUIREMENTS

1. Background and Program Description

The Children’s Health and Child Care Initiative for Alameda County (“Measure C”) imposes a half percent sales tax in Alameda County for twenty years. Measure C requires that the revenues from this tax be used to expand access to high quality early education and health care for children in Alameda County, particularly for low- and middle-income children and families.

Measure C allocates 80 percent of the sales tax revenues to the Child Care, Preschool, and Early Education Account (“CCPEE Account”) to fund the Child Care, Preschool, and Early Education Program (CCPEE Program), which is intended to increase access to high quality child care, preschool, and early education services to benefit low- and middle-income children and families in Alameda County, to improve wages and compensation for family child care providers and early educators who provide those services, and to support the efficient administration of the program. The CCPEE Account may also be used to fund reasonable administrative expenditures.

Measure C designates First 5 Alameda County as the Administering Agency for the CCPEE Program. As the Administering Agency of the CCPEE Program, First 5 Alameda County shall develop, administer, and implement all of the programs and services paid for by the CCPEE Account.

First 5 has approved a CCPEE Program Plan and Budget to increase, improve, and maintain access to quality early care and education for families and children and improving workforce compensation in Alameda County. A key component of the CCPEE Program Plan and Budget is the Kindergarten Readiness Community Study. The services of the Contractor have been retained to support in the planning for the adoption of and the implementation of the Early Development Instrument (EDI) for academic years 2025-27, including identifying a district EDI Coordinator.

2. Prohibition on Supplantation

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. 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.

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.

First 5 will send the Contractor Leadership Demographic Survey(s) via HIGH5 to Sara Farmer at sara.farmer@ousd.org.

5. Fiscal Requirements

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

Contractor may be required to submit general ledger expense reports, salaries and benefits documentation, and/or other documentation supporting expenses to be reimbursed during the funded term, as further specified in Section VI 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.

6. Database Reporting Requirements

Contractor will report in HIGH5.

7. 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.

8. Federal Office of Management & Budget (OMB) Uniform Guidance Requirements

Contractor is required to comply with all current 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.

9. 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.

10. 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.

11. 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.

12. 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

13. Communication as Representatives of First 5 Alameda County

Prior to communicating with public audiences, such as but not limited to community members, child care providers, partner organizations, parents, and press/media, when acting as representatives of First 5 and Measure C-funded programs and services under this Agreement, Contractor representatives will need to be onboarded into First 5 style, messaging, and content to ensure they can confidently speak about First 5's work, and Measure C more broadly, in alignment with First 5's communication goals and plan.

Contractor representatives may communicate about their partnership and Measure C-funded work with First 5 as part of communications that are not within the purview of this Agreement with mention of, and attribution to, First 5 and Measure C under their own branding while not communicating on behalf of First 5. (This applies to communication that is not part of the scope of work, and to audiences which are already known to or subscribers/followers of the Contractor not to audiences acquired through efforts that are funded by this Agreement.)

If Contractor engages external stakeholders for coalition-building while acting as a representative of First 5, ownership of the resulting contact list and ongoing management of the newly formed coalition will reside with First 5 after the Contractor's work has been completed.

14. Media and Press Engagement

Contractor shall not engage with members of the press or media, or respond to inquiries from members of the press or media, regarding any topic that is relevant to work that is funded by this Agreement, or the topic of Measure C in general, without prior discussion with and authorization from First 5. This includes, but is not limited to, proactive media outreach in the form of press release, media advisory, reporter outreach, and podcast or panel appearances.

First 5 staff will be available whenever possible at the request of Contractor to assist Contractor in generating media/publicity for the work funded pursuant to this Agreement. Contractor further agrees to cooperate with authorized First 5 officials and staff in any First 5 generated publicity or promotional

activities undertaken with respect to work performed pursuant to this Agreement. First 5 will make its best efforts to reply and provide review/authorization promptly should the need arise.

15. 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* any announcement strategies are discussed with and approved by 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, including Measure C logos, 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 and Measure C 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, handouts, and outdoor ads. All printed materials and promotional products will include First 5 approved language and logos to indicate Measure C funding and First 5 program ownership.
- D. Any materials or 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 First 5 Alameda County and Measure C funding in making the project possible. The Measure C | First 5 Alameda County logos will be used on all collateral materials, including but not limited to flyers, press releases, social media graphics, posters, and brochures.

16. Union Neutrality

Contractor shall not use funds provided under this Agreement to support or oppose unionization, including, but not limited to:

- A. Preparation and distribution of materials which advocate for or against unionization;
- B. Hiring or consulting legal counsel or other consultant 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;
- C. Holding meetings to influence employees about unionization; planning or conducting activities by supervisors to assist, promote, or deter union activities; or
- D. Defending against unfair labor practice charges filed with federal or state enforcement agencies.

Contractor shall not retaliate against early educators for participating in or contributing to a professional or labor organization.

Violation of this provision shall constitute a breach of contract.

17. Evaluation Requirements

The Contractor agrees to participate in third-party evaluation(s) as required by First 5. This evaluation may assess the effectiveness, impact, and compliance of the services provided under this agreement and the larger Measure C investments. Participation includes, but is not limited to:

- A. Providing access to relevant program data, records, and documentation, including disaggregated data that may contain personally identifiable information (PII), in compliance with applicable privacy laws and regulations. Contractor acknowledges that a specific data-sharing agreement may be required to facilitate this process.
- B. Cooperating with evaluators in scheduling and attending interviews, site visits, and surveys as needed.
- C. Facilitating communication with program participants, stakeholders, and staff for evaluation purposes, when appropriate.
- D. Implementing reasonable recommendations that result from the evaluation, as mutually agreed upon.

First 5 will ensure that the evaluation process is conducted with minimal disruption to operations and in accordance with all confidentiality and ethical standards.

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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:** October 15, 2025 - October 30, 2026
- 3. Terms and Conditions of Payment**

Contractor will adhere to the following payment and reporting schedule:

	Requirement Due	Due Date	Amount
1.	Demographic Leadership Survey	Upon Execution	N/A
2.	<ul style="list-style-type: none"> • 1st Invoice due per Tier # 3 based on the number of kindergarten students in its district. <i>*Oakland Unified School District supports 3,122 kindergarten students, per the most recently available data from California Department of Education, "Enrollment Report for SY 24-25" (accessed on DataQuest on August 11, 2025).</i> 	Upon Execution	\$45,000.00
3.	<ul style="list-style-type: none"> • 2nd (Final) Invoice • Copy of Contractor's EDI SUB-License Agreement with UCLA 	December 2025	\$129,975.00
4.	<ul style="list-style-type: none"> • Final Narrative Report 	November 15, 2026	N/A

Contractor will submit invoices based on actual expenses. Invoices should be accompanied by an expense report. Additional supporting documentation for expenses may be requested per First 5's policies and other applicable 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. First 5 reserves the right to withhold Contractor payment until required reporting documentation is received. Total payments during the contract term will not exceed \$174,975.00.

4. Invoicing Procedures

Submit Invoices to Daisy Perez, First 5 Alameda County, 1115 Atlantic Avenue, Alameda, CA 94501, via HIGH5, mail or email to daisy.perez@first5alameda.org.

Invoices submitted via mail or email require an original, scanned, or electronic signature on contractor's agency letterhead. 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 C

INSURANCE REQUIREMENTS

As a condition of this contract, Contractor must provide proof of insurance or evidence of self-insurance if appropriate for the following:

- Commercial General Liability** (attach insurance cover sheet)
Minimum Limit \$1,000,000, Additional Insured Endorsement (see below)
- Professional Liability** (attach insurance cover sheet)
Medical \$1,000,000/3,000,000, Other \$1,000,000
- Automobile insurance** (attach insurance cover sheet)
Levels of liability minimum: \$50,000 and \$100,000
- Workers' Compensation (WC)** (attach insurance cover sheet)
Required for all contractors with employees
WC: Statutory Limits

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.

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 as Additional Insureds with respect to services being provided.

Additional insured endorsement shall be equivalent to ISO form CG 20 09 10 93.

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

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**ATTACHMENT 1
BUDGET**

Budget Line Item	Total Approved Budget
Planning Funds	
Support for preparation of the adoption of the EDI. Expenses include but are not limited to: <ul style="list-style-type: none"> • EDI Coordinator time • Support staff time (non-EDI Coordinator) • Materials for planning (e.g., paper and printing) • Food for district-level planning meetings 	\$45,000.00
Total Planning Funds	\$45,000.00
Implementation Funds <i>(Funds to be issued upon signing of the EDI SUB-License Agreement with UCLA)</i>	
Support for general expenses including but limited to: <ul style="list-style-type: none"> • Incentives for teachers (e.g., professional development funds, bonuses for EDI participation if districts feel this is necessary to reach buy-in) • Materials for Kindergarten classrooms • Support staff time (in addition to EDI Coordinator) • Support for day of data collection expenses including food for teachers and support staff 	\$75,000.00
Support for substitute teachers including: <ul style="list-style-type: none"> • Substitute teacher expenses • Stipends for teachers in lieu of securing substitute time (if completing the outside of regular workday) 	\$54,975.00
Total Implementation Funds	\$129,975.00
TOTAL CONTRACT BUDGET	\$174,975.00

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ATTACHMENT 2.1

SERVICE ACCOUNTABILITY PLAN

Contractor: Oakland Unified School District

Contract Term: October 15, 2025 – October 30, 2026

First 5 Strategy: Kindergarten Readiness Community Study

Program: Early Development Instrument (EDI) District Planning and Implementation

Funded Activity 1	By When
Support the planning for adoption of the EDI instrument. Activities include:	October 15, 2025 – October 30, 2026
1. Contractor will identify a point of contact to serve as the EDI Coordinator between the district and First 5.	1. October 15, 2025
2. Sign the UCLA “EDI SUB-License Agreement”	2. December 2025
3. The EDI Coordinator will ensure First 5 and/or First 5’s research partner, UCLA Center for Healthier Children, Families & Communities, obtain all the necessary information for the planning process for the EDI and Caregiver Survey and support communication and coordination in the district. The EDI Coordinator shall:	3a. October 2025 - October 2026
a. Attend meetings of district EDI coordinators for coordination and alignment hosted by First 5	3b. December 2025
b. If the district deems it necessary to enter into a data sharing agreement, the EDI Coordinator will serve as the point of contact for obtaining signatures.	3c. October 2025 - February 2026
c. Coordinate and support planning activities for roster transfer between district IT lead and UCLA at two points in time: 1) Testing in the fall, and 2) 3-4 weeks prior to data collection. A list of data fields is included in Attachment 3.	3d. October 2025- November 2025
d. If needed, coordinate and communicate with relevant unions and the local school board for approval of the EDI implementation.	3e. October 2025 - March 2026
e. Communicate and coordinate with teachers (e.g., communicate the purpose and goals of the EDI; coordinate teacher training for the EDI. First 5 and/or UCLA will provide templates, materials and support.	

<p>f. Communicate with parents (e.g., opt out letters, parent survey invitations) First 5 and/or UCLA will provide templates, materials and support.</p> <p>g. Support the use of data in the district (e.g., hosting a data walk, incorporating data into standing meetings, sharing data with stakeholders).</p>	<p>3f. October 2025 - March 2026</p> <p>3g. October 2025 - October 2026</p>
<p>Funded Activity 2</p> <p>The EDI Coordinator will work in partnership with First 5 and UCLA to ensure successful implementation of the EDI. Contractor is to have at least 90% of all Kindergarten teachers complete the EDI for kindergarten students in their classroom during the data collection period (Jan – March 2026). Activities include:</p> <ol style="list-style-type: none"> 1. Support the logistics of substitute release time so teachers can have protected time to complete the EDI. 2. Monitor teacher survey completion rates and follow-up as needed. 3. Monitor parent survey response rates. 4. Complete an end of term (final) Narrative Report to document how the EDI data and funds were used in the school district. 5. Complete reasonable additional duties as determined by First 5 and contractor for successful implementation of the EDI. 	<p>By When</p> <ol style="list-style-type: none"> 1. December 2025 2. January – March 2026 3. October 2025 – March 2026 4. November 15, 2026 5. Ongoing thru October 30, 2026

<p>Supporting Documents</p> <ul style="list-style-type: none"> • Sample Data Sharing Agreement (if applicable) • EDI Data Fields
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ATTACHMENT 3: List of Data Fields Requested in the Roster

- District name
- School name
- School type
- School type specify (only fill this out if school type=other)
- Teacher's last name
- Teacher's first name
- Teacher's email
- Class time
- Class ID (this must be unique to the class)
- Student ID
- Student first name
- Student last name
- Student's street address
- Student's city of residence
- Student's zip code
- Student's date of birth
- Student's extended zip code
- Number of absences
- Number of sick days
- Sex of the child
- Student's ethnicity
- Student's first language
- Student's IEP status
- Student's ELL status
- Reduced price meals
- Parent Email Address

STANDARD STUDENT DATA PRIVACY AGREEMENT

**CA-NDPA Standard
Version 1.1 (11.17.22)**

Oakland Unified School District

District Name

And

The Regents of the University of California, solely on behalf of and limited to its Los Angeles Campus

And

First 5 Alameda County

DATE

This Student Data Privacy Agreement (“**DPA**”) is entered into on the date of full execution (the “**Effective Date**”) and is entered into by and among:

Oakland Unified School District, located at 1011 Union Street, Oakland, CA 94607
(the “**Local Educational Agency**” or “**LEA**”)

And

The Regents of the University of California, solely on behalf of and limited to its Los Angeles Campus, located at 10889 Wilshire Blvd, Suite 920, Los Angeles, CA 90095-7191 (“**UCLA**”)

And

First 5 Alameda County, located at 1115 Atlantic Avenue, Alameda, CA 94501 (“**First 5**”). As used in this DPA, LEA, UCLA and First 5 are each a “**Party**” and collectively, the “**Parties**,” and UCLA and First 5 are also each a “**Provider**” and collectively, the “**Providers**.”

WHEREAS, each Provider is providing educational or digital services to LEA.

WHEREAS, the Providers and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

WHEREAS, each Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and each Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.

2. **Special Provisions. Check if Required**

If checked, the Supplemental State Terms and attached hereto as **Exhibit “G”** are hereby incorporated by reference into this DPA in their entirety.

If Checked, each Provider, has signed **Exhibit “E”** to the Standard Clauses, otherwise known as General Offer of Privacy Terms

3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to a Service Agreement and a Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.
5. The services to be provided by each Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the **"Services"**).
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Sondra Aguilera Title: Chief Academic Officer

Address: 1011 Union Street, Oakland, CA 94607

Phone: (510) 879-5368 Email: Sondra.Aguilera@ousd.org

The designated representative for UCLA for this DPA is:

Name: Elina Kreditor Title: Associate Director, ISR

Address: 10889 Wilshire Blvd, Suite 920, Los Angeles, CA 90095-7191

Phone: (310) 794-0558 Email: Elina.Kreditor@tdg.ucla.edu

The designated representative for First 5 for this DPA is:

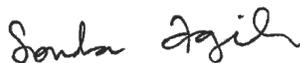
Name: Kristin Spanos Title: CEO

Address: 1115 Atlantic Ave, Alameda CA 94501

Phone: 510-227-6910 Email: kristin.spanos@first5alameda.org

IN WITNESS WHEREOF, LEA and each Provider execute this DPA as of the Effective Date.

LEA: Oakland Unified School District

By:  Date: 1/29/2026

Printed Name: Sondra Aguilera Title/Position: Chief Academic Officer

UCLA: The Regents of the University of California, solely on behalf of and limited to its Los Angeles Campus

By: _____ Date:

Printed Name: Elina Kreditor Title/Position: Associate Director, ISR

First 5 Alameda:

By: _____ Date:

Printed Name: _____ Title/Position: _____

STANDARD CLAUSES

Version 3.0

ARTICLE I: PURPOSE AND SCOPE

- 1. Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, each Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA.
- 2. Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
- 3. 3.DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

- 1. Student Data Property of LEA.** All Student Data transmitted to a Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. Each Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, each Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
- 2. Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which apparent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
- 3. Separate Account.** If Student-Generated Content is stored or maintained by a Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.

4. **Law Enforcement Requests.** Should law enforcement or other government entities (“Requesting Party(ies)”) contact a Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Each Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify each Provider promptly of any known unauthorized access. LEA will assist each Provider in any efforts by the Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** Each Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Each Provider shall require its employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under this Service Agreement. Each Provider agrees to require each employee or agent with access to Student Data pursuant to the Service Agreement to maintain Confidentiality.
4. **No Disclosure.** Each Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information

and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any other party.

5. **De-Identified Data**: Each Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by each Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Each Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, each Provider agrees not to transfer de-identified Student Data to any other party unless (a) that other party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, each Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.
6. **Disposition of Data**. Upon written request from the LEA, each Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, each Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to Section II.3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and a Provider employ Exhibit "D," no further written request or notice is required on the part of LEA or the Provider prior to the disposition of Student Data described in Exhibit "D".
7. **Advertising Limitations**. Each Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit a Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

ARTICLE V: DATA PROVISIONS

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, each Provider will provide a list of the locations where Student Data is stored.
2. **Audits**. No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, each Provider will allow the LEA to audit the security and privacy measures that

are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA . Each Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities and LEA's Student Data and all records pertaining to the Provider under the Performance of this Agreement, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security.** Each Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. Each Provider shall adhere to any applicable law relating to data security. Each Provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "F"**. Additionally, each Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Each Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.

4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by a Provider, the Provider shall provide notification to LEA within five (5) business days of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. The Provider shall follow the following process:

(1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:

- i. The name and contact information of the reporting LEA subject to this section.
- ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
- iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
- iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
- v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

(2) Each Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

(3) Provider further acknowledges to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon

request, with a summary of said written incident response plan.

- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, each Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

Each Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

1. **Termination.** In the event that a Party seeks to terminate this DPA with respect to that Party, it may do so by mutual written consent of that Party and LEA so long as the Service Agreement has lapsed or has been terminated. A Party may terminate this DPA with respect to that Party and any service agreement or contract if the another party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If a Provider's Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, Section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and a Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this Section, all other provisions of a Service Agreement shall remain in effect.
4. **Entire Agreement.** This DPA and a Service Agreement constitute the entire agreement of LEA and a Provider relating to the subject matter hereof and supersede all prior communications, representations, or agreements, oral or written, by LEA and the Provider relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of each Party. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA , WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE COURTS OF CALIFORNIA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to a Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of the Provider. In the event that a Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the Parties no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the Provider's successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority.** Each Party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver.** No delay or omission by a Party to exercise any right hereunder shall be construed as a waiver of any such right and each Party reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"
DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE.
IF MORE THAN ONE PRODUCT (RESOURCE) OR SERVICE IS INCLUDED, LIST
EACH PRODUCT (RESOURCE) HERE]

The Early Development Instrument (EDI) is a developmental checklist completed by kindergarten teachers to measure children's developmental wellbeing across five areas of development (Language and Cognitive; Social; Emotional; Communication Skills and Physical Health). Data are reported on groups of children at the school, district, and community levels. The EDI results provide information about children's health, development, and school readiness to help principals, school administrators and community partners improve services and community conditions that prepare children for success in school and in life.

EXHIBIT "B"
SCHEDULE OF DATA

LEA shall provide the following data:

- District name
- School name
- School type
- School type specify (only fill this out if school type=other)
- Teacher's last name
- Teacher's first name
- Teacher's email
- Class time
- Class ID (this must be unique to the class)
- Student ID
- Student's street address
- Student's city of residence
- Student's zip code
- Student's date of birth
- Student's extended zip code
- Number of absences
- Number of sick days
- Sex of the child
- Student's ethnicity
- Student's first language
- Student's IEP status
- Student's ELL status
- Reduced price meals
- Parent Email Address
- Student Name

In addition, LEA shall provide the data elements set forth in the following table:

Category of Data	Elements	Check if Used by Your System	
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input type="checkbox"/>	<input type="checkbox"/>
	Other application technology meta data-Please specify:		
Application Use Statistics	Meta data on user interaction with application	<input type="checkbox"/>	<input type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>	<input type="checkbox"/>
	Other assessment data-Please specify:		
Attendance	Student school (daily) attendance data	<input checked="" type="checkbox"/>	
	Student class attendance data		

Communications	Online communications captured (emails, blog entries)		
Conduct	Conduct or behavioral data		<input type="checkbox"/>
Demographics	Date of Birth		<input checked="" type="checkbox"/>
	Place of Birth		<input type="checkbox"/>
	Gender		<input checked="" type="checkbox"/>
	Ethnicity or race		<input checked="" type="checkbox"/>
	Language information (native, or primary language spoken by student)		<input checked="" type="checkbox"/>
	Other demographic information-Please specify:		
Enrollment	Student school enrollment		<input checked="" type="checkbox"/>
	Student grade level		<input checked="" type="checkbox"/>
	Homeroom		<input type="checkbox"/>
	Guidance counselor		<input type="checkbox"/>
	Specific curriculum programs		<input type="checkbox"/>
	Year of graduation		<input type="checkbox"/>
	Other enrollment information-Please specify:	School name Class ID School Type	
Parent/Guardian Contact Information	Address		
	Email		<input type="checkbox"/>
	Phone		<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
Special Indicator	English language learner information	<input checked="" type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts/ health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input checked="" type="checkbox"/>
	Living situations (homeless/foster care)	
Other indicator information-Please specify:	Free/reduced lunch status Reason for IEP Qualification	

Student Contact Information	Address		
	Email		
	Phone		<input type="checkbox"/>
Student Identifiers	Local (School district) ID number		<input checked="" type="checkbox"/>
	State ID number		<input type="checkbox"/>
	Provider/App assigned student ID number		<input type="checkbox"/>
	Student app username		<input type="checkbox"/>
	Student app passwords		<input type="checkbox"/>
Student Name	First and/or Last		<input type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)		<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in		<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires		<input type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.		<input checked="" type="checkbox"/>
	Other student work data -Please specify:		<input type="checkbox"/>
Transcript	Student course grades		<input type="checkbox"/>
	Student course data		<input type="checkbox"/>
	Student course grades/ performance scores		<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Other transcript data - Please specify:	
Transportation	Student bus assignment	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	Other transportation data Please specify:	
Other	Please list each additional data element used, stored, or collected by your application:	<p>Attended preschool</p> <p>Type of preschool</p> <p>Teacher email address</p> <p>Class time</p> <p>Days absent since start of school year</p> <p>Days absent due to illness since start of school year</p> <p>Date student started at school</p>

None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	<input type="checkbox"/>
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**EXHIBIT “C”
DEFINITIONS**

De-Identified Data and De-Identification: Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other Party, has made a reasonable determination that a student’s identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student’s cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personal Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an “operator” for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Personal Information: means information defined as Personal Information under Cal. Civ. Code § 1798.140(v) of the California Consumer Privacy Act, as amended.

Provider: means either UCLA or First 5. Within the DPA the term “Provider” includes the term “Third Party” and the term “Operator” as used in applicable state statutes.

Student Generated Content: The term “student-generated content” means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by a Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and Personal Information. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of a Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a third party who a Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"
DIRECTIVE FOR DISPOSITION OF DATA

[Insert Name of District or LEA] Provider shall dispose of data obtained by the Provider pursuant to the terms of the Service Agreement between LEA and the Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

Disposition shall be by destruction or deletion of data.

Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

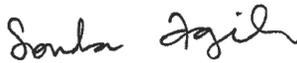
3. Schedule of Disposition

Data shall be disposed of by the following date:

As soon as commercially practicable.

By []

4. Signature



Authorized Representative of LEA

1/29/2026

Date

5. Verification of Disposition of Data

Authorized Representative of Company

Date

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and ("Originating LEA") which is dated _____, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statuses; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

PROVIDER:

BY: _____ Date: _____

Printed Name:

Title/Position:

1. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the

and the Provider. ****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

LEA:

BY: Sondra Aguilera Date: 1/29/2026

Printed Name: Sondra Aguilera Title/Position: Chief Academic Officer

SCHOOL DISTRICT NAME: Oakland Unified School District

DESIGNATED REPRESENTATIVE OF LEA:

Name: Sondra Aguilera

Title: Chief Academic Officer

Address: 1011 Union Street, Oakland, CA 94607

Telephone Number: (510) 879-5368

Email: Sondra.Aguilera@ousd.org

EXHIBIT "F"
DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks
2/24/2020

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* ("Cybersecurity Frameworks") that may be utilized by a Provider.

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
X	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
<input type="checkbox"/>	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
<input type="checkbox"/>	International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
<input type="checkbox"/>	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
<input type="checkbox"/>	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
<input type="checkbox"/>	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

EXHIBIT “G”

Supplemental SDPC State Terms for California

Version 1.0

This Amendment for SDPC State Terms for California (“**Amendment**”) is entered into on the date of full execution (the “**Effective Date**”) and is incorporated into and made a part of the Student Data Privacy Agreement (“**DPA**”) by and among:

, located at

(the “**Local Education Agency**” or “**LEA**”) and

The Regents of the University of California, solely on behalf of and limited to its Los Angeles Campus, located at 10889 Wilshire Blvd, Suite 920, Los Angeles, CA 90095-7191 (“**UCLA**”)

And First 5 Alameda County (“**First 5**”).

All capitalized terms not otherwise defined herein shall have the meaning set forth in the DPA.

WHEREAS, each Provider is providing educational or digital services to LEA, which services include: (a) cloud-based services for the digital storage, management, and retrieval of pupil records; and/or (b) digital educational software that authorizes each Provider to access, store, and use pupil records; and

WHEREAS, the Providers and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 C.F.R. Part 99); the Protection of Pupil Rights Amendment (“**PPRA**”) at 20 U.S.C. § 1232h; and the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 C.F.R. Part 312), accordingly, each Provider and LEA have executed the DPA, which establishes their respective obligations and duties in order to comply with such applicable laws; and

WHEREAS, each Provider will provide the services to LEA within the State of California and the Parties recognizes the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable California laws and regulations, such as the Student Online Personal Information Protection Act (“**SOPIPA**”) at California Bus. & Prof. Code § 22584; California Assembly Bill 1584 (“**AB 1584**”) at California Education Code section 49073.1; and other applicable state privacy laws and regulations; and

WHEREAS, the Providers and LEA desire to enter into this Amendment for the purpose of clarifying their respective obligations and duties in order to comply with applicable California state laws and regulations.

NOW, THEREFORE, for good and valuable consideration, LEA and each Provider agree as follows:

1. Term. The term of this Amendment shall expire on the same date as the DPA, unless otherwise terminated by the Parties.

2. Modification to Article IV, Section 7 of the DPA. Article IV, Section 7 of the DPA (Advertising Limitations) is amended by deleting the stricken text as follows:

Each Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit a Provider from using Student Data for adaptive learning or customized student learning (including generating personalized learning recommendations) or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

[SIGNATURES BELOW]

IN WITNESS WHEREOF, LEA and Provider execute this Amendment as of the Effective Date.

LEA:

By: Sondra Aguilera Date: 1/29/2026

Printed Name: Sondra Aguilera Title/Position: Chief Academic Officer

UCLA :

By: _____ Date: _____

Printed Name: Elina Kreditor Title/Position: Associate Director, ISR

First 5:

By: _____ Date: _____

Printed Name: _____ Title/Position: _____

December 2025 Update

72% of all OUSD kinder teachers signed up for their session.

Here is a macroview of the timeline:

November	Announce EDI Administration for 2526 School Year
 December	Share Microview Timeline/Logistics for Principals & Kindergarten Teachers
January	Administration Schedule Finalized & EDI Letter Shared w/Families
February	EDI Administration Days (off campus)



The Early Development Instrument (EDI): A tool for school districts and communities to prepare children for success in school and in life

Opportunity

First 5 Alameda County is proud to share the adoption of the Early Development Instrument (EDI) as the standardized tool that will allow us to collect data on kindergarten readiness across the County. We selected this tool through a participatory process with support of 13 school districts, the participation of the California Teachers Association, and in partnership with the Alameda County Office of Education.

As the named administrator, First 5 will pay to administer the EDI through Measure C funds. As school districts adopt the EDI, we will have a holistic and comprehensive dataset measuring the systemic conditions that shape school readiness and inform budget and policy decision-making in the early care and education system.

What is the EDI?

The EDI is a community measure that provides information about children’s health, development and school readiness to help schools, local municipalities, service providers, and other stakeholders to address structural inequities that historically have affected our communities.

Along with the EDI, we will administer a parent survey to understand parents’ perspectives on children’s early life experiences.

With the implementation of the EDI, we will have a holistic and comprehensive dataset measuring the systemic conditions that shape school readiness.

Data Privacy

EDI results are never reported at a teacher/class or student level. The EDI is a community tool to improve systems of care, inform policy, and advocate for investments in our County - it is not about evaluating teacher performance nor is it about informing instructional decisions.

How are data collected?

EDI is completed typically once every three years, first to establish a population baseline and then to monitor change over time. Kindergarten teachers complete an EDI on each child in their class, based on observational recall. This activity is conducted outside of the classroom and therefore does not interrupt instructional time. **First 5 will pay for substitutes to cover teaching time while teachers complete the EDI.** Teachers find it takes on average, 10-15 minutes per child, and teachers overwhelmingly report that the process is very user friendly.

What resources will you provide?

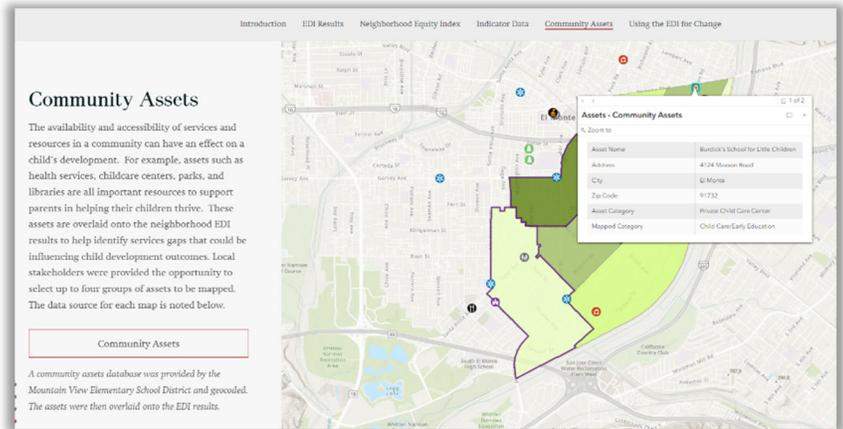
In Partnership with our research partner, UCLA, First 5 will provide:	Planning funds to support coordination of the EDI
	Funding for substitutes
	Additional funding for implementation activities. Additional funds are based on a tiered system based on district size.
	Ongoing training and support, including communication templates for families and staff and

	a teacher training guide
	Confidential reports for schools and districts

What will you do with the data?

From 2008 to 2021, First 5 Alameda County has conducted Countywide kindergarten readiness assessments (KRAs) and leveraged the data findings to fund and scale programs targeted at the root causes of local disparities like summer Pre-K programs, home visits to parent/caregivers, pediatric care and coordination, training and coaching for family child care providers, place-based initiatives like Neighborhood Ready for School, and many more.

At a time when cultural and linguistic bias and chronic underinvestment limit the ability of public institutions to fully support families with young children, the interpretation and prioritization of the EDI and parent survey data, in partnership with the community, will support a more intentional understanding of local assets and needs, and deepen the types of investments and system-building in the County.



Geographic visual of the location of community assets layered onto EDI results

How have other school districts used the EDI?

- **Improve TK enrollment:** Utilize geocoded EDI data to target recruitment and enrollment efforts in neighborhoods with low preschool enrollment and high vulnerability on the EDI.
- **Identify developmental risks and take action:** Districts can use the EDI data to focus on developmental areas to pinpoint neighborhoods and schools with heightened needs and target allocation of resource investments (school-based health clinics, staffing changes, play and learn groups, referral linkages for additional supports for families).
- **Anticipate and mitigate potential future academic needs:** Utilize the EDI results as holistic baseline information about the kindergarten cohort to help anticipate and mitigate needs that may appear later in 2nd and 3rd grade standardized tests.
- **Supporting Professional Development for Early Educators:** Identify developmental trends and develop targeted trainings for teachers to support their students effectively.
- **Identify opportunities to partner with the community to inform intentional supports for children ages 0-5:** School districts and schools can share the EDI data widely, via the story map, to engage community partners and city officials in data-informed planning to improve conditions for young children and their families.

To: Principals

From: District EDI Coordinator

Date: XX

Subject: Early Development Instrument (EDI)

First 5 Alameda County (First 5) and the UCLA Center for Healthier Children, Families, and Communities (UCLA) are partnering with our District to survey the health, wellbeing and school readiness of all kindergarten children in Alameda County using the Early Development Instrument (EDI). The EDI provides a valid measure of children’s wellbeing at the community level and measures five areas, or domains, of early childhood development: Physical health and well-being; Social competence; Emotional maturity; Language and cognitive skills; and Communication skills and general knowledge.

The EDI is a population surveillance tool to inform policies, resource allocation, and community level strategies to improve conditions for young children. Though it is not designed to inform instruction for an individual child, district leaders find it very useful because it helps them better understand and address the needs and assets of the incoming cohort of kindergarten students and to forge new partnerships in the community that will help prepare children for school. (See attached Fact Sheet).

As a population surveillance tool, the EDI is completed only once every three years. After a 30-minute training video, kindergarten teachers complete an EDI on each student on-line, based on observational recall. The EDI takes about 15 minutes per child to complete.

UCLA provides the school district with school and district level reports and they provide the community with neighborhood level reports that are not linked to schools to engage stakeholders in efforts to improve early childhood systems and prepare children for school.

The EDI is funded by First 5 through Measure C funding. Measure C creates a half percent (0.5%) sales tax to raise an estimated \$150 million annually to support Alameda County’s early care and education system. The results of the EDI will help leaders, educators, and communities see where supports are needed most.

We are excited to bring this powerful data to our schools and community to gain insights and pursue collective action for young children and families. We are hoping for full participation by our Kindergarten teachers this year so we ask that you share this information with your teachers and if you have any questions, please contact me at XXXX.

Key Dates for EDI

Activity	Date /Information
Date Parent Letters will be sent home by the District EDI Coordinator	XX
Date the teachers will receive training materials via email by the District EDI Coordinator. These items include: <ul style="list-style-type: none">• Hard-copy Class List	XX

<ul style="list-style-type: none">• Teacher EDI Portal Instruction Sheet• List of EDI items by domain and sub-domain• Teacher Training Guide	
Date teachers given URL to attend asynchronous training & begin data collection	XX
Date the EDI administration closes	XX
District contact for questions	XX

EDI Questionnaire

School Child ID:	
Address:	
City:	
State:	
Zip Code:	

Demographics

1	Student Status:	<input type="radio"/> in class more than 1 month <input type="radio"/> in class less than 1 month <input type="radio"/> moved out of class <input type="radio"/> moved out of school <input type="radio"/> parents opted out <input type="radio"/> other
	If other, please specify	
2	Classroom length/time:	<input type="radio"/> AM <input type="radio"/> PM <input type="radio"/> All day <input type="radio"/> Other
	If other, please specify	
3	Child's date of birth:	mm-dd-yyyy ▼
4	Gender	<input type="radio"/> Male <input type="radio"/> Female <input type="radio"/> Other
	If other, please specify	
5	Date of completion:	*** Note: field is read-only & system generated
6	Child has an Individualized Education Plan (IEP) or equivalent?	<input type="radio"/> Yes <input type="radio"/> No

	6a. (If Yes) Do you believe they need to be re-assessed to change their classification/eligibility or increase/decrease supports?	<input type="radio"/> Yes <input type="radio"/> No
7	Do you believe this child has an undiagnosed special need?	<input type="radio"/> Yes <input type="radio"/> No
8	(If Yes) Has the child has been referred for assessment(s) (or reassessment) to determine if they qualify for special education services (or a change in services)?	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Don't Know
9	Child considered an English Language Learner (ELL)?	<input type="radio"/> Yes <input type="radio"/> No
10	Is this child part of a dual language or dual immersion program?	<input type="radio"/> Yes <input type="radio"/> No
11	Please specify other language of instruction	<input type="radio"/> Unknown <input type="radio"/> Spanish <input type="radio"/> French <input type="radio"/> Chinese/Mandarin <input type="radio"/> Other
	If other, please specify	
12	What percent of instruction is English?	English: _____ % Other: _____ %
13	What is the child's first language?	<i>(see guide for languages)</i>
14	Does this child communicate adequately in their first language?	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Don't Know
15	Is this a repeat of kindergarten for this child?	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A

Section A – Physical Well-being

1	About how many regular days (see Guide) has this child been absent since the beginning of the school year?	▼
2	How many of these days can be attributed to being sick?	▼

Since the start of the school year, has this child sometimes (more than once) arrived:		Yes	No	Don't Know
3	over- or under-dressed for school-related activities	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4	too tired/sick to do school work	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5	late	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6	hungry	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Would you say that this child:		Yes	No	Don't Know
7	is independent in bathroom habits most of the time	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8	shows an established hand preference (right vs. left or vice versa)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9	is well coordinated (i.e., moves without running into or tripping over things)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Sometimes teachers may observe that their students are either underweight or overweight. Do you feel that this child:		Yes	No	Don't Know
10	is underweight	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11	is overweight	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

How would you rate this child's:		Very Good / Good	Average	Poor / Very Poor	Don't Know
12	proficiency at holding a pen, crayons, or a paintbrush	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
13	ability to manipulate objects	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14	ability to climb stairs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
15	level of energy throughout the school day	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
16	overall physical development	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Section B – Language and Cognitive Skills

How would you rate this child's:		Very Good / Good	Average	Poor / Very Poor	Don't Know
1	ability to use language effectively	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2	ability to listen	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3	ability to tell a story	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4	ability to take part in imaginative play	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5	ability to communicate own needs in a way understandable to adults and peers	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6	ability to understand on first try what is being said to him/her	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7	ability to articulate clearly, without sound substitutions	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Would you say that this child:		Yes	No	Don't Know
8	knows how to handle a book (e.g., turn a page)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9	is generally interested in books (pictures and print)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10	is interested in reading (inquisitive/curious about the meaning of printed material)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11	is able to identify at least 10 letters of the alphabet in English	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12	is able to attach sounds to letters in English	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
13	is showing awareness of rhyming words	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14	is able to participate in group reading activities in English	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
15	is able to read simple words in English	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
16	is able to read complex words in English	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
17	is able to read simple sentences in English	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
18	is experimenting with writing tools	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
19	is aware of writing directions (left to right, top to bottom) in English	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
20	is interested in writing voluntarily (and not only under the teacher's direction)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
21	is able to write their own name in English	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
22	is able to write simple words in English	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Would you say that this child:		Yes	No	Don't Know
23	is able to write simple sentences in English	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
24	is able to remember things easily	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
25	is interested in mathematics	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
26	is interested in games involving numbers	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
27	is able to sort and classify objects by a common characteristic (e.g., shape, color, size)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
28	is able to use one-to-one correspondence	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

29	is able to count to 20 in English	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
30	is able to recognize numbers 1 – 10	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
31	is able to say which number is bigger of the two	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
32	is able to recognize geometric shapes (e.g., triangle, circle, square)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
33	understands simple time concepts (e.g., today, summer, bedtime)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
34	demonstrates special numeracy skills or talents (you consider them gifted in this area)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
35	demonstrates special literacy skills or talents (you consider them gifted in this area)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
36	demonstrates special skills or talents in arts(you consider them gifted in this area)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
37	demonstrates special skills or talents in music (you consider them gifted in this area)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
38	demonstrates special skills or talents in athletics/dance (you consider them gifted in this area)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
39	demonstrates special skills or talents in problem solving in a creative way (you consider them gifted in this area)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
40	demonstrates special skills or talents in other areas (if yes, please specify)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Section C – Social and Emotional Development

How would you rate this child's:		Very Good / Good	Average	Poor / Very Poor	Don't Know
1	overall social/emotional development	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2	ability to get along with peers	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Below is a list of statements that describe some of the feelings and behaviors of children. For each statement, please fill in the circle that best describes this child now or within the past six months.

Would you say this child:		Often or Very True	Sometimes or Somewhat True	Never or Not True	Don't Know
3	plays and works cooperatively with other children at the level appropriate for their age	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4	is able to play with various children	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5	follows rules and instructions	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6	respects the property of others	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7	demonstrates self-control	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8	shows self-confidence	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9	demonstrates respect for adults	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10	demonstrates respect for other children	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11	accepts responsibility for actions	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12	listens attentively	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
13	follows directions	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14	completes work on time	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
15	works independently	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
16	takes care of school materials	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
17	works neatly and carefully	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
18	is curious about the world	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
19	is eager to play with a new toy	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
20	is eager to play a new game	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
21	is eager to play with/read a new book	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Would you say this child:		Often or Very True	Sometimes or Somewhat True	Never or Not True	Don't Know
22	is able to solve day-to-day problems by themselves	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
23	is able to follow one-step instructions	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
24	is able to follow class routines without reminders	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
25	is able to adjust to changes in routines	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
26	answers questions showing knowledge about the world (e.g., leaves fall in the autumn, apple is a fruit, dogs bark)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
27	shows tolerance to someone who made a mistake (e.g., when a child gives a wrong answer to a question posed by the teacher)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
28	will try to help someone who has been hurt	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
29	volunteers to help clear up a mess someone else has made	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
30	if there is a quarrel or dispute will try to stop it	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

31	offers to help other children who have difficulty with a task	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
32	comforts a child who is crying or upset	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
33	spontaneously helps to pick up objects which another child has dropped (e.g., pencils, books)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
34	will invite bystanders to join in a game	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
35	helps other children who are feeling sick	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
36	is upset when left by parent/guardian	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
37	gets into physical fights	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
38	bullies or is mean to others	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
39	kicks, bites, hits other children or adults	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
40	takes things that do not belong to them	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
41	laughs at other children's discomfort	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
42	can't sit still, is restless	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
43	is distractible, has trouble sticking to any activity	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
44	fidgets	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
45	is disobedient	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
46	has temper tantrums	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
47	is impulsive, acts without thinking	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Would you say this child:		Often or Very True	Sometimes or Somewhat True	Never or Not True	Don't Know
48	has difficulty awaiting turn in games or groups	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
49	cannot settle to anything for more than a few moments	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
50	is inattentive	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
51	seems to be unhappy, sad, or depressed	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
52	appears fearful or anxious	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
53	appears worried	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
54	cries a lot	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
55	is nervous, high-strung, or tense	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
56	is incapable of making decisions	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
57	is shy	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
58	sucks a thumb/finger or piece of clothing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Section D – Special Concerns

1	Does the student experience learning differences or challenges that may influence their ability to do school work in a typical classroom setting (based on parent information, medical diagnosis, and/or teacher observation)?	<input type="radio"/> Yes <input type="radio"/> No (Skip to Section E, Question 1) <input type="radio"/> Don't Know (Skip to Section E, Question 1)
---	--	---

2. If YES above, please mark all that apply. Please base your answers on teacher observation and/or parent guardian information and/or medical diagnosis.	Yes, teacher observed	Yes, parent info/medical diagnosis
Behavioral/Emotional	<input type="checkbox"/>	<input type="checkbox"/>
Developmental Disability	<input type="checkbox"/>	<input type="checkbox"/>
Speech and Language impairment	<input type="checkbox"/>	<input type="checkbox"/>
Physical/orthopedic impairment	<input type="checkbox"/>	<input type="checkbox"/>
Visual impairment	<input type="checkbox"/>	<input type="checkbox"/>
Hearing impairment	<input type="checkbox"/>	<input type="checkbox"/>
Learning disability	<input type="checkbox"/>	<input type="checkbox"/>
Multiple disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>
If other, please specify		

3	If the child has received a diagnosis or identification by a doctor or psychological professional, please indicate. (See Guide for codes)	
		▼
		▼

		Yes	No	Don't Know
4	Is the child receiving any school based support(s) (e.g., educational assistant, equipment)?			

5. Indicate if the student experiences any of these challenges that MAY influence their ability to do school work in a regular classroom (based on parent/family information and/or teacher observation).	Check all that apply
Home environment/problems at home	<input type="checkbox"/>
Chronic medical/health problems	<input type="checkbox"/>
Unaddressed dental needs	<input type="checkbox"/>
Homelessness	<input type="checkbox"/>
Coping with direct impacts of COVID-19" (family illness/death, job loss, housing insecurity, etc.)	<input type="checkbox"/>
Other	<input type="checkbox"/>

Other (please specify)	
------------------------	--

6. What barriers/challenges were present for this child during online instruction?	Check all that apply
Not Applicable (no online learning took place)	<input type="checkbox"/>
Internet Access	<input type="checkbox"/>
Technology availability (computer/laptop/tablet/other devices being used by siblings/parents or not owned)	<input type="checkbox"/>
Parent/caregiver/adult not present to support child during instruction time	<input type="checkbox"/>
Child not attentive	<input type="checkbox"/>
Child does not have setting/space appropriate for learning	<input type="checkbox"/>
Child did not have access to needed school supplies to fully participate in activities	<input type="checkbox"/>
Other	<input type="checkbox"/>
Other (please specify)	

Section E – Additional Questions

To the best of your knowledge, please mark all that apply to this child:		Yes	No	Don't Know
1	Has the child attended a special education preschool program or received other early intervention program/services (e.g., speech therapy) prior to this school year?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Specify type of program, if known:			

2	In the year prior to kindergarten entry, has the child been in an early childhood education/preschool program or other non-parental child care on a regular basis?	<input type="radio"/> No (Skip to Question 3) <input type="radio"/> Yes <input type="radio"/> Don't Know (Skip to Question 3)
---	--	---

If yes, please specify type of child care arrangement (see Guide): Mark all that apply.	
2 a)	Yes
	<input type="checkbox"/>
	<input type="checkbox"/>
2 b)	To the best of your knowledge, in the year prior to the child's entry to kindergarten, was the child care arrangement:
	<input type="radio"/> Full-time <input type="radio"/> Part-time <input type="radio"/> Don't Know

	Yes	No
3	<input type="radio"/>	<input type="radio"/>
4	<input type="radio"/>	<input type="radio"/>
5	<input type="radio"/>	<input type="radio"/>
6	<input type="radio"/>	<input type="radio"/>

If you have any comments about this child and their readiness for school, please print them below. **Please do not include the child's name below**

EDI Implementation in Oakland

Presentation to the
Measure C Community Advisory Committee

08/27/2025

Sara Farmer, OUSD
Page Tomblin, OSSS



**Oakland Starting
Smart & Strong**

Overview: Oakland Starting Smart and Strong (OSSS)

- Citywide collaborative of advocacy groups, educators, providers, systems leaders, community organizations, funders, and school district
- Priority Areas
 - Racial Justice
 - Community / Family Leadership
 - Systems Change
 - Data/Policy/Advocacy
- Initiated in 2014 with a 10-year grant from the Packard Foundation
 - Requirement to implement the EDI with OUSD



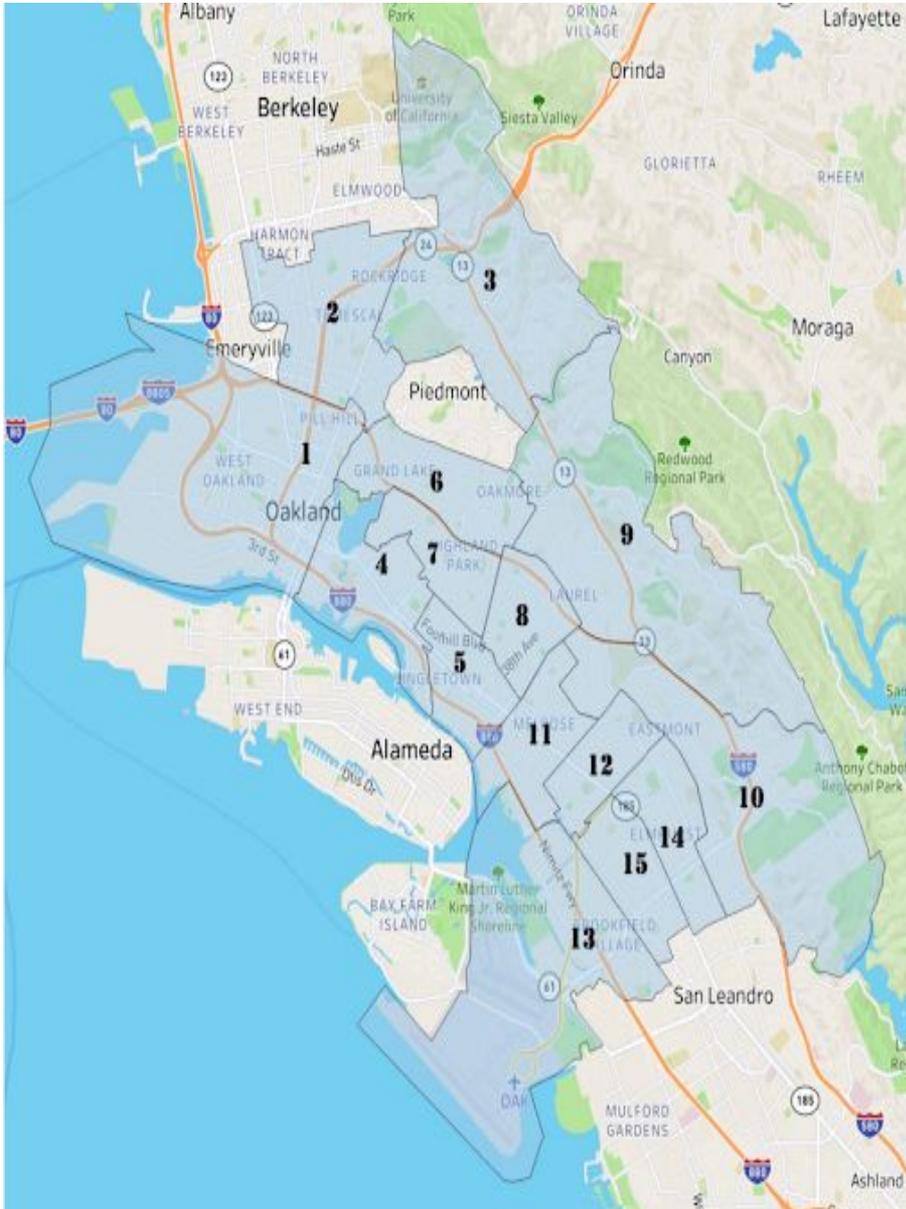
Our collective vision of success is that all children, families and early educators flourish in Oakland.

Overview: OUSD Early Learning Department

- OUSD offers full day preschool at 29 sites
- Goal is to provide each child with individual attention that is essential during the early years, an engaging curriculum and a safe, nurturing environment in which students thrive
- Curriculum includes instruction in early literacy, math, science, art, physical development, and social/emotional development and is rooted in the California Preschool Learning Foundations



EDI Zone Map



- OSSS and OUSD administered the EDI data in 2017, 2020, and 2023.
- OUSD Kindergarten teachers complete a questionnaire on each student, covering 5 developmental domains.
- CHEQ, which is a family/caregiver survey, added to process in 2023.
- All Kindergarten students are placed into a EDI zone based on where they live and each zone has 150-200 students.
- The results are available by both EDI Zone and Oakland City District.



OUSD EDI Data Collection and Implementation

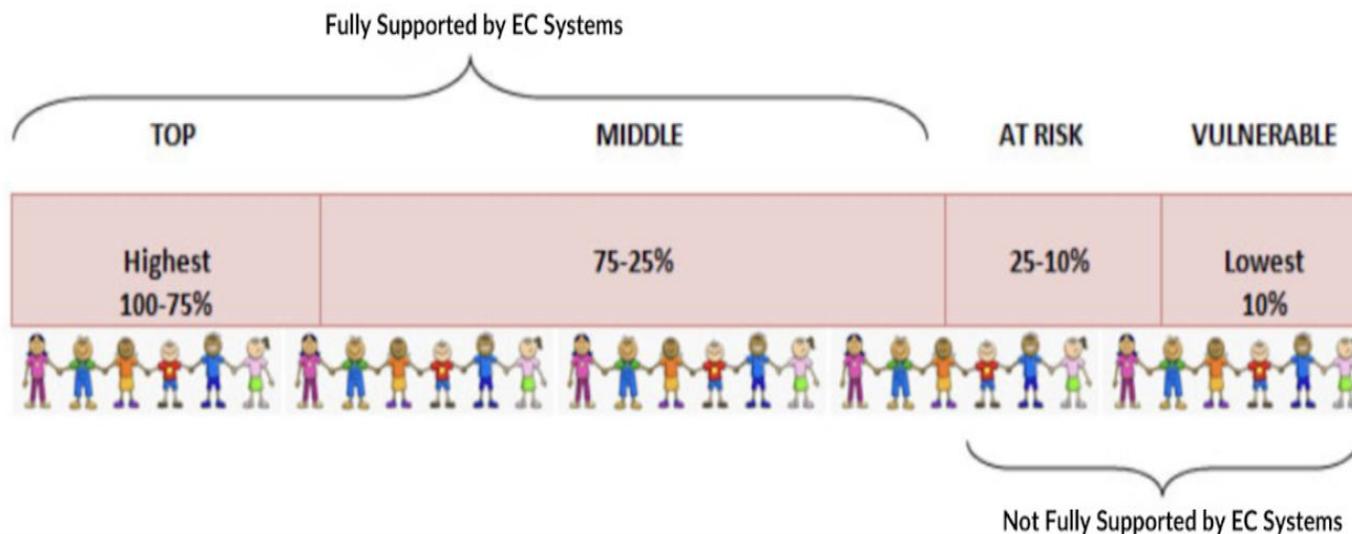
	March 2017	January 2020	February 2023
# of K Teachers Participating	156	155	161
# of K Students Data Collected On	2,821	2,886	2,363
% of OUSD K	88%	93%	94%
Piloted CHEQ - family/caregiver survey	N/A	N/A	1,000 = 46%



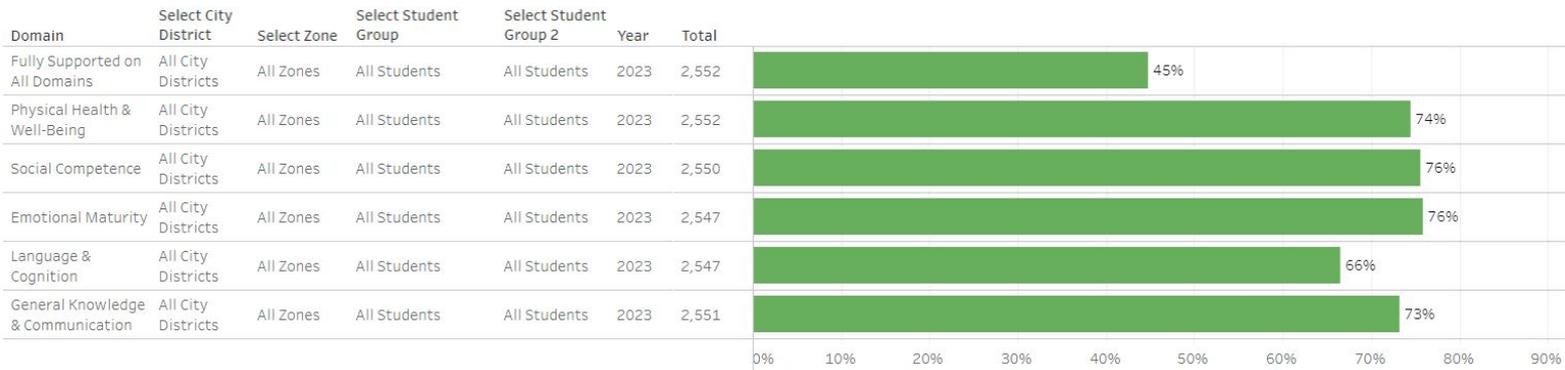
How is "Fully Supported by EC Systems" Calculated?

As a population-level measure, the EDI data shows us a snapshot by OUSD EDI Zone of where children are most developmentally "on track." While some neighborhood clusters show more significant proportions of students who are "on track," that varies across the city.

Children who are "Fully Supported by ECE Systems" are those who are less likely to experience challenges in their school years and beyond. The EDI determines whether children are "Fully Supported by ECE Systems" for each of the five EDI domains. Children whose scores fall above the 25th percentile on a particular EDI domain are said to be "Fully Supported by ECE Systems" in that area of development.



OVERALL OAKLAND EDI RESULTS 2023



EDI CHANGE OVER TIME

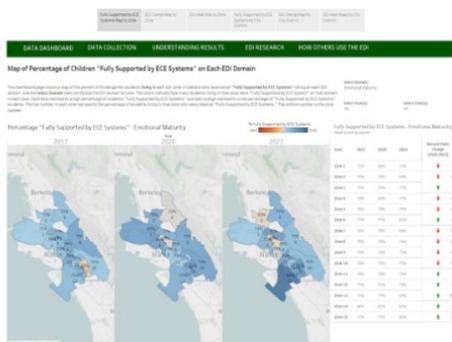
Domain	Select City District	Select Zone	Select Student Group	Select Student Group 2	Year	Total	
Fully Supported on All Domains	All City Districts	All Zones	All Students	All Students	2017	2,758	47%
					2020	2,812	44%
					2023	2,552	45%



EDI Data Dashboard

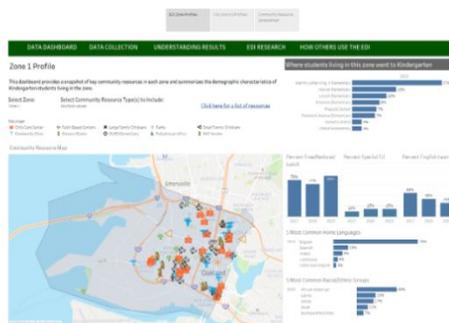
Scroll down to see each of the different data dashboard pages where you can explore the EDI data in different ways.

EDI Maps



- Fully Supported by ECE Systems Map by Zone
- EDI Change Map by Zone
- EDI Heat Map by Zone
- Fully Supported by ECE Systems by City District
- EDI Change Map by City District
- EDI Heat Map by City District

EDI Profiles



- EDI Zone Profiles
- City District Profiles
- Community Resource Spreadsheet

EDI Bar Charts



- EDI Domain Results
- EDI Subdomain Results
- EDI Domain Results by School
- EDI 2023 Custom Questions Results
- EDI Question



Oakland Unified School District:

Engagement within district:

- Principals and K teachers webinar
- OUSD leadership meetings
- Equity and Family Engagement Depts
- Early Childhood Data Summit
- Video orientation

Program Development and Improvement:

- Oakland Children's Initiative program development
- Determined locations for new classrooms
- Used data to apply for & receive Multilingual Learning Grant
- Increased inclusion opportunities for children with disabilities
- Hired more behavioral health staff
- Collaborated with OUSD Office of Equity on supporting early literacy skills
- Kinder Readiness expansion

HOW HAS THE EDI BEEN USED IN OAKLAND?

EDI data is for everyone who wants to improve conditions for children in Oakland.



Partners:

Program Planning and Systems Change

- Oakland Fund for Children and Youth Strategic Plan
- City of Oakland Head Start Needs Assessment

Community Partnerships and Collaboration

- Healthy Havenscourt
- San Antonio FRC's Parent Action Research Team

OSSS:

- Professional development topics and focus
- Oakland City Council district profiles
- ROCK trauma informed learning framework
- 10 Promising Practices in Early Learning for Boys of Color



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Questions

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