

# Registration MOU and License Agreement

## 2024-2025 Early Development Instrument

Please complete the highlighted sections and return to Ellie Hill at [ellie.hill@arkansas.gov](mailto:ellie.hill@arkansas.gov).

### Memorandum of Understanding

#### Parties:

- School District:
- District appointed Primary Contact (to manage EDI tasks described below)
  - Name:
  - Email:
  - Phone number:
- Arkansas Research Center (ARC)
- UCLA Center for Healthier Children, Families, and Communities (UCLA)

**Purpose:** This Memorandum of Understanding (MOU) sets forth the terms and understanding between [School District], Arkansas Research Center (ARC), and the UCLA Center for Healthier Children, Families, and Communities (UCLA) to collaborate on the implementation of the Early Development Instrument (EDI) in the Spring of 2025.

**Funding and Resources:** The EDI is a nationally recognized population-based measure of early childhood well-being, implemented through the ADE Office of Early Childhood under the guidance of Assistant Commissioner Tonya Williams. The Office of Early Childhood is committed to making this tool available at no cost to districts, aiming to improve school readiness for kindergarteners and enhance early childhood well-being.

**Duration:** This MOU will be effective from November 2024 to August 2025.

#### Objectives:

- 90% completion rate for kindergarten teachers within the data collection period (mid-February to mid-March).
- The School District will assign a **Primary Contact** to assist ARC with obtaining the necessary information for the EDI. This includes: kindergarten teacher names and email addresses and roster corrections as needed. The Primary Contact will also be responsible for sending parent opt-out letters, communicating important EDI information to kindergarten teachers and leadership and other minor administrative tasks. This position should expect to dedicate up to 2 hours per month from November through March.
- Kindergarten teachers will fill out the EDI questionnaire for each of their students (approximately 10 minutes per student) and will receive a \$100 gift card as compensation for their time.
- ARC will provide technical assistance to teachers and staff throughout the EDI implementation, including orientation meetings, materials, and support.
- ARC will compile preliminary roster information and will provide regular progress reports to the Primary Contact during the data collection period.

- ARC will compile interactive reports for school districts and the community in Summer 2025.

### **Roles and Responsibilities:**

#### ARC:

- Lead the implementation of the EDI.
- Provide progress reports to Primary Contact and technical assistance to teachers and staff.
- Share final EDI reports with District.

#### District:

- Assign a Primary Contact to manage EDI tasks.
- Complete EDI questionnaires for kindergarten students.
- Distribute parent opt-out letters.
- Sign the UCLA sub-license agreement.

#### UCLA:

- Provide and maintain the EDI data collection portal.
- Provide technical assistance for the data portal as needed.
- Maintain Human Subjects approval for EDI work through its Institutional Review Board.

**Confidentiality:** UCLA maintains Human Subjects approval for EDI work through its Institutional Review Board, adhering to the following confidentiality rules:

- Children's names are not collected.
- Children are not present when the EDI is completed.
- Data is not reported at the child or teacher/classroom level.
- Questionnaires are not retained by the school nor retained in the student's school record.
- Information from a specific questionnaire is never released.
- Once an address is geocoded to a neighborhood, it is stripped from the data file.

**Termination:** The District may opt out of this agreement at any point prior to the opening of the data collection period in mid-February by contacting Ellie Hill at [ellie.hill@arkansas.gov](mailto:ellie.hill@arkansas.gov).

# District EDI License Agreement

## Agreement to comply with the Regents of the University of California (hereinafter “UCLA”) requirements for the protection of human research subjects and the publisher’s license for the Early Development Instrument (EDI) project

Please read the information below carefully. You should print or save this agreement. This ("Agreement") is a legal agreement between you ("User") and UCLA. By accessing and using the US e-EDI software, User acknowledges that he or she has read, understood and agrees to comply with the terms and conditions stated within this Agreement. UCLA reserves the right to change these terms and conditions periodically at its sole discretion. User’s continued use of the US e-EDI software constitutes acceptance of the terms and conditions stated at the time of use.

Your site (referred to as the Licensed EDI Recipient), has agreed to implement the Early Development Instrument (EDI), a teacher-completed, observational checklist on children’s development that produces a community level measure of children’s school readiness. This agreement assures that you, as a Licensed EDI Recipient, will comply with the requirements of ethical conduct for research subjects as outlined in the approved application for the TECCS project through UCLA’s Office of Protection of Human Subjects (OPRS). This agreement also assures that, as a Licensed EDI Recipient, you will agree to the licensing conditions between UCLA, the Arkansas Research Center (ARC), and the EDI Publisher at McMaster University’s Offord Centre for Child Studies (OCCS) as outlined below.

### The Licensed EDI Recipient agrees:

1. That OCCS at McMaster is the owner of the EDI and the use of the EDI is made under the license that McMaster has provided to UCLA Center for Healthier Children, Families and Communities;
2. To properly acknowledge OCCS at McMaster and the original authors of the EDI in any reproduction of the EDI or materials relating to the EDI;
3. To not reproduce, modify, publish, distribute or otherwise deal with the EDI beyond the scope of the project for which it is licensed;
4. That the Licensed EDI Recipient is responsible for ensuring compliance with privacy legislation and all other applicable laws and regulations;
5. That, if for any reason the Agreement between OCCS at McMaster and UCLA is terminated, then the Agreement between UCLA and the local Licensed EDI Recipient will also be terminated;
6. That all EDI data collection is conducted no sooner than three (3) months and no later than eight (8) months after the beginning of a collection site’s school year. For example, if school starts on September 15th then the earliest that data can be collected is December 15th and the latest that it can be collected is May 15th. If data is collected before or after the Collection Period, it will be noted as pilot data and will not be comparable to other country-based norms;
7. That training is provided locally to teachers involved in EDI data collection;

8. That EDI-related data does not include children's names, it will not be interpreted for individual students and it will not be used for diagnosis or identification. The EDI information will not become part of the child's student record;
9. In all analyses using individual level data, the data will only be reported at the group level;
10. If neighborhood level reports are produced, only neighborhoods with at least 10 EDI records will be reported. Those with less than 10 will be suppressed.
11. That individual data may only be used for research purposes if appropriate ethics approval is obtained;
12. If requested by the Licensed EDI Recipient, UCLA will provide the Licensed EDI Recipient with aggregate data for their site free of any additional charges beyond those associated with the staff time needed for data file preparation and analysis to generate the Community Profile Report or other reports requested;
13. Data will not be reported at the individual child, class or teacher level. School data will only be reported in schools with more than one participating class. The Licensed EDI Recipient ensures that school level information will be provided exclusively to participating school administrators. It is at the School District's discretion with whom the school level reports will be shared;
14. That the data files will be kept in a secure, password-protected location at the UCLA Center for Healthier Children, Families and Communities;
15. If any individual student data is linked with other data sources, any analysis conducted will be done in a secure and confidential manner that ensures that the identities of individual respondents and children are protected;
16. UCLA will provide to the OCCS at McMaster by October 31st of each year copies of all EDI data collected in the United States, other than any data which includes personal information or renders such data personally identifiable, collected by UCLA or by any Third Party to which UCLA provides the EDI, collected within the previous year from September 1st to August 31st. These data will be de-identified in that they will be stripped of the identifying information in the EDI (student ID, date of birth and home address) but must include child's age, gender and geographic identifier (no smaller than a census block group). The OCCS at McMaster maintains the international EDI repository for analysis and research involving only high levels of aggregation. UCLA will not share these data with any other party without the prior consent of the UCLA IRB;
17. Upon request, UCLA will provide to the Licensed EDI Recipient (which has demonstrated the capacity to keep the data confidential and secure in accordance with applicable privacy laws and regulations), its EDI data file (that is scored and at the individual child level with student identifiers intact), free of additional charges. Upon receipt of this data file from UCLA, the Licensed EDI Recipient will adhere to all conditions of use outlined in this Agreement. UCLA will not provide the child level data file to any other party (except the Licensed EDI Recipients and the OCCS) without the prior consent of the UCLA IRB;
18. The Licensed EDI Recipient can have staff internal to its organization use the local EDI data file (referenced in clause 17) to create a local community profile of the EDI results using templates

provided by UCLA. This might also include more customized data analyses such as looking at relationships between variables of interest and other higher forms of analysis. All analyses using individual level data can only be reported at a group level and must adhere to all conditions of this EDI Agreement.

19. If the Licensed EDI Recipient wishes to share any child level data from its local EDI data file with a Third Party (such as a researcher or contracted data partner), it must first obtain from the Third Party:
  1. A signed non-disclosure EDI Agreement (template provided by UCLA) that is consistent with all the conditions of this EDI Agreement;
  2. A description of the specific research project;
  3. A justifiable rationale for why the individual level data is needed (instead of aggregated data);
  4. A description of the data use AND security procedures; and
  5. Proof that ethics approval from a qualified authority has been received in cases where the data will be used for research.
20. To the extent permitted by applicable law, each party shall indemnify, defend and hold harmless the University of Central Arkansas, UCLA and OCCS at McMaster, and their respective directors, officers, employees, agents and affiliates from and against any liability, loss, costs, damages or expenses of any kind (including, but not limited to, reasonable legal, expert and consultant fees) causes of action, actions, claims, demands, lawsuits or other proceedings, but only in proportion to and to the extent that the forgoing claims arise directly or indirectly from the indemnifying party's use of the Licensed Works; and
21. This Agreement is effective for one annual round of EDI data collection.

By signing below you acknowledge that you have read, understand, and agree with the statements listed above. If you do not agree, you will not be able to continue with the EDI project. If you have questions regarding this agreement, please contact Lisa Stanley at 310 312-9083 or email her at [LisaStanley@mednet.ucla.edu](mailto:LisaStanley@mednet.ucla.edu).

District Superintendent Signature

Name (Printed)

Date